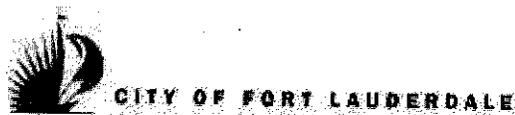


Solicitation 535-11231

Real Estate Brokerage Services, Annual Contract

Bid designation: Public



City of Fort Lauderdale

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CONTRACT
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Bid 535-11231
Real Estate Brokerage Services, Annual Contract

Bid Number **535-11231**
Bid Title **Real Estate Brokerage Services, Annual Contract**

Bid Start Date **Jun 13, 2013 3:09:13 PM EDT**
Bid End Date **Jul 25, 2013 2:00:00 PM EDT**
Question & Answer
End Date **Jul 1, 2013 5:00:00 PM EDT**

Bid Contact **AnnDebra Diaz**
Procurement Specialist II
Procurement
954-828-5949
adiaz@fortlauderdale.gov

Pre-Bid Conference **Jun 21, 2013 9:00:00 AM EDT**
Attendance is optional
Location: Parks and Recreation Department
Administration Office Conference Room
1350 W. Broward Boulevard
Fort Lauderdale, FL 33312

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Real Estate Brokerage Services for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Added on Jun 26, 2013:

Addendum No. 1 has been issued in response to the pre-bid meeting held on Friday, June 21, 2013. Please refer to exhibits added with this Addendum.

Added on Jul 3, 2013:

Addendum No. 2 has been issued. Please refer to attachment titled "11231-Addendum No.2"

RFP # 535-11231

TITLE: Real Estate Brokerage Services

PART I – INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Real Estate Brokerage Services for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. 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). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. 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 Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

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 process, nor will any fees be charged to the awarded vendor.

04. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

05. PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference scheduled for this Request for Proposal as stated in PART II – RFP Schedule. It is strongly suggested that all Contractor's attend the pre-proposal conference and/or site visit.

While attendance is not mandatory, meetings at other times will not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-proposal meeting.

06. PRICING

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

Contractor must quote a firm, fixed annual price for all services stated in the RFP, which includes any travel associated with coming to the City of Fort Lauderdale.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

The City reserves the right to award to that proposer who will best serve the interests of the City, for that service that will best serve the needs of the City of Fort Lauderdale.

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 proposals and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II – RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	Thursday, June 13, 2013
Pre-proposal Meeting: Parks and Recreation Department Administration Office Conference Room 1350 W. Broward Boulevard Fort Lauderdale, FL 33312	Friday, June 21, 2013 / 9:00 AM
Deadline for Questions/Request for Clarifications	Thursday, June 27, 2013 / 5:00 PM
Proposal Due Date/Time (Deadline)	Thursday, July 18, 2013 / 2:00 PM

PART III - SPECIAL CONDITIONS

01. **GENERAL CONDITIONS**
RFP General Conditions Form G-107 Rev. 01/13 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. **RFP DOCUMENTS**
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **CONTRACT PERIOD**
The initial contract term shall commence upon date of award by the City and shall expire one (1) 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 City as authorized by the awarding authority. 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.
07. **COST ADJUSTMENTS**
Prices quoted shall be firm for the initial contract term (one year). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.
- 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.

08. 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 contract, 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. This trial period will then become part of the initial contract period.

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 (if applicable).

09. CONTRACT COORDINATOR

The City may 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.

10. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may 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 contract.
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 wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

11. RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

12. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

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 from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. 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 or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

13. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the 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.

14. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

15. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. 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 added as an "additional 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.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

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 will be allowed by the City's Risk Manager, 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, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

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

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.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

16. SUBCONTRACTORS

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 and to require Contractor to replace subcontractor with one that meets City approval.

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. 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, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

17. INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

18. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

19. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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.

20. 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.

21. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

22. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 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://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

23. 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.

24. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

25. 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.

26. LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement, Attachment "A" of this RFP, as applicable to the local business preference class claimed **at the time of proposal submittal**:

Upon formal request of the City, based on the application of a local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, **and**

B) List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/index.htm>

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time

employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.

3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. PURPOSE

The purpose of this Request for Proposal (RFP) is to select a qualified Real Estate Brokerage firm to provide professional services related to real property assets owned by the City of Fort Lauderdale.

The selected firm will be responsible for assisting the City Manager's staff with brokerage services, which may include: (i) providing advice regarding property valuation, (ii) portfolio organization and analysis, (iii) strategic planning for property leasing and disposal, (iv) listing services for sale of City surplus property, (v) overseeing escrow for such sales and (vi) lease management. The deliverables may include valuation, marketing and strategic planning reports as specified in each task order that may be issued during the term of the agreement.

The City is looking for a firm with experience in the Fort Lauderdale market area in marketing, leasing and selling properties for owners with large portfolios of properties. The brokers of the firm to be assigned to this contract should have some familiarity with laws and practices applicable to public agency real estate matters.

The successful proposer is referred to as the Contractor throughout this RFP.

02. BACKGROUND

Previously, the City's Real Estate Office (REO) provided full real estate services to all City departments with regard to the acquisition, disposition and management of City-owned and/or controlled property, including properties subject to easement, lease or license. The REO coordinated and managed the City's real estate operations in accordance with the City Charter, City Ordinances, applicable Federal, State and County rules and regulations, as well as City Manager and City Commission direction.

The City manages a real estate portfolio of approximately 700 parcels, many of which are used for City operations and services. The City desires to develop a strategic plan that inventories all City-owned vacant surplus and/or controlled property, its current use, and outlines recommendations for the best use of the property. The Contractor shall be responsible for identifying which properties have the most potential to generate revenue, through sale or leasing, proposed marketing strategies and timelines for appropriate action.

Further, the City desires for the Contractor to manage City leases with City as lessor and City license agreements.

03. SCOPE OF SERVICES

A. Upon award of the contract, the Contractor shall provide a review and an assessment of all City-owned vacant and/or underutilized property, approximately 140 parcels, its current use, and recommendations for the best use of the property:

1. The Contractor shall evaluate City-owned vacant and/or underutilized land; and as a result provide an assessment of revenue potential and recommendations and planning for expedited/streamlined disposition of that City-owned land.

2. The Contractor is expected to produce a draft strategic plan report, including a recommendation section for City review, by no later than one hundred and twenty (120) days after the commencement of the contract. The report should summarize the costs and potential revenue associated with the sale of each property; state goals as they relate to the City; identify properties which present an opportunity as they are determined to be underutilized or surplus to City needs and present a specific plan of action to meet the City's goals of revenue generation. In accordance with Florida Statute 166.0451, the report shall identify all real property that is appropriate for use as affordable housing. The final report will reflect City comments and be produced within one hundred and eighty (180) days of commencement of the contract. Recommendations made by the Contractor, at any time during the creation of the strategic plan, may be brought to the City and, if approved, be assigned as a project. Such projects should be identified within, and will count toward, the fulfillment of the goals of the strategic plan.
 3. The Contractor will also identify best practices related to public sector real estate portfolio management that would be beneficial to the City in the ongoing management of its real estate assets.
 4. The Contractor will provide recommendations for community use, such as community gardens, for non-buildable, unoccupied surplus properties.
 5. All real estate transactions to be processed with approval of the City and in accordance with applicable rules, regulations and ordinances of the City of Fort Lauderdale.
 6. In all matters concerning the above Section A, compensation for work performed shall be performance based. Specifically, compensation shall be derived from the sales transaction proceeds
 7. The Contractor shall include in response proposed commission percentage. All sales commission to be paid by the buyer. Proposal evaluation criteria include twenty five points for lowest proposed commission rate.
- B. Through the term of the contract, the Contractor, under the direction and control of the City:
1. The Contractor shall provide updated reports of all identified city-owned surplus and under-utilized sites, including escheated properties; and Contractor shall continue to prioritize opportunities for utilization or disposal, identifying which have the greatest opportunity to maximize revenue to the City in the shortest period of time.
 2. The Contractor shall manage all City leases with City as lessor, approximately 30 leases, and all City license agreements, with an estimated value of two million dollars.
 3. The Contractor shall handle marketing of properties for sale or lease including providing updated and accurate listing information on the City's website.
 4. All lease matters to be processed with approval of the City and in accordance with applicable rules, regulations and ordinances of the City of Fort Lauderdale.

5. In all matters concerning the above Section B, compensation for work performed shall be performance based. Specifically, compensation shall be derived from the percentage of lease costs.
6. The Contractor shall include in response proposed lease cost percentage. Proposal evaluation criteria include twenty five points for lowest proposed rate.

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of the overall needs of the City for such services, as presented in the narrative proposal. This will include problem identification and the proposed method to accomplish the work required.	25%
Experience, qualifications and past performance of the proposing firm, including persons proposed to provide the services, facilities, resources and references.	25%
Percent Sales Commission to Contractor	25%
Percent Lease Cost to Contractor	25%
TOTAL PERCENT AVAILABLE:	100%

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or

reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (2) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (3) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (5) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, 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.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Proposer Name _____

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

A. Proposed commission percentage as defined in Section A: _____ %

B. Proposed lease cost percentage as defined in Section B: _____ %

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: Bid/Proposal Signature page
- Tab 2: Non-Collusion Statement
- Tab 3: Cost Proposal Page
- Tab 4: Letter of Interest, The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages.
- Tab 5: Statement of Proposed Services. Proposals should respond to scope of work. They should be no longer than twelve (12) pages (single sided), and be comprised of three general components: (a) an assessment of capability and approach to perform the scope of service; (b) identification of Proposer's distinctive competence, staff qualifications assigned to this account with their experience and skills they bring to this assignment, along with resume of experience and qualifications; (c) estimated timetables (e.g. marketing).
- Tab 6: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.
- Tab 7: Attachment "A" - Local Business Preference Certification Statement (if applicable)
- Tab 8: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 9: Proposer's assessment of the City of Fort Lauderdale's needs and the quality of the proposal to meet those needs, including a plan/outline.
- Tab 10: Proposer's ability to assign appropriate resources to the account in a timely manner.
- Tab 11: Additional services available in-house, not requested by the City in Part IV - technical specifications/scope of work with fee schedule for those services (For Informational Purposes Only).
- Tab 12: List of three clients/references for whom you have provided similar services in the last three years; Provide agency name, address, telephone number, contact person, and date service was provided. Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness. Attach additional sheets if necessary. **PLEASE DO NOT INCLUDE CITY OF FORT LAUDERDALE OR ITS EMPLOYEES AS A REFERENCE.**
- Tab 13: Any additional attachments to your proposal.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the 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 will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee

benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or 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 City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

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.

