

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

702-10446

Real Estate Appraisal Services



Richard Ewell

954-828-5138

Bid 702-10446 Real Estate Appraisal Services

Bid Number 702-10446
 Bid Title Real Estate Appraisal Services

Bid Start Date Jan 19, 2010 1:04:31 PM EST
 Bid End Date Jan 29, 2010 2:00:00 PM EST
 Question & Answer End Date Jan 27, 2010 5:00:00 PM EST

Bid Contact Richard Ewell
 Purchasing
 rewell@fortlauderdale.gov

Contract Duration 1 year
 Contract Renewal 3 annual renewals
 Prices Good for 90 days

Bid Comments The City of Fort Lauderdale, Florida is seeking Bids from qualified firms to provide real estate appraisal services for the City's Business Enterprises Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid.

For a copy of the Invitation to Bid go to www.bidsync.com.

Item Response Form

Item 702-10446-1-01 - Real Estate Appraisal
 Quantity 1 each
 Unit Price
 Delivery Location City of Fort Lauderdale
Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
 Qty 1

Description
 Price per report according to the specifications as set forth in this Invitation to Bid.

INVITATION TO BID #702-10446**PART I - INFORMATION/SPECIAL CONDITIONS****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide services to evaluate replacement insurance coverage for the City's Business Enterprises Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, technical specifications, etc., utilize the question / answer feature provided by Bidsync at www.bidsync.com. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of Bidsync Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

03. TRANSACTION FEES

The City of Fort Lauderdale uses Bidsync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.bidsync.com for further information.

04. SITE VISIT

It will be the sole responsibility of the bidder to inspect the City's location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. To arrange site visits, contact Debi Donato at 954-828-4971.

05. AWARD

The City reserves the right to award to that bidder who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal.

06. PRICING

All pricing MUST include delivery and be quoted FOB: Destination.

07. CONTRACT PERIOD

The initial contract term shall commence 2/13/10 or date of award, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three (3)

additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

08. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term. Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

09. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

The Technical Specifications contained in this ITB are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the City of Fort Lauderdale. The City is receptive to any product which would be considered by qualified City personnel as an approved equal.

The bidder must state clearly in his Bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the bidder's responsibility to provide adequate information in his Bid to enable the City to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Bid which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

10. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive

arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

11. CONTRACT COORDINATOR

The City will designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

12. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator shall develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wished to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

13. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

14. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

15. ADDITIONAL ITEMS/DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

16. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

17. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

18. INSURANCE

The contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. **The City is to be named as "additionally insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate.** Any costs for adding the City as "additional insured" will be at the contractor's expense.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$1,000,000 per occurrence \$2,000,000 aggregate with defense costs in addition to limits.

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability in the description box on the certificate of insurance.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619

Ft. Lauderdale, FL 33301

19. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

20. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

21. SUBCONTRACTING

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. In addition to other indemnification provisions contained in this contract, Contractor shall defend at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors.

22. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION/INTENT

The City of Fort Lauderdale is seeking to enter into a contract for services to estimate the value of the property improvements on certain parcels/lots. The purpose of the appraisal report is to be used in the evaluation of the replacement insurance coverage of those property improvements. The replacement costs are estimated to meet the current building code. There are approximately 25 parcels/lots. The appraisal reports will be requested on an as-needed basis and this is only an estimated amount that the City of Fort Lauderdale will require. These parcels/lots are delineated in Attachment "A".

02. APPRAISER QUALIFICATIONS & REQUIREMENTS

The Contractor and their principal(s) in charge of this project **must**:

1. Have experience in appraisal and valuation of various types of real property including commercial and special purposes.
2. Have a minimum of two (2) years of demonstrated experience.
3. Agree to comply with all applicable Federal and State requirements associated with property appraisals.
4. Be familiar with the Uniform Standards of Professional Appraisal Practices.
5. Agree to allow duly authorized agents of the City of Fort Lauderdale access to any documents, papers, or records which are directly pertinent to this project for the purposes of making audit examinations, excerpts, and transcriptions and to maintain all required records for three (3) years after the final payment and all other pending matters are closed.
6. Assure that deliverables under any contract resulting from the award of this bid will be, without exception:
 - (a) available for duplication, dissemination and use by the City of Fort Lauderdale as needed without restrictions or liability for copyright, royalties or usage fees; and
 - (b) developed to meet the needs and requirements of the City of Fort Lauderdale and not copies of deliverables developed under any other pension's contracts.

03. SERVICES/DELIVERABLES

The scope of services for appraising the parcels/lots in Attachment "A" will include the following:

1. The Contractor shall prepare and deliver to the City of Fort Lauderdale Executive Airport within sixty (60) calendar days after receiving the Notice to Proceed, from the City of Fort Lauderdale, one (1) original and one (1) .pdf copy of a written detailed Appraisal

Report which conforms with the nationally recognized Appraisal Standards and the Uniform Appraisal Standards for Federal Land Acquisition.

2. To modify or furnish supplements to any appraisal report furnished under a contract for these services, without additional cost to the City of Fort Lauderdale, unless they are properly documented and the City of Fort Lauderdale determines that the costs are not excessive.
3. Consult with the City of Fort Lauderdale and/or agent(s) for the City of Fort Lauderdale regarding services to be performed by the Contractor, at such time(s) as may be mutually convenient for the City of Fort Lauderdale and/or agent(s).

04. REQUIRED INFORMATION

Bids submitted to the City of Fort Lauderdale **must** contain, but are not limited to, the information required below, 1-4. Bids that do not contain all of the required information will be found non-responsive.

- 1 Detailed description of a proposed approach to conducting and preparing an Appraisal Report for each parcel/lot of land.
2. A resume' of experience consisting of projects completed that are similar to the request in this Invitation to Bid.
3. A summary of the personnel and their backgrounds who will be directly involved in the appraisal reports.
4. Bid responses must contain the information that demonstrates compliance with the Qualification Requirements outlined in Part II, Section 02 of this Invitation to Bid.

ITB #702-10446 - Attachment A

Lessee	Parcels	Property ID	Buildings
<i>Airport Executive Center Partner, LLC</i>	Parcel 21A	494209290160	5
	Parcel 21B	494209290161	
<i>Ross Southern Properties</i>	Parcel 2A	494209290021	1
<i>Sheltair Executive South, Inc. Gerald M. Holland</i>	Parcel O	494209290020	11
<i>Sheltair Executive South/Banyan</i>	Parcel 22	494209290220	8
		Total	25

Questionnaire

Please print or type:

- 1. Provide three references for which you have performed similar services.

Company Name:

Address:

Contact Name:

Telephone:

Company Name:

Address:

Contact Name:

Telephone:

Company Name:

Address:

Contact Name:

Telephone:

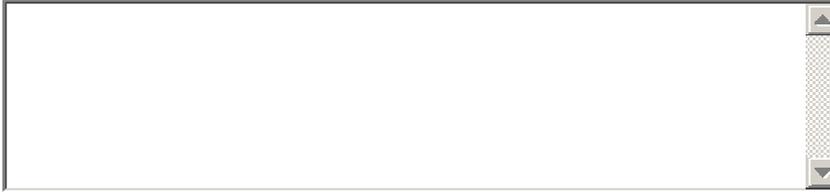
- 2. Number of years experience the proposer has had in providing similar services:
 Years

- 3. Have you ever failed to complete work awarded to you? If so, where and why?

- 4. List appropriate licenses as issued by Broward County.

- 5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.



The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
-	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Question and Answers for Bid #702-10446 - Real Estate Appraisal Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.