

**AGREEMENT FOR  
REAL ESTATE BROKERAGE  
AND  
LEASE MANAGEMENT SERVICES**

**THIS AGREEMENT**, made this 17<sup>th</sup> day of JUNE 2014, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and CBRE, Inc., a Delaware corporation authorized to transact business in the State of Florida ("Contractor" or "Company"), whose address and phone number are 200 East Las Olas Boulevard, Fort Lauderdale, FL 33301, Phone: 954 331-1738, Fax: 954-468-3069, Email: [ken.krasnow@cbre.com](mailto:ken.krasnow@cbre.com)

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) Request for Proposal No. 535-11231, Real Estate Brokerage Services, Annual Contract, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated July 24, 2013, ("Exhibit B").
- (3) The Contractor's Best and Final Offer dated September 23, 2013, ("Exhibit C")

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated JUNE 17, 2014, and any Addenda.
- C. Third, **Exhibit A**
- D. Fourth, **Exhibit C**
- E. Fifth, **Exhibit B**

**II. SCOPE**

The Contractor shall perform the Work set forth in the Contract Documents with respect to those properties owned or leased by the City ("Facilities") under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's

obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### III. TERM OF AGREEMENT

The initial contract period shall commence on June 17, 2014, and shall end on June 16, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City reserves the right to extend the contract for three (3) additional one (1) year terms, providing all terms and conditions and specification remain the same, both parties agree to the extension, and such extension is approved by the City.

### IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit C. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### V. METHOD OF BILLING AND PAYMENT

The method, amount, process and limitations on payment for Management Services rendered unto the City and the entitlement to Brokerage Commissions are set forth in the Addendum.

### VI. GENERAL CONDITIONS

#### A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and

obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

#### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of reasonable attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or unpatented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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.

#### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

**This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.**

#### **D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

#### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided by law.

**F. 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 commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 30 days prior to cancellation or modification of any required 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-VIII" 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 excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

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

Any firm performing work for or 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 Statutes.

**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)**

Contractor

Limits: \_\_\_\_\_ \$1,000,000 per occurrence

Certificate holder should be addressed as follows:

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

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

**H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

**I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon

termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein. Performance of the services hereunder by Contractor shall not be deemed to be a prohibition of, or interference with Contractor's provision of similar services to third parties, provided that Contractor in so doing does not disclose any confidential information of the City or disclose any documents or portions thereof that would otherwise be exempt from the disclosure under the public records laws of the State of Florida.

**J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related Contractor's work performed or required to be performed under this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

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.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to

time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall endeavor to ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. 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 City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Contractor employees in a supervisory position with respect to the services shall be collectively referred to as the "Key Contractor Personnel." Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement. Notwithstanding the foregoing, the parties acknowledge that Contractor or an affiliate may be involved in representing other parties in real estate transactions involving City or involved in the ownership or management of certain facilities. If, at any time, any Key Contractor Personnel actually becomes aware that City is involved in any material way in any proposed transaction whereby Contractor or an affiliate represents any other party to that transaction, Contractor agrees to notify City promptly upon discovering such facts. Upon discovery of such conflict, Contractor shall proceed no further with the transaction on City's behalf until such time as the City Manager approves a set of internal protocols presented by Contractor with respect to such transaction and the obligation of the Contractor to prevent any communication or collusion between employees of Contractor or Contractor's affiliates which such a conflict of interest may exist.

Contractor further agrees that none of Contractor's officers or Key Contractor Personnel employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such



subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

No representation or recommendation is or will be made by Contractor or its subcontractors, agents or employees as to the legal sufficiency, legal effect, tax or accounting consequences of any transaction or documentation.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, 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.

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**AA. 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 commercially reasonable 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.

#### **BB. Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), 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 (2013), 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 (2013), 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 been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

#### **CC. Public Records**

Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, 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 City, all public records in possession of the contractor upon termination of this 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 City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

**CITY OF FORT LAUDERDALE**

By: \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:

\_\_\_\_\_  
Robert B. Dunckel,  
Assistant City Attorney

ATTEST:

\_\_\_\_\_  
Jonda K. Joseph, City Clerk



ATTEST

By: \_\_\_\_\_

Laurence H. Midler  
Secretary

CONTRACTOR

CBRE, INC., a Delaware corporation

By: \_\_\_\_\_  
Jim Reid, President, Eastern Region

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Jim Reid as president for CBRE, Inc., a Delaware corporation, Eastern Region, authorized to transact business in the State of Florida.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of  
Notary Public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_

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EXHIBIT "A"