NAME

RELATIONSHIPS

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.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. _____ Date Issued _____

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ NO _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations: _____

revised 6-16-11

RFP NO. 535-11231

TITLE: Real Estate Brokerage Services

ATTACHMENT "A"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY:

AUTHORIZED COMPANY PERSON:

STATE OF NAME SIGNATURE DATE
COUNTY OF

The foregoing instrument was acknowledged before me this day of 20, by and as and respectively, of identification. They are personally known to me or have produced as (SEAL)

Notary Public, State of
(Signature of Notary taking Acknowledgment)
Name of Notary Typed, Printed or Stamped
My Commission Expires:
Commission Number



City of Fort Lauderdale • Procurement Services Division
 100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
 954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP 535-11231
 Real Estate Brokerage Services

ISSUED June 26, 2013

1. This addendum is being issued to provide responses to questions posed at the pre-proposal meeting held on June 21, 2013.

1. Q. Is there a list of the City properties?
 A. The list of properties has been uploaded as Exhibit 1 and Exhibit 2.
2. Q. If there are liens on the properties, will the City be satisfying the liens?
 A. As you cannot lien municipal property, it is moot. But, if the property is impaired, the determinations will be on a case-by-case basis.
3. Q. How many City owned properties have existing leases and what are their values?
 A. The list of City leases has been uploaded as Exhibit 3.
4. Q. Define lease management, lease administration.
 A. Lease management means (1) ensuring that the Lessee's obligations, including payment, under the lease are being met; and, (2) acting as the City's agent in dealing with the Lessee. City will handle property maintenance, though Contractor should advise City of property maintenance issues.
5. Q. What is the process to sell the 140 parcels?
 A. Please refer to the Fort Lauderdale Charter, uploaded as Exhibit 4.
6. Q. Is there a limit to how the properties can be marketed?
 A. The marketing plan will be developed by the Contractor and approved by the City. The Contractor will be able to market the properties on their website as well as the MLS and other conventional means.
7. Q. Are there priority parcels?
 A. The City will be looking to the Contractor to help establish the priority. For the most part, priority will be consistent with marketability.
8. Q. Are the properties as City as a tenant included in this contract or just City as Lessor?
 A. Just as Lessor.
9. Q. Does this proposal include property acquisition?
 A. No
10. Q. Who is responsible to pay the commission on lease management?
 A. Dependent upon terms of current leases. Ultimately, new leases would be a cost of the Lessee.
11. Q. How does Contractor get paid?
 A. Contractor should propose payment terms in their response.
12. Q. Is Contractor paid in the same manner for lease renewals?
 A. Contract should propose payment terms in their response.



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

- 13. Q. Does the City limit the number of years for leases?
A. Yes, Please refer to the Fort Lauderdale Charter, uploaded as Exhibit 5
- 14. Q. Is there compensation for existing leases?
A. Yes
- 15. Q. What percentage of the 140 properties is commercial vs. residential?
A. Percentage is unknown. Maps are provided showing commercial and residential properties.
- 16. Q. Please clarify affordable housing requirement.
A. Please refer to Florida Statute 166.0451 that has been included as Exhibit 6.
- 17. Q. Is there a value if City gives away properties?
A. Contractor will not be involved in any sales where the property will not be sold for market value.

- 2. The deadline to pose questions has been changed to Monday, July 1, 2013.
- 3. The opening date of this Request for Proposal has been changed to July 25, 2013.

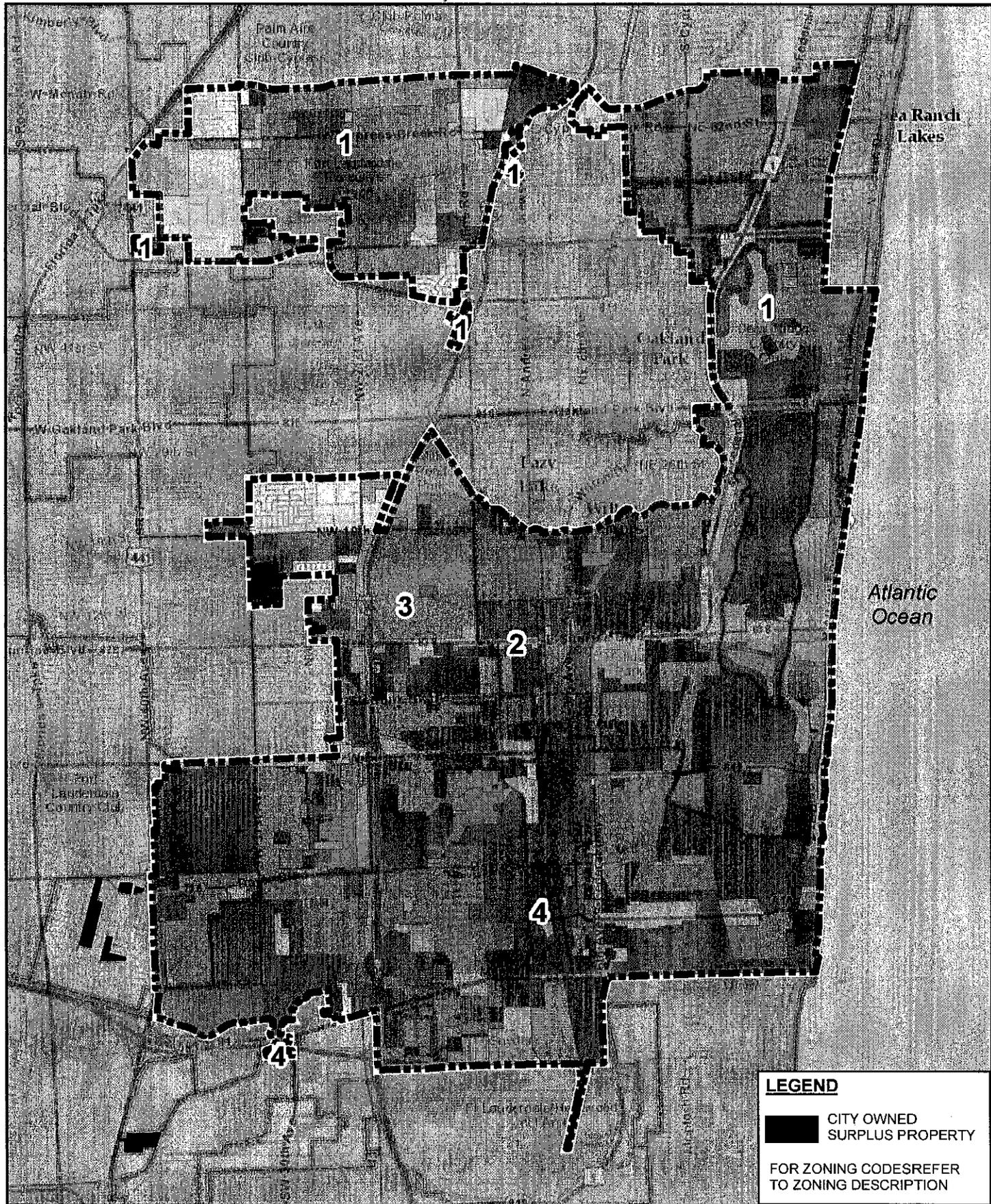
All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB
Procurement Specialist II

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



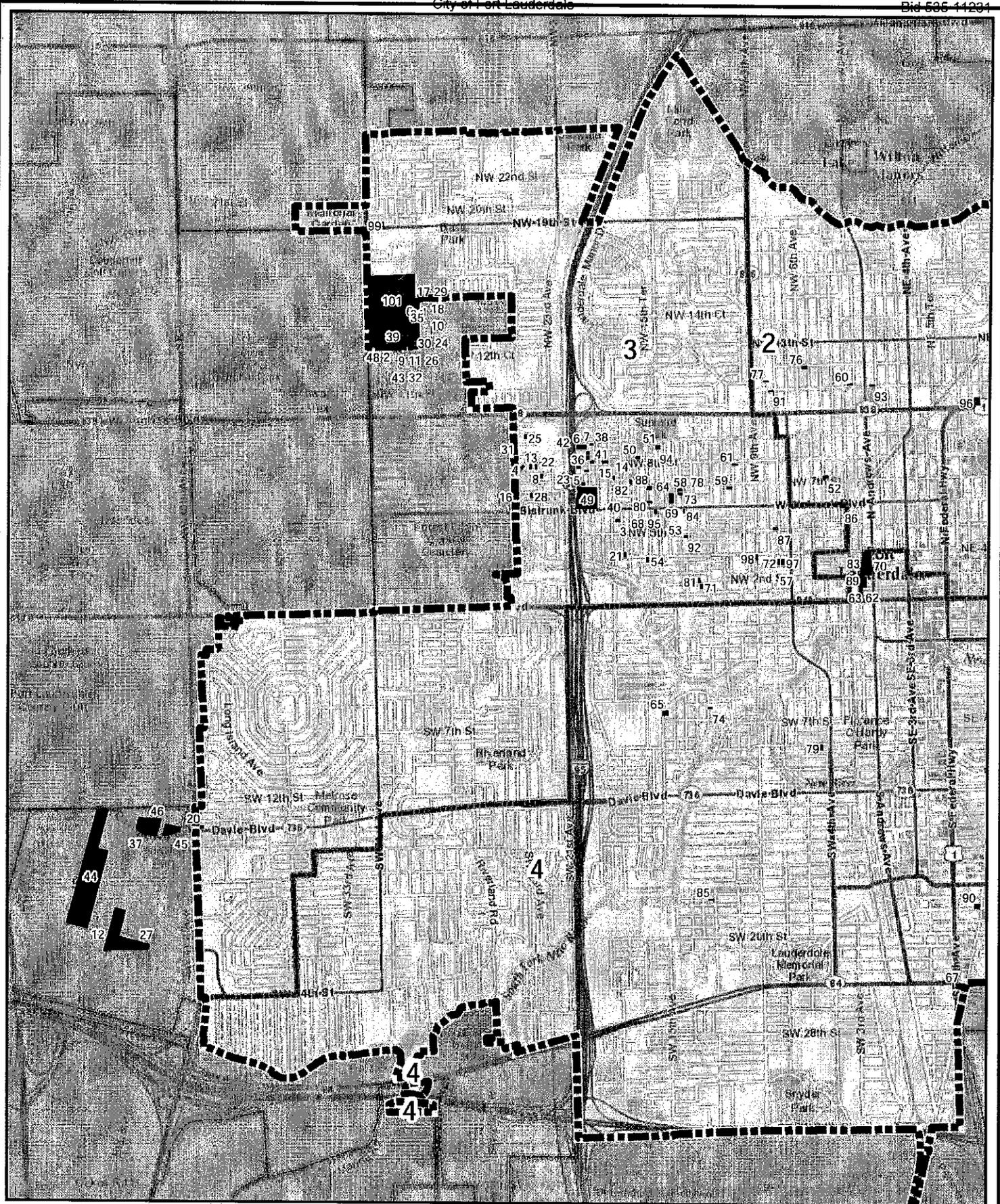
**City of Fort Lauderdale
Surplus Property
ZONING**



1 inch = 6,000 feet



Date: 6/26/2013



City of Fort Lauderdale
 Surplus Property
 Commission District 3

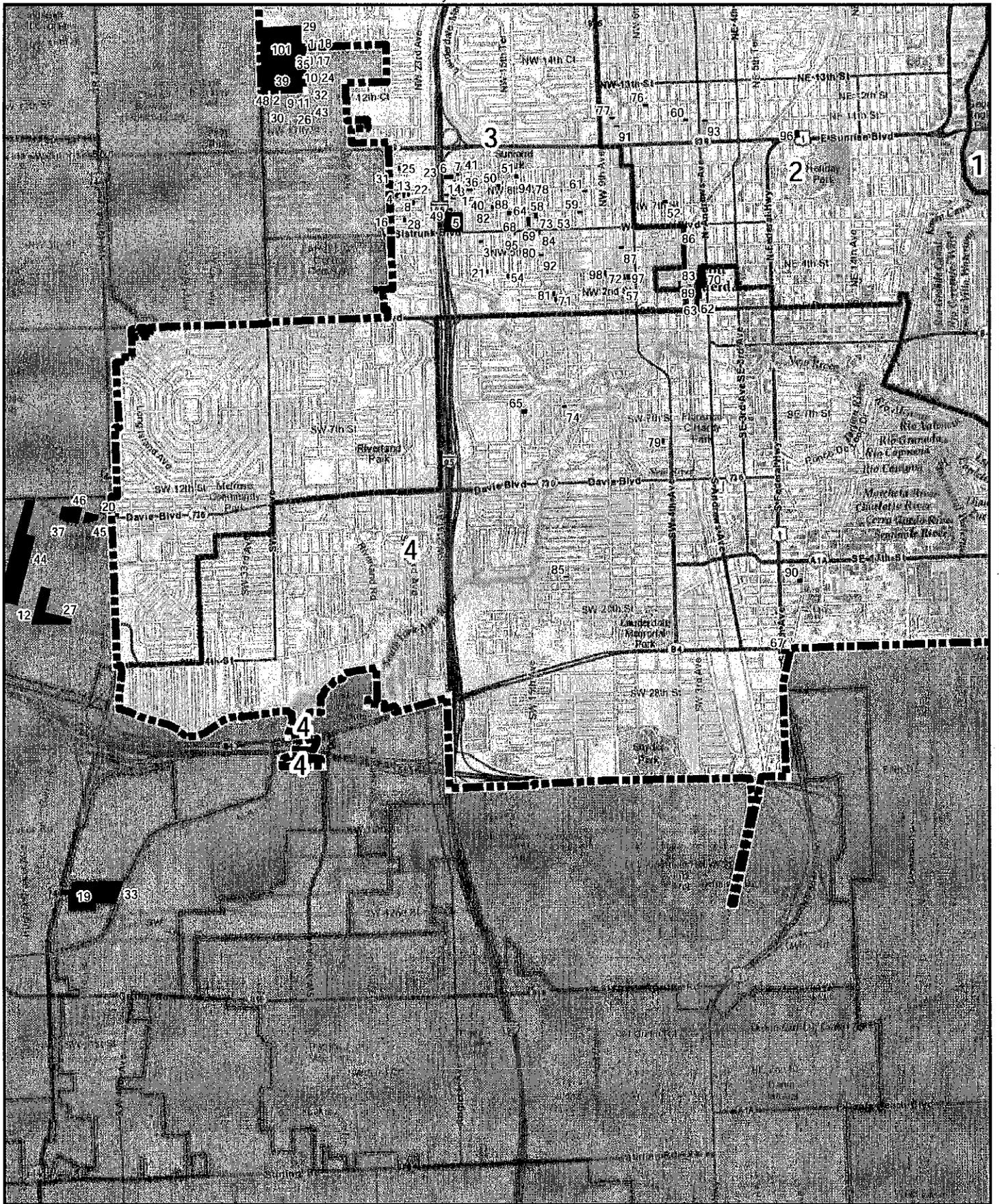
EXHIBIT 1
 CAM 13-0857
 PAGE 4 of 39



1 inch = 3,500 feet



Date: 4/11/2013



City of Fort Lauderdale
 Surplus Property
 Commission District 4

EXHIBIT 1
 CAM 13-0857
 PAGE 5 of 39



1 inch = 4,000 feet



Date: 4/11/2013
 0.39

10/29/2013 9:55 AM
City of Fort Lauderdale -- Surplus Property 2013

Parcel ID	Lot Number	District	Project	Address	Justified	Unjustified	Industrial	Sale Date	SCF
494232015751	0	3	NW	1507 29th AVE	\$20,000	\$-00	\$20,000	3/1/1963	9999
494232015750	1	3	NW	29th AVE	\$10,000	\$-00	\$10,000		5000
494232040080	2	3	NW	2991 13th ST	\$15,320	\$-00	\$15,320	5/1/2001	6129

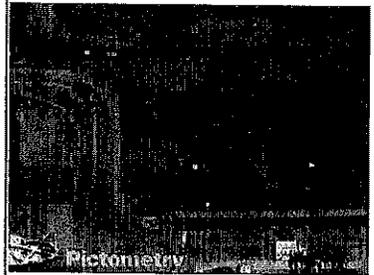
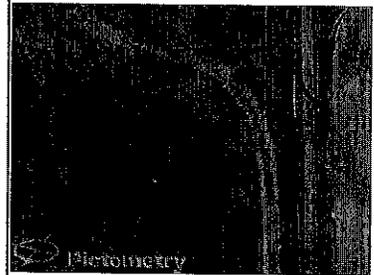
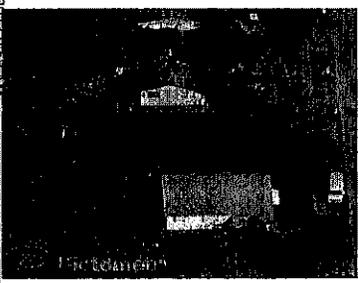


EXHIBIT 1
 CAM 13-0857
 PAGE 6 of 39

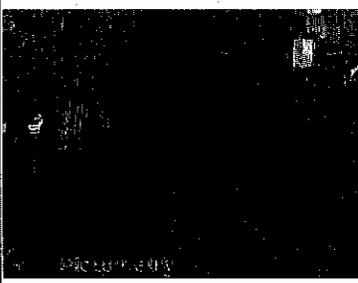
7900 3 3 NW 525 17th AVE \$28,930 \$-00 \$28,900 11/18/1999 5650



504204250430 3 3 NW 525 17th AVE \$28,930 \$-00 \$28,900 11/18/1999 5650

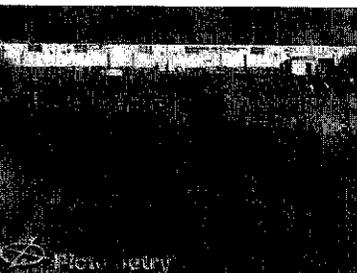
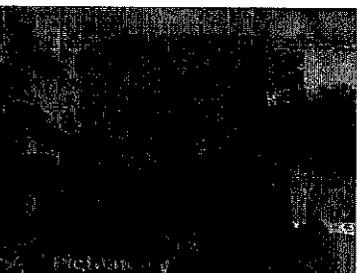


504205011550 4 3 NW 22nd RD \$40,030 \$-00 \$40,000 7/1/1987 5004

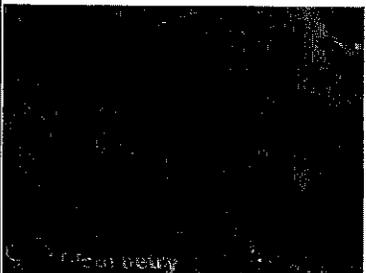


504204180330 5 3 NW 704 20th AVE \$9,000 \$-00 \$9,000 1/1/1978 4500

EXHIBIT 1
CAM 13-0857
PAGE 7 of 39

Parcel ID	Area	Block	Section	Quarter	Address	Area	Value	Assessed Value	Value	Effective Date	Area
504204320040	6	3	NW	9th	ST	\$91,500	\$-00	\$91,500	6/20/2002	26500	
504204190160	7	3	NW	19th	TER	\$7,500	\$-00	\$7,500	5/12/2002	3750	
504205011750	8	3	NW	7th	CT	\$36,640	\$-00	\$36,650	4/29/1999	5603	

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	504137010980	12	UN			\$0	\$-00	\$-00		447487	
	504205011510	13	3	NW	8th	ST	\$37,210	\$-00	\$37,210	12/6/1999	5833
	504204190050	14	3	NW	19th	TER	\$7,500	\$-00	\$7,500	12/28/1998	3750