RFP No. 535-1131



## **Solicitation 535-11231**

### **Real Estate Brokerage Services, Annual Contract**

**Bid designation: Public**



**City of Fort Lauderdale**

**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](mailto: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](http://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](http://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](http://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](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.	<b>25%</b>
Experience, qualifications and past performance of the proposing firm, including persons proposed to provide the services, facilities, resources and references.	<b>25%</b>
Percent Sales Commission to Contractor	<b>25%</b>
Percent Lease Cost to Contractor	<b>25%</b>
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

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](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 its 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 \_\_\_\_\_
COUNTY OF \_\_\_\_\_
NAME SIGNATURE DATE

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 20\_\_\_, by \_\_\_ and \_\_\_ as \_\_\_ and \_\_\_ respectively, of \_\_\_ They are [ ] personally known to me or [ ] have produced \_\_\_ as identification. (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](mailto: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  
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[purchase@fortlauderdale.gov](mailto: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.

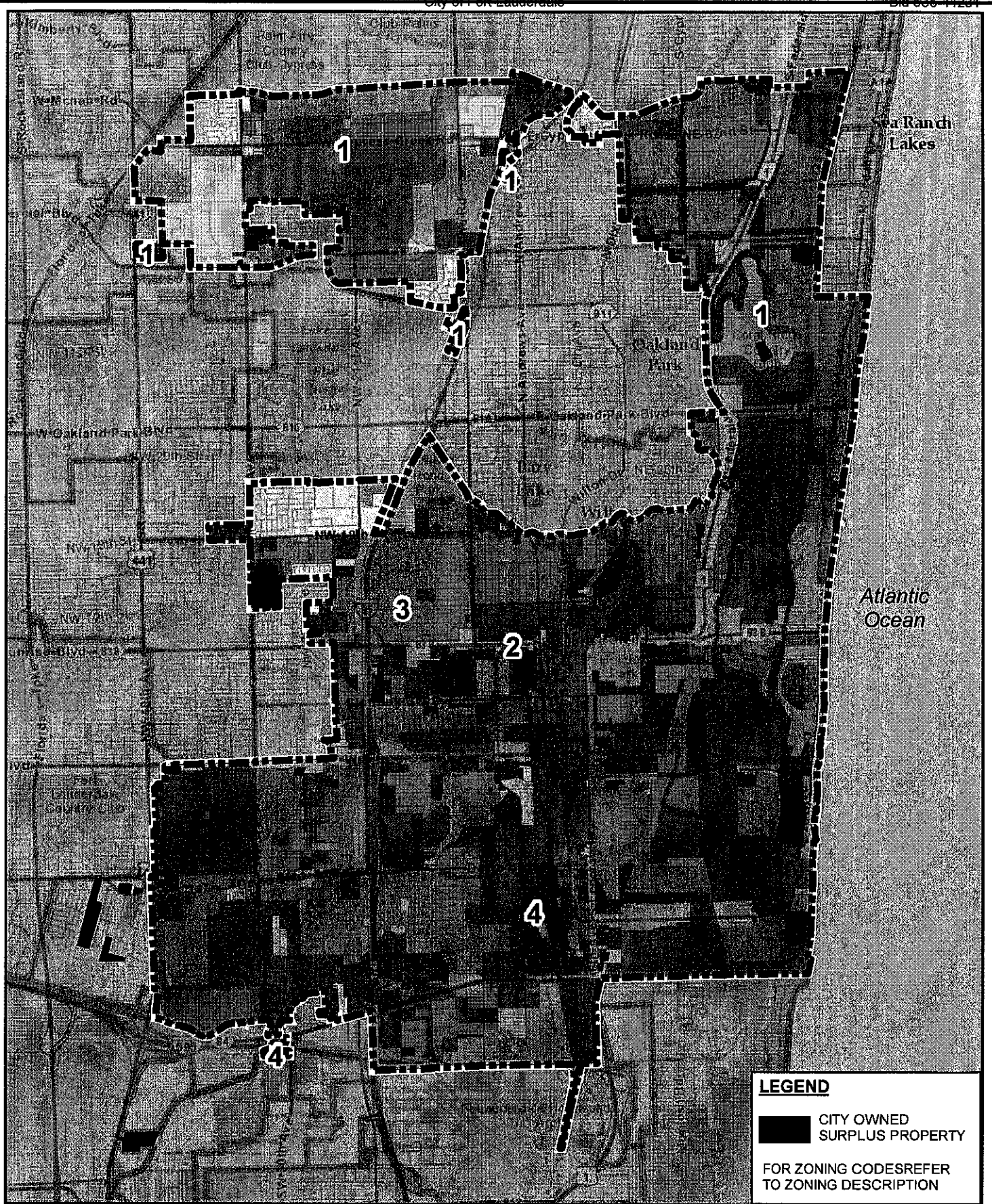
All other terms, conditions, and specifications remain unchanged.