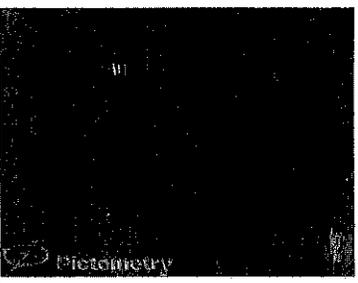
City of East Lauderdale

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 10 of 39

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FOLIO	BLK	PARCELS	OWNER	STREET	STREET	AMOUNT	AMOUNT	AMOUNT	DATE	AMOUNT	
504204090070	15	3	NW	8th	ST	\$15,000	\$-00	\$15,000		7500	
504205010380	16	3	NW	2324	6th	PL	\$11,210	\$-00	\$11,210	3/1/1989	5604
494232013150	17	3	NW	15th	CT	\$14,550	\$-00	\$14,550	7/17/1996	5821	

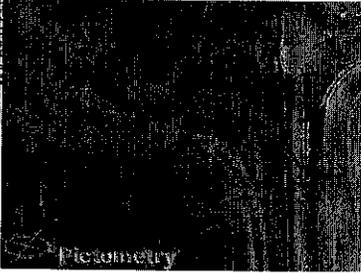
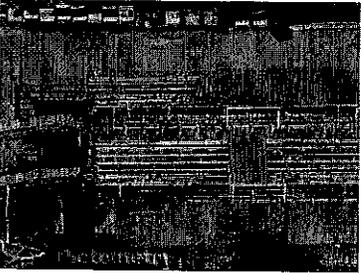
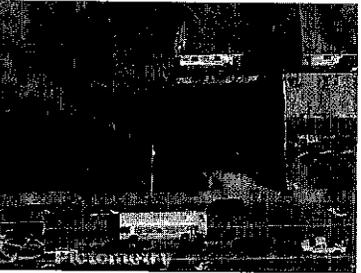


City of Fort Lauderdale

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 11 of 39

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	504125160010	19	UN					\$0	\$-00	\$-00	1048174
	504218010732	20	3			DAVIE	BLV D	\$89,320	\$-00	\$89,320	7178

City of Fort Lauderdale

BID 636-11291

EXHIBIT 1
CAM 13-0857
PAGE 12 of 39

	504204250761 21 3 NW 4th ST \$23,090 \$-00 \$23,080 12/6/1999 4500
	504205011480 22 3 NW 8th ST \$37,070 \$-00 \$37,090 5783
	504204180530 23 3 NW 741 20th AVE \$27,500 \$-00 \$27,500 12/27/1994 5000

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City of East Landersdale

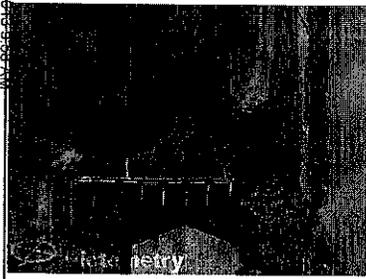
Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 13 of 39

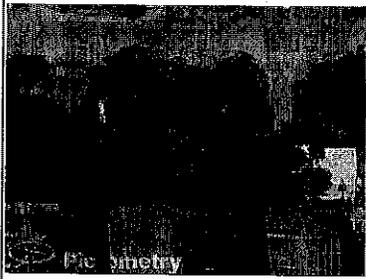
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504205090070	25	3	NW		9th	CT	\$33,070	\$-00	\$33,060	5751
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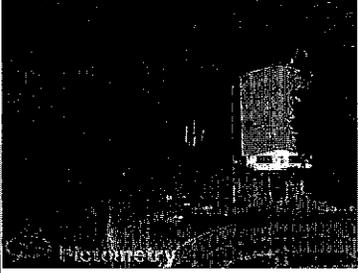
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City of East Lauderdale

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 PAGE 14 of 39

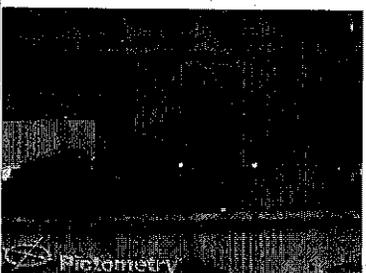
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	494232013152	29	3	NW		29th	AVE	\$13,640	\$-00	\$13,640	7/17/1996 5457

City of East Lauderdale

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 15 of 39

POLID	NUMBR	DISTR	PARCEL	ADDRESS	AREA	OFFICER	CONV DATE	JUSTVAL	FILE DATE	SOFT
494232040040	30	3	NW	2941 13th ST			\$13,100	\$-00	\$13,100	8/1/1993 5240
										
504205080100	31	3	NW	24th AVE			\$56,220	\$-00	\$56,260	5/25/1995 8744
										
494232030310	32	3	NW	13th ST			\$13,060	\$-00	\$13,060	7/1/1983 5223
										

City of East Lauderdale

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 16 of 39

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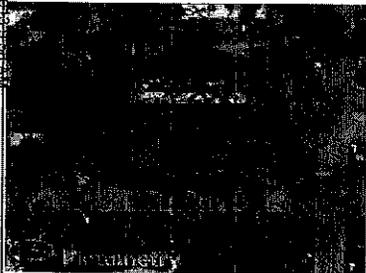
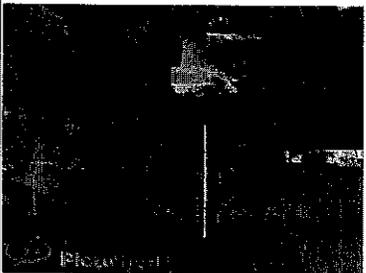
	504125160020 33 UN	\$0	\$-00	\$-00	190291			
	494232015760 34 3 NW	29th	AVE	\$10,000	\$-00	\$10,000	9/1/1976	5000
	494232015780 35 3 NW	29th	AVE	\$10,000	\$-00	\$10,000	9/1/1983	5000

City of Escondido

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 17 of 39

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Parcel ID	Area	Block	Section	Quarter	Address	Area	Assessed Value	Market Value	Adjusted Value	Effective Date	Area
504204180630	36	3	NW	7th	PL	\$10,000	\$-00	\$10,000	7/27/2001	5000	
504137010981	37	UN				\$0	\$-00	\$-00		2347	
504204190260	38	3	NW	19th	TER	\$8,250	\$-00	\$8,250	5/26/1998	4125	

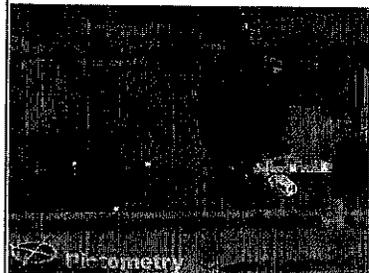
City of East Lauderdale

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 18 of 39

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ACCOUNT NUMBER	DISTRICT	PROPERTY ADDRESS	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE	EXPIRES	PARCEL NUMBER
504204190060	42	3 NW 19th TER	\$7,500	\$-00	\$7,500		3750
494232030300	43	3 NW 2931 13th ST	\$13,050	\$-00	\$13,050	7/1/1978	5219
504137011280	44	UN	\$0	\$-00	\$-00		1620640



City of Fort Lauderdale

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EXHIBIT 1
CAM 13-0857
PAGE 20 of 39

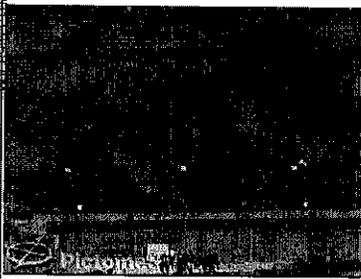
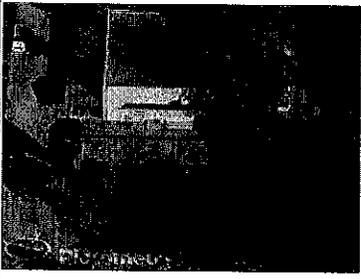


	504137010790	45	UN		\$0	\$-00	\$-00	101525			
	504137010980	46	UN		\$0	\$-00	\$-00	267181			
	494232015770	47	3	NW	1491	29th	AVE	\$10,000	\$-00	\$10,000	5000

City of Escondido

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 21 of 39

Parcel ID	NUM	Dist	Block	Address	Area	Value	Assessed	Market	Acq. Date	SOFT
494232040070	48	3	NW	13th ST		\$50,990	\$-00	\$50,990	5/1/1978	5251
										
504204020430	49	3	NW	1901 6th ST		\$1,652,910	\$3,492,060	\$4,530,970		330581
										
504204170440	50	3	NW	816 16th AVE		\$10,000	\$-00	\$10,000		5000
										

City of Fort Lauderdale

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 22 of 39

p. 55
Friday, April 12, 2013

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	504204140300 51 3 NW 832 15th AVE \$5,000 \$-00 \$5,000 1/27/2000 2500
	494234070390 52 2 NW 4th AVE \$43,740 \$-00 \$43,740 12/1/1990 9720
	504204060410 53 3 NW 1406 6th ST \$31,440 \$-00 \$31,450 12/1/1976 3975

City of Fort Lauderdale

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 23 of 39

Parcel ID	Area	Block	Side	Address	City	State	Assessed Value	Market Value	Assessed Value	Effective Date	Area
504204251010	54	3	NW	4th	ST		\$29,100	\$-00	\$29,090		5750
504212100470	55	2		3016	ALHAMB RA	ST	\$281,250	\$-00	\$281,250	6/1/1993	6250
504212100510	56	2		3000	ALHAMB RA	ST	\$641,070	\$6,640	\$647,710	7/31/1995	9149

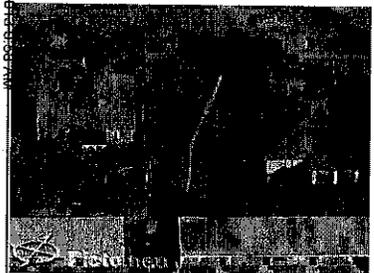


EXHIBIT 1
CAM 13-0857
PAGE 24 of 39

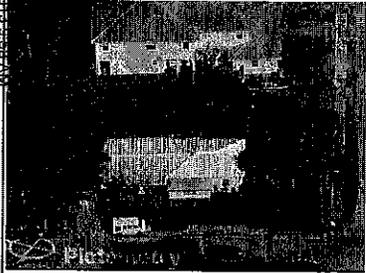
	504210120540 57 3 NW 3rd ST \$25,380 \$-00 \$25,380 12/20/2000 3625
	504204110430 58 3 NW 14th AVE \$10,000 \$-00 \$10,000 5/1/1987 5000
	494234078760 59 3 NW 10th TER \$33,750 \$-00 \$39,130 3/24/1998 6750

City of Eau Claire

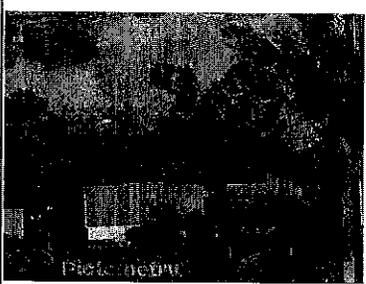
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EXHIBIT 1
CAM 13-0857
PAGE 25 of 39

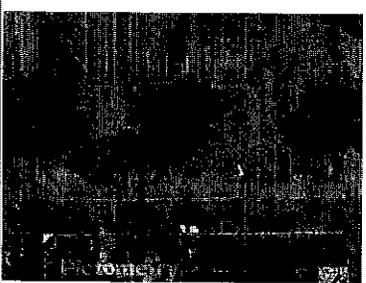
494234038920



LOT	PARCELS	NUMBER	DISTRICT	SECTION	ADDRESS	AREA	APPROXIMATE VALUE	APPROXIMATE TAXES	APPROXIMATE ASSESSMENT	RECORD DATE	AREA
494234038920	60	2	NW		1st AVE	\$10,130	\$-00	\$10,130	10/25/2002	3375	



494234067960	61	3	NW	740	10th TER	\$15,190	\$-00	\$15,190		3375
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504210011900	62	4	NW	100	1st AVE	\$87,000	\$13,320	\$112,920		7250
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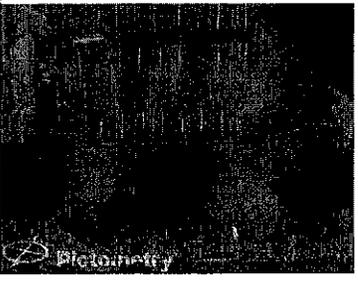
City of Fort Lauderdale

Bid 535-1231

EXHIBIT 1
CAM 13-0857
PAGE 26 of 39

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Parcel ID	Lot	Block	Dist	Prop	Address	Area	Value	Assess	Market	Year	Area
504210011890	63	4	NW		1st AVE		\$87,000	\$12,590	\$159,680		7250
504204110750	64	3	NW		14th TER		\$82,500	\$9,000	\$91,500		7500
504209021930	65	4	SW	526	15th AVE		\$62,370	\$-00	\$62,370	3/1/1988	14675



City of Fort Lauderdale

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 27 of 39

Parcel ID	Area	Block	Lot	Acres	Address	Assessed Value	Market Value	Assessed Value	Effective Date	Area
504212100490	66	2		3008	ALHAMB ST RA	\$937,500	\$-00	\$937,500	12/1/1991	12500
504223020010	67	4			MIAMI RD	\$537,360	\$-00	\$537,360	6/16/1983	22974
504204230350	68	3	NW	606	15th TER	\$9,000	\$-00	\$9,000	2/25/2002	4500

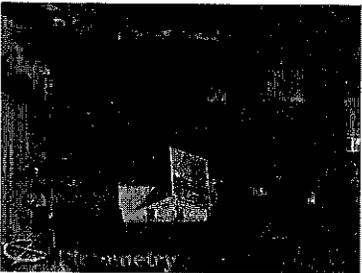
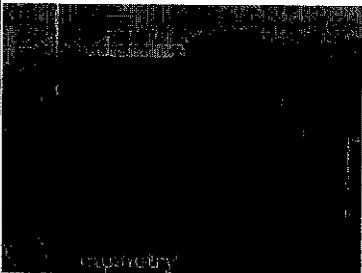
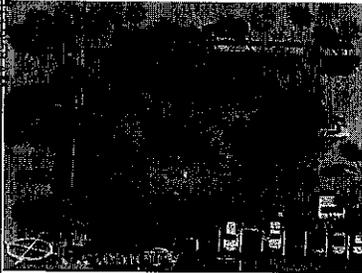


EXHIBIT 1
CAM 13-0857
PAGE 28 of 39

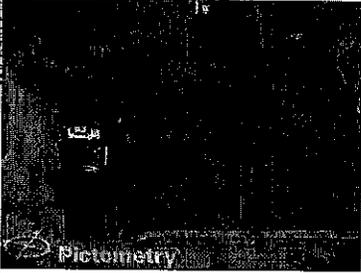
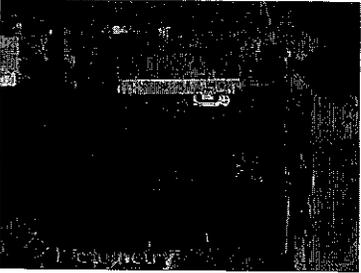
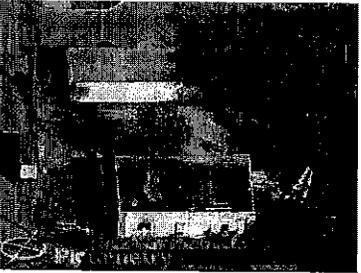
	504204110790 69 3 NW 14th TER \$55,000 \$7,000 \$62,000 5000
	504210150010 70 4 N 301 ANDREW AVE \$1,115,290 \$2,583,970 \$3,699,260 157426 S
	504204200291 71 3 NW 1214 2nd ST \$12,000 \$-00 \$12,000 6000

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City of Fort Lauderdale

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 29 of 39

Parcel ID	Lot	Block	Side	Address	Street	Area	Value	Assessment	Value	Date	Area
504210120520	72	3	NW	723	3rd ST		\$39,950	\$-00	\$39,920	8/1/1965	7250
											
504204110460	73	3	NW	633	14th AVE		\$10,000	\$-00	\$10,000	7/3/2003	5000
											
504209020160	74	4	SW	604	12th AVE		\$25,300	\$-00	\$25,300	3/3/1998	5952
											

City of Fort Lauderdale

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 30 of 39

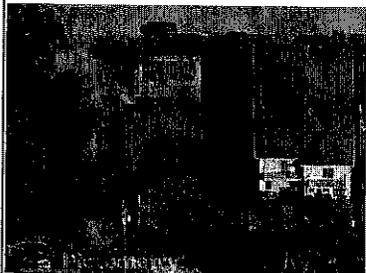
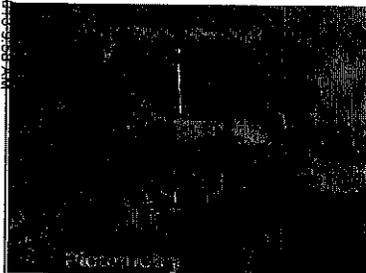
	504212100460	75	2	3020	ALHAMB RA ST	\$312,500	\$-00	\$312,500	5/1/1973	6250		
	494234037570	76	2	NW	1145	5th	AVE	\$33,750	\$79,390	\$132,440	4/26/2002	6750
	494234036860	77	2	NW	8th	AVE	\$10,130	\$-00	\$10,130	6/19/2007	3378	

City of Fort Lauderdale

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 31 of 39

Parcel ID	Lot	Block	Subdiv	Project	Address	City	State	Acres	Assessed Value	Market Value	Current Value	Effective Date	Area
504204110770	78	3	NW	631	14th	TER		\$27,500	\$3,900	\$31,400			2500
504215010960	79	4	SW		9th	ST		\$65,450	\$-00	\$65,450	5/1/1989		6545
504204240040	80	3	NW	1504	6th	ST		\$37,770	\$-00	\$37,760			4680



City of Fort Lauderdale

Bld 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 32 of 39

	504204200351 81 3 NW 1219 2nd ST \$12,000 \$-00 \$12,000 8/1/1994 6000
	504204120680 82 3 NW 7th CT \$10,000 \$-00 \$10,000 5000
	504210011880 83 4 NW 110 1st AVE \$87,000 \$13,050 \$100,050 6/1/1972 7250

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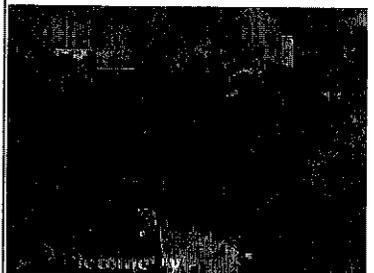
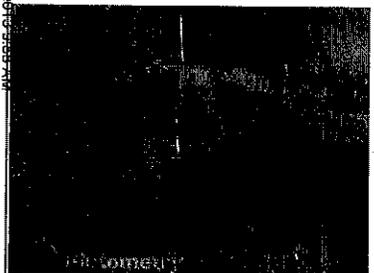
City of Fort Lauderdale

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 33 of 39

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Parcel ID	Area	Units	Orientation	Address	Year	Est. Land	Est. Build	Est. Total	Acres	Area
504204110780	84	3	NW	14th TER		\$55,000	\$6,500	\$61,500		5000
504216120200	85	4	SW	12th AVE		\$770	\$-00	\$770	8/8/1995	1500
504203010010	86	3	NW	2nd AVE		\$108,460	\$-00	\$108,460		10644



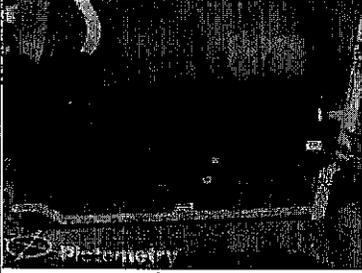
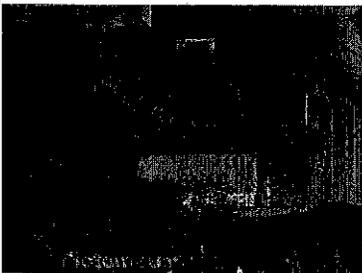
City of Fort Lauderdale

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 34 of 39

	<p>504203011750 87 3 NW 501 7th TER \$41,950 \$-00 \$41,930 5/1/1964 6375</p>
	<p>504204230270 88 3 NW 648 15th TER \$20,250 \$-00 \$20,250 12/1/1987 10125</p>
	<p>504210011860 89 4 NW 130 1st AVE \$261,000 \$15,050 \$276,050 7/1/1986 21750</p>

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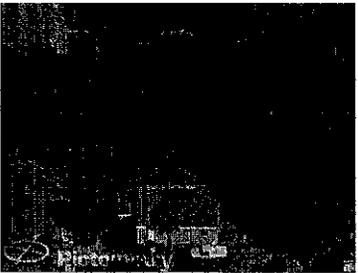
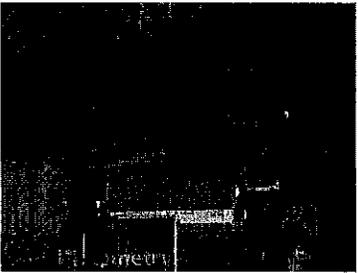
	504214032860	90	4	1817	MIAMI RD	\$130,520	\$6,130	\$136,650	10/30/2006	13052
	494234051230	91	2	NW	11th ST	\$1,680	\$-00	\$33,590	10/25/2002	3359
	504204061750	92	3	NW	14th AVE	\$7,910	\$-00	\$7,910		3955

City of Fort Lauderdale

Bid 585-1231

EXHIBIT 1
CAM 13-0857
PAGE 36 of 39

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Parcel ID	Zone	Lot	Dir	St	St	Area	Area	Area	Area	Area	Area	Area
494234039440	93	2	NE	1st	AVE	\$1,720	\$-00	\$10,150	10/25/2002	3382		
504204140290	94	3	NW	828	15th AVE	\$15,000	\$-00	\$15,000	9/1/1969	7500		
504204110800	95	3	NW	14th	TER	\$10,000	\$-00	\$10,000		5000		

CITY of East Lauderdale

EXHIBIT 1
CAM 13-0857
PAGE 37 of 39

Bid 535-11231

Parcel ID	Area	Block	Side	Address	Frontage	Depth	Area	Value	Assessed Value	Year	Area
494234047490	96	2	E	825 SUNRISE BLV D				\$581,180	\$-00	11/26/1999	28362
504210120550	97	3	NW	3rd ST				\$39,950	\$-00		7250
504210120710	98	3	NW	9th AVE				\$14,000	\$-00		7000

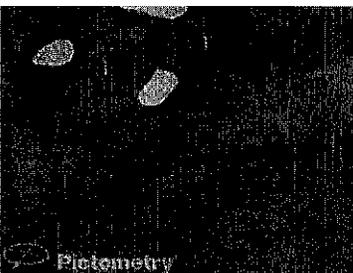
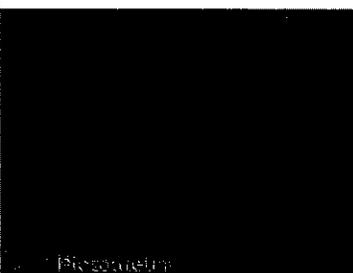
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City of Fort Lauderdale

Bid 535-11231

EXHIBIT 1
CAM 13-0857
PAGE 38 of 39

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	494229000351	99	3	NW	19th	ST	\$25,020	\$1,300	\$26,320	9/14/2001	3127
	494224000080	100	1		3801	BAYVIEW DR	\$217,800	\$330,820	\$548,620		435601
	494232000110	101	3	NW	16th	ST	\$4,325,200	\$-00	\$4,325,200		1710662

City of East Lauderdale

EXHIBIT 1
CAM 13-0857
PAGE 39 of 39

Bid 535-11231

New leases would be a cost to the Lessee]

When determining the Buyer / Lessee being responsible for the agents compensation, did the city understand that this method would greatly reduce the available pool of prospects, especially with leasing? (Submitted: Jul 1, 2013 11:31:22 AM EDT)

Answer

- Yes (Answered: Jul 2, 2013 7:26:50 AM EDT)

Question 10

Part IV / 03B1

The contractor shall provide updated reports.

Q: How often will reports on city owned property be required? What type of reports will be expected? (Submitted: Jul 1, 2013 11:33:20 AM EDT)

Answer

- Frequency and type of report should be proposed by the Proposer. (Answered: Jul 2, 2013 7:26:50 AM EDT)

Question 11

03 Scope of Services / B5 - Is the commission being paid on the Gross lease value? Is it paid all up front or annually?

(Submitted: Jul 1, 2013 11:36:55 AM EDT)

Answer

- As rent is received (Answered: Jul 2, 2013 7:26:50 AM EDT)

Question 12

The bid date due is July 25, 2013, what is the timeline after that to open the bids, classify them and recommend the top three bids to the city manager?

How long after that will it go before the commission for approval? (Submitted: Jul 1, 2013 2:40:30 PM EDT)

Answer

- There is no set schedule of when it will be awarded, however the first available date for Commission approval would be approximately September. (Answered: Jul 1, 2013 3:10:12 PM EDT)

Question 13

Is the City open to compensating the Contractor for the strategic planning component separately from the commissions?

(Submitted: Jul 1, 2013 4:00:32 PM EDT)

Answer

- No (Answered: Jul 8, 2013 8:08:18 AM EDT)

Question 14

Is the City open to compensating the Contractor for the strategic planning component separately from the commissions?

(Submitted: Jul 1, 2013 4:00:35 PM EDT)

Answer

- No (Answered: Jul 8, 2013 8:08:18 AM EDT)

Question 15

Does the City anticipate passing the Lease Management cost through to the Lessee as an ongoing operating expense?

In the event that the Contractor represents the City in a lease transaction/renewal, is the contractor eligible for a commission?

(Submitted: Jul 1, 2013 4:18:22 PM EDT)

Answer

1. Yes

2. The Contractor will continue to receive its property management fee. There is no commission for lease renewals. (Answered: Jul 5, 2013 7:14:30 AM EDT)

Question and Answers for Bid #535-11231 - Real Estate Brokerage Services, Annual Contract

OVERALL BID QUESTIONS

Question 1

This is pertaining to the management of the approximately 30 leases, has the scope of services to be provided been determined? Negotiate lease terms, administer leases, collect rents, provided 3rd party services to premises, janitorial, etc?
(Submitted: Jun 26, 2013 4:22:48 PM EDT)

Answer

Please refer to Addendum No. 1 for response. (Answered: Jun 26, 2013 4:47:51 PM EDT)

Question 2

Part VIII Proposal Pages Technical Proposal Tab 14
If the Bidder has provided similar services to clients /references before the previous three years, would that be considered?
(Submitted: Jun 27, 2013 11:37:22 AM EDT)

Answer

For eligibility requirements, please refer to Part I, Section 04, ELIGIBILITY (Answered: Jun 27, 2013 11:53:39 AM EDT)

Question 3

per the Charter of the City of Fort Lauderdale Sec 8.04
sub a) In no event shall the sale be for less than seventy-five (75%) percent of the appraised value of the property as determined by the city commission.
How does the commission determine the "appraised value" and if an appraisal is ordered who pays for it?
sub b) Who is responsible for the cost of publication in the official newspaper? (Submitted: Jun 27, 2013 4:37:50 PM EDT)

Answer

With respect to the sale of Surplus Property:
A) Under Charter Sec. 8.04, the City does not rely upon an independent appraisal of the targeted Surplus Property. Over the past several years the starting point in that analysis of the "assessed value" of the Surplus Property being offered for sale is the BCRA "just / market value". That number is not binding on the City Commission as it has the discretion to determine the appraised value of the property on their own. However, more often than not the BCRA "just / market value" is the bogey that has been used for Surplus Property. Prior to the present system, staff did their own analysis as to the value of the property, but that methodology was abandoned in favor of using the BCRA "just / market value" as the starting point in the analysis.
B) The City has borne the expense of publication. (Answered: Jun 28, 2013 1:25:01 PM EDT)

Question 4

Part IV / 01
* The selected firm will be responsible for assisting the City Manager staff with brokerage services.
Q: Is there a set amount of time or a set schedule for the time needed for city staff assistance? or How much time each month is anticipated of the Manager / Agent? (Submitted: Jul 1, 2013 11:09:44 AM EDT)

Answer

No set time. (Answered: Jul 2, 2013 7:26:50 AM EDT)

Question 5

Part IV 02
The contractor shall be responsible for identifying which properties have the most potential to generate revenue.
Q: How does the city plan to compensate for the review of the 700 properties? Is the city going to prepare a detailed list of the 700 properties, outlining its current use, size, parking, zoning, and then seek recommendations from the manager / agent for ways to generate revenue? (Submitted: Jul 1, 2013 11:17:06 AM EDT)

Answer

This is a non-compensated activity (Answered: Jul 2, 2013 7:26:50 AM EDT)

Question 6

Part IV - Technical Specifications / 03 Scope of Services - A
Q: Does the city expect the manager to visit the 140 parcels on a regular basis to inspect or are these only part of the potential property for sale. (Submitted: Jul 1, 2013 11:22:15 AM EDT)

Answer

No. (Answered: Jul 2, 2013 7:26:50 AM EDT)

Question 7

Part IV / Scope of Services 03A4 - Recommendations for Community Use
When determining if a community use is probable, will city staff be available to assist in determining the best probable need for a community use of a property? (Submitted: Jul 1, 2013 11:25:33 AM EDT)

Answer

Yes (Answered: Jul 2, 2013 7:26:50 AM EDT)

Question 8

IV - 03A6 - If the city does not sell or lease a parcel, how would the agent be compensated for the research, reporting and recommendations? (Submitted: Jul 1, 2013 11:27:41 AM EDT)

Answer

They would not be compensated. (Answered: Jul 2, 2013 7:26:50 AM EDT)

Question 9

Part IV - Tab 03A7 - Buyer / Lessee Pays Fees
The city is asking for all sales and leasing commissions, both sides, to be paid by the Buyer / Lessee? [A: Addendum 1, 10.c.]



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 2

RFP 535-11231
Real Estate Brokerage Services

ISSUED July 3, 2013

This addendum is being issued to make the following change:

The following is now part of the General Conditions:

5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES: if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB
Procurement Services Division

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

EXHIBIT 6**2011 Florida Statutes****166.0451 Disposition of municipal property for affordable housing.—**

(1) By July 1, 2007, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality holds fee simple title that is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such property.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the municipality may be offered for sale and the proceeds may be used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the municipality may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term “affordable” has the same meaning as in s. 420.0004(3).

History.—s. 4, ch. 2006-69.

than ten (10) days before said date of receiving bids and the second publication one (1) week after the first, on which date sealed bids shall be received by the city commission for the lease of said publicly owned lands and facilities. The sealed bids must be accompanied by cash, cashier's check or certified check payable to the city in an amount equal to at least ten (10) percent of the first year's rental. The city commission, in offering such public property or public owned facility for lease, shall set out in said resolution and notice such terms and conditions as deemed pertinent under which said facility will be leased and the number of years for which said facility shall be leased. The city commission shall consider any and all proposals and accept the proposal which, in its judgment, shall be the most advantageous lease for the city; but the city commission may reject any and all bids. Upon the city commission approving any proposal submitted as provided herein, said proposal shall be accepted by resolution duly adopted, authorizing preparation of the lease, provided a valid referendum petition has not been filed. If before the day advertised for receiving bids for lease of such property, a referendum petition is filed with the city clerk signed by fifteen (15) percent of the registered voters, demanding a referendum election upon the question of leasing such property, no lease shall be executed by the officials of the city until after approved by a majority of the voters participating in such referendum election. Such referendum election shall be called and held as provided in this charter.

(d)

The resolution accepting the bid shall require the preparation of a form of lease for execution, embodying the terms and conditions of the bid and other legal requirements, for submission to the commission at its next regular meeting or at a designated meeting. At least three (3) days before the meeting date, the lease shall be posted on a public bulletin board by the city clerk and each commissioner shall be given a copy of the lease with a covering summary letter, providing, however, that in case of emergency, such procedure may be waived by the affirmative vote of three (3) of the commissioners. The city attorney or city manager shall be required to give a summary of the lease to the public at such meeting which shall be open to the public. Citizens and taxpayers shall have an opportunity to object to the terms and conditions of such lease. If the commission is satisfied with the terms and conditions of such lease, it shall pass a resolution authorizing execution of such lease by the proper officials of the city, upon compliance upon the part of the lessee. Amendment to such lease may be made from time to time by mutual consent, observing the same formality as in the original lease.

EXHIBIT 5

CHARTER OF THE CITY OF FORT LAUDERDALE

Sec. 8.09. - Leases for more than one year and not more than fifty years.

City is hereby empowered to lease or concession to private persons, firms or corporations, for nonpublic purposes, any lands, improvements, public buildings, recreational parks or facilities, golf courses, public beaches, public utility plants, or any public works or public property of any kind including air space over public property owned or operated by the City of Fort Lauderdale, and not needed for governmental purposes, whether used in a governmental or in a proprietary capacity, for a period of not more than fifty (50) years, plus such length of time, not to exceed five (5) years, determined by the city commission to be reasonably necessary to complete construction of the improvements proposed for the demised premises by such persons, firms or corporations. Each lease shall be authorized only after public hearing, under authority of a resolution duly adopted at a meeting duly held at a designated adjourned meeting, under the following conditions, to wit:

(a)

One (1) of the conditions for leasing such public property may be obligations of the lessee to construct thereon buildings or improvements to be used in connection with an existing facility, or to construct improvements on said property, if same is vacant, and in a manner not detrimental or harmful to the operation of the proposed facility. In no event shall the fee title of the city be subordinated except upon terms and conditions as approved by the city commission.

(b)

The city commission shall adopt a resolution at a regular meeting of the city commission specifying the facility to be leased, described by metes and bounds, or by reference to a recorded plat, if any, and giving its location by street number, if any, and a description of all improvements located upon the land, and shall declare how said land and improvements have been used since same have belonged to the city and the reasons for offering such land and improvements for lease.

(c)

At any time, not less than thirty (30) days nor more than sixty (60) days, after the adoption of such resolution the land and improvements shall be offered upon competitive conditions for lease as desired and a notice shall be published by the city in the official newspaper for two (2) issues prior to the date set for receiving such bids for lease, with the first publication not less

by the city commission based upon what it believes to be a fair and equitable commission for the service to be rendered.

Protests. During the period intervening between the adoption of the resolution and the date of sale, taxpayers and registered electors of the city may protest or object to the sale, or propose other public uses for the said property, and the city commission may rescind its former action and repeal the resolution declaring the property should be sold, if it deems same expedient and proper.

(d)

Authority to sell; cemetery lots excepted. Subject to the foregoing provisions, City of Fort Lauderdale is hereby empowered to sell and dispose of any lands, improvements, public buildings, recreational parks and other lands now owned or hereafter acquired by said city, and in the deed of conveyance may place such conditions, limitations and restrictions on the use of such property by the purchasers as to the city commission shall seem proper. The above restrictions as to sale of public property shall not apply to sale of municipal cemetery lots, which are subject to rules and regulations governing same.

(e)

Resolution accepting offer and authorizing conveyance. At any regular meeting after publication of the resolution as heretofore provided in paragraph (b), the city commission may adopt a resolution accepting the best offer and authorizing the execution of a deed of conveyance; provided that if such property is encumbered by any bonds or obligations for which such property or the revenue derived therefrom is specially pledged, the purchase price must be sufficient to pay and discharge such bonds or obligations according to the terms thereof.

(f)

Notwithstanding the provisions of this section or other provisions of this article, City of Fort Lauderdale shall have the right to exchange, deed or convey portions of publicly owned lands, or grant concessions, leases or rights therein to private persons, in consummating a transaction whereby City of Fort Lauderdale acquires property needed in connection with a public improvement or a public use.

(g)

The City of Fort Lauderdale is hereby authorized to pay a real estate commission to any registered real estate broker, licensed to do business in the State of Florida, who negotiates and procures a purchaser or tenant for any real estate sold or leased by the City of Fort Lauderdale. Such real estate commission shall only be paid, however, on the consummation of such sale or lease, and the commission paid shall in each instance be determined

EXHIBIT 3

CHARTER OF THE CITY OF FORT LAUDERDALE

Sec. 8.04. - Sale of real property to private persons, firms or corporations.

City of Fort Lauderdale is hereby authorized and empowered to sell any public lands and improvements thereon, title to which is vested in City of Fort Lauderdale, to any private person, firm or corporation (other than a public body) under the following conditions, to-wit:

(a)

Resolution declaring property not needed for public use. The city commission shall adopt a resolution at a regular meeting of the city commission particularly describing the land by metes and bounds, reference to a recorded plat or government survey, its location by street number, if any there be, a description of all improvements located upon the land, and shall declare how said land has been used since same has belonged to the city, why it is desirable to sell same, and that the city does declare and determine that it is for the best interests of the city that such lands and facilities be sold. The resolution declaring that such lands be sold shall state whether the sale shall be made for cash or terms. Where the value of the land is determined by the city commission to be less than ten thousand dollars (\$10,000.00), the sale shall be for cash. Where the value of the land is determined by the city commission to exceed ten thousand dollars (\$10,000.00), the city commission may sell same for twenty-five (25) percent cash and the balance upon terms, with installments due yearly, not exceeding ten (10) years, with interest to be determined by the city commission. The city shall sell, without competitive bidding, to the party making the best offer, but the city may reject any and all offers at any time. Offers shall be accompanied by cashier's checks or certified checks payable to the city in an amount equal to at least ten (10) percent of the offer. In no event shall the sale be for less than seventy-five (75) percent of the appraised value of the property as determined by the city commission.

(b)

Notice; offers. Within seven (7) days after the adoption of the resolution, it shall be published by the city in one (1) issue of the official newspaper. Offers shall be accompanied by cashier's checks or certified checks payable to the city in an amount equal to at least ten (10) percent of the offer.

(c)

Exhibit 3

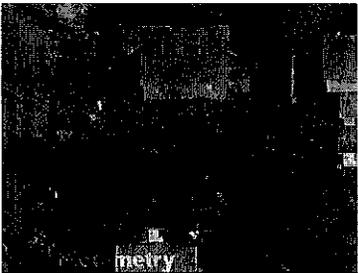
City Leases with Annual Values

1540 SE 17 Street	\$1,952.00
A1A Clipper/Trader	\$8,026.32
Auramar	\$771.00
Bahia Mar	\$900,000.00
Bella Pizza	\$19,538.04
Castillo Grand	\$12,924.00
CBSI City Hall Park Garage	\$177,606.00
Cheesecake Factory	\$1,000.00
Coral Ridge Golf Course	\$5,000.00
Downtown Deli	\$40,000.00
Dr. Nadja Horst	\$23,900.00
Jungle Queen	\$152,000.00
Lakeview Plaza	\$2,630.24
Las Olas Company	\$665.00
M.Ahadpour V Light	\$12,600.36
Michigan/Oakland	\$285.00
New River Trading Post	\$55,200.00
Oasis Café	\$45,600.00
Ocean Bistro	\$60,660.00
One River Plaza	\$1,800.63
Paul James Salon	\$10,200.00
Riddlex	\$10,800.00
RSP/Barnett Bank	\$142,043.00
Salad Bowl	\$15,400.00
Stephnik	\$22,300.00
Sunrise Key	\$180.00
Sushi KO Express	\$10,200.00
USPS	\$160,000.00
Las Olas Riverfront (License Agmt)	\$22,358.00
Stadium (License Agreement)	\$33,000.00
	\$1,948,639.59

Parcel ID	Area	Block	Section	Quarter	Address	Legal Description	Assessed Value	Market Value	Acquired Date	Area (sq ft)
504204160320	36	3	NW	16th	TER	\$10,000	\$-00	\$10,000	12/6/1999	5000

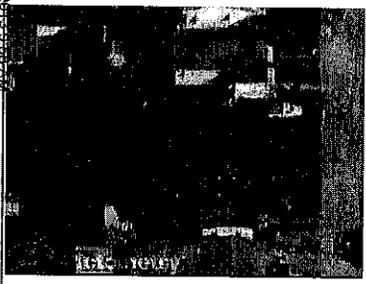
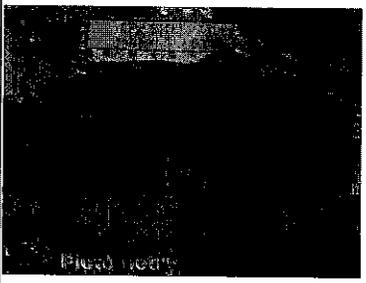
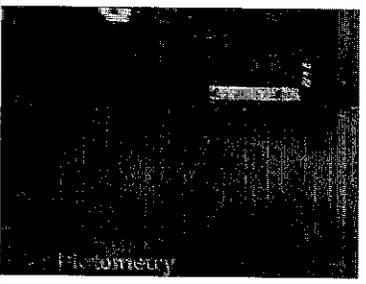


10292615-535-11291

	504210120720	33	3	NW	9th	AVE	\$21,000	\$-00	\$21,000	6/14/1999	10500
	504204110660	34	3	NW	14th	WAY	\$10,000	\$-00	\$10,000	4/30/2003	5000
	504203011920	35	3	NW	8th	AVE	\$51,010	\$-00	\$51,010	12/16/1999	6376

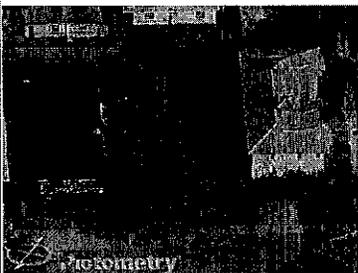
City of Fort Lauderdale

Bid 535-11291

Parcel ID	Lot	Block	Side	Address	Area	Assessed Value	Market Value	Assessed Value	Acquisition Date	Area
504204241060	30	3	NW	15th	WAY	\$31,530	\$-00	\$31,520	12/24/1997	5650
										
504203012620	31	3	NW	8th	AVE	\$39,150	\$-00	\$39,130	12/24/1997	6750
										
504203011720	32	3	NW	7th	TER	\$32,960	\$-00	\$32,940	12/6/1999	6375
										

City of Fort Lauderdale

Bid 535-11231

Account Number	Parcel Number	Block	Dist	Property	Address	Area	Value	Assessed Value	Market Value	Effective Date	Area
	504204240110	27	3	NW	515 15th AVE		\$31,530	\$-00	\$31,520	8/10/2000	5650
	504204200330	28	3	NW	1207 2nd ST		\$32,280	\$-00	\$32,250	12/6/1999	6000
	504204280480	29	3	NW	15th AVE		\$28,860	\$-00	\$28,850	12/6/1999	5625

City of East Lauderdale

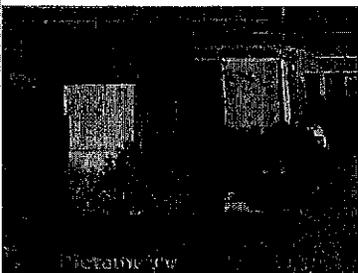
Bid 535-11231



	504204061640	24	3	NW	420	14th	AVE	\$22,070	\$-00	\$22,070	1/13/1997	3955
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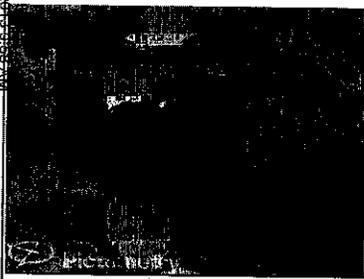
	504204150301	25	3	NW	800	13th	TER	\$10,000	\$-00	\$10,000	12/24/1997	5000
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	504204110920	26	3	NW		15th	AVE	\$5,000	\$-00	\$5,000	12/16/1999	2500
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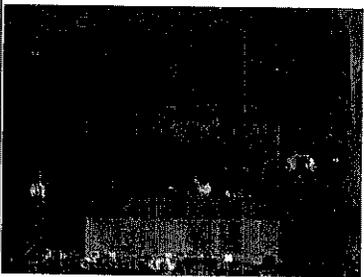
	FOLIO	NUMBER	DIGIT	PROPERTY	ADDRESS		NET LAND	NET BLDG	TOTAL	ACQUISITION	AREA
	504204110910	21	3	NW	624	15th AVE	\$5,000	\$-00	\$5,000	3/24/1998	2500
	504204060610	22	3	NW	1306	6th ST	\$32,550	\$-00	\$32,550		4069
	504204060630	23	3	NW		13th AVE	\$88,280	\$-00	\$88,270	6/1/1992	7910

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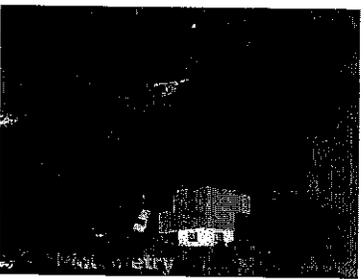
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494234063830 19 3 NW 3rd AVE \$149,240 \$-00 \$149,250 4/5/2000 6750



504204062000 20 3 NW 421 14th TER \$31,530 \$-00 \$31,520 12/6/1999 5650



City of Fort Lauderdale

BID 535-11231

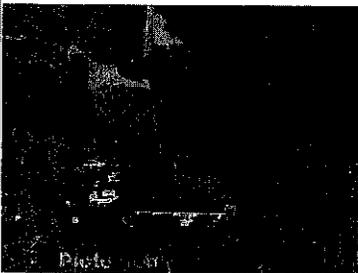
PARCEL	FOLIO	NUMBER	DISTRICT	PROPERTY	ADDRESS			JUST TAX	JUST VAL	JUST VAL	EXPIRES	AREA
	504204180230	15	3	NW	720	19th	TER	\$49,500	\$1,040	\$50,540	12/6/1999	4500
	504204200250	16	3	NW		2nd	ST	\$32,280	\$-00	\$32,250	12/24/1997	6000
	504203011730	17	3	NW		7th	TER	\$38,440	\$-00	\$38,430	9/7/2001	6375

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City of East Lauderdale

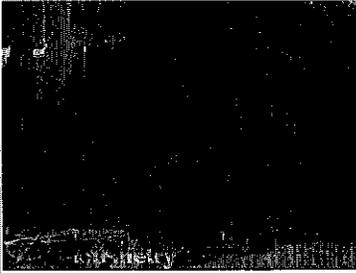
Bid 535-11231

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	504204160050	12	3	NW	16th	TER	\$10,500	\$-00	\$10,500	12/24/1997	5250
	504204180180	13	3	NW	19th	TER	\$9,000	\$-00	\$9,000	12/6/1999	4500
	504204180340	14	3	NW	708	20th AVE	\$28,670	\$-00	\$28,680	4/15/2002	4500

City of Fort Lauderdale

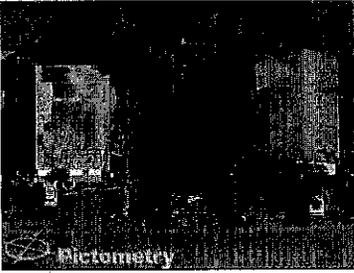
Bid 535-11231

Attachment	Parcel	NUMBER	DISTRICT	PROPERTY	ADDRESS	AREA	VALUE	DEBT	ASSESSMENT	DATE	AREA
	504204180350	9	3	NW	20th	AVE	\$28,670	\$-00	\$28,680	4/15/2002	4500
	504204180210	10	3	NW	19th	TER	\$9,000	\$-00	\$9,000	12/6/1999	4500
	504204180320	11	3	NW	20th	AVE	\$9,000	\$-00	\$9,000	12/6/1999	4500

	<p>504204190280 6 3 NW 19th AVE \$13,260 \$-00 \$13,250 4/15/2002 1875</p>
	<p>504205012070 7 3 NW 21st TER \$72,340 \$-00 \$42,050 6/3/2000 9043</p>
	<p>504204070050 8 3 NW 8th CT \$14,950 \$-00 \$14,940 4/5/2000 2475</p>

City of Fort Lauderdale

Bid 535-11231

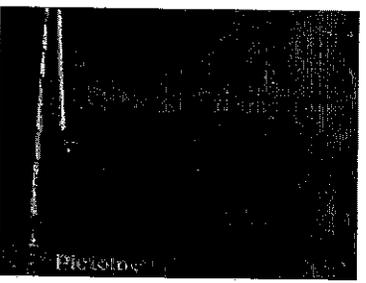
ACCOUNT	LOT	NUMBER	DISTRICT	PROPERTY	ADDRESS		HUSBAND	WIFE	WIDOW	DATE	AREA
	504204090090	3	3	NW	19th AVE	\$15,000	\$-00	\$15,000	6/12/2006	7500	
	504204250810	4	3	NW	17th AVE	\$31,000	\$-00	\$30,980	12/6/1999	5400	
	504205011870	5	3	NW	7th ST	\$44,820	\$-00	\$44,820	12/16/1999	5603	

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City of East Lauderdale

Bid 536-11231

City of Fort Lauderdale -- NW CRA Surplus Property 2013

PHOTO	PARCEL ID	NUM UNITS	TYPE	PROJECT	ADDRESS	AMOUNT	RENT	AMOUNT	ACQUISITION DATE	AREA
	504204250310	0	3	NW	17th AVE	\$10,800	\$-00	\$10,800	12/24/1997	5400
	504204180220	1	3	NW	19th TER	\$9,000	\$-00	\$9,000	12/6/1999	4500
	504204180520	2	3	NW	747 20th AVE	\$38,530	\$-00	\$38,530	12/6/1999	7122



LEGEND

ZONING

B-1	B-2	B-3	CB	CF	CF-H	H-1	I	P	PUD	RAC-AS	RAC-CC	RAC-SMU	RAC-UV	RAC-WMU	RD-15	RDS-15	RMM-25	RML-25	ROC	RS-8	RM-15	RMS-15	ROA	T	U	X-P



**City of Fort Lauderdale
NW CRA Surplus Property
ZONING**



1 inch = 1,250 feet



Date: 6/26/2013