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



EXHIBIT 1

Date: 6/26/2013

14-0811

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NO PROPERTY TO THE WEST

Atlantic Ocean

City of Fort Lauderdale  
 Surplus Property  
 Commission District 1

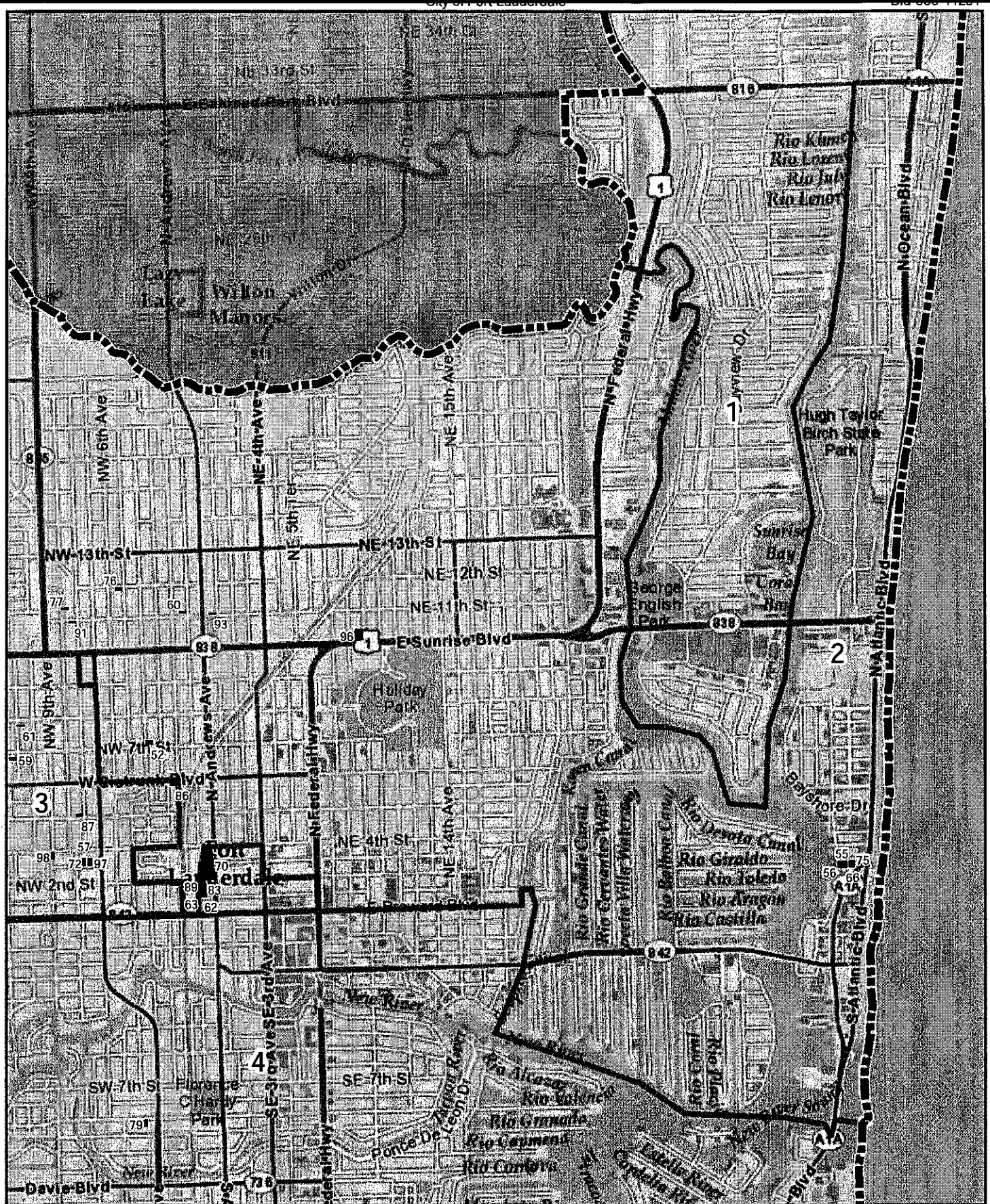
EXHIBIT 1  
 CAM 13-0857  
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1 inch = 3,250 feet



Date: 4/11/2013  
 14 0841  
 0 35



City of Fort Lauderdale

### City of Fort Lauderdale Surplus Property Commission District 2

EXHIBIT 1  
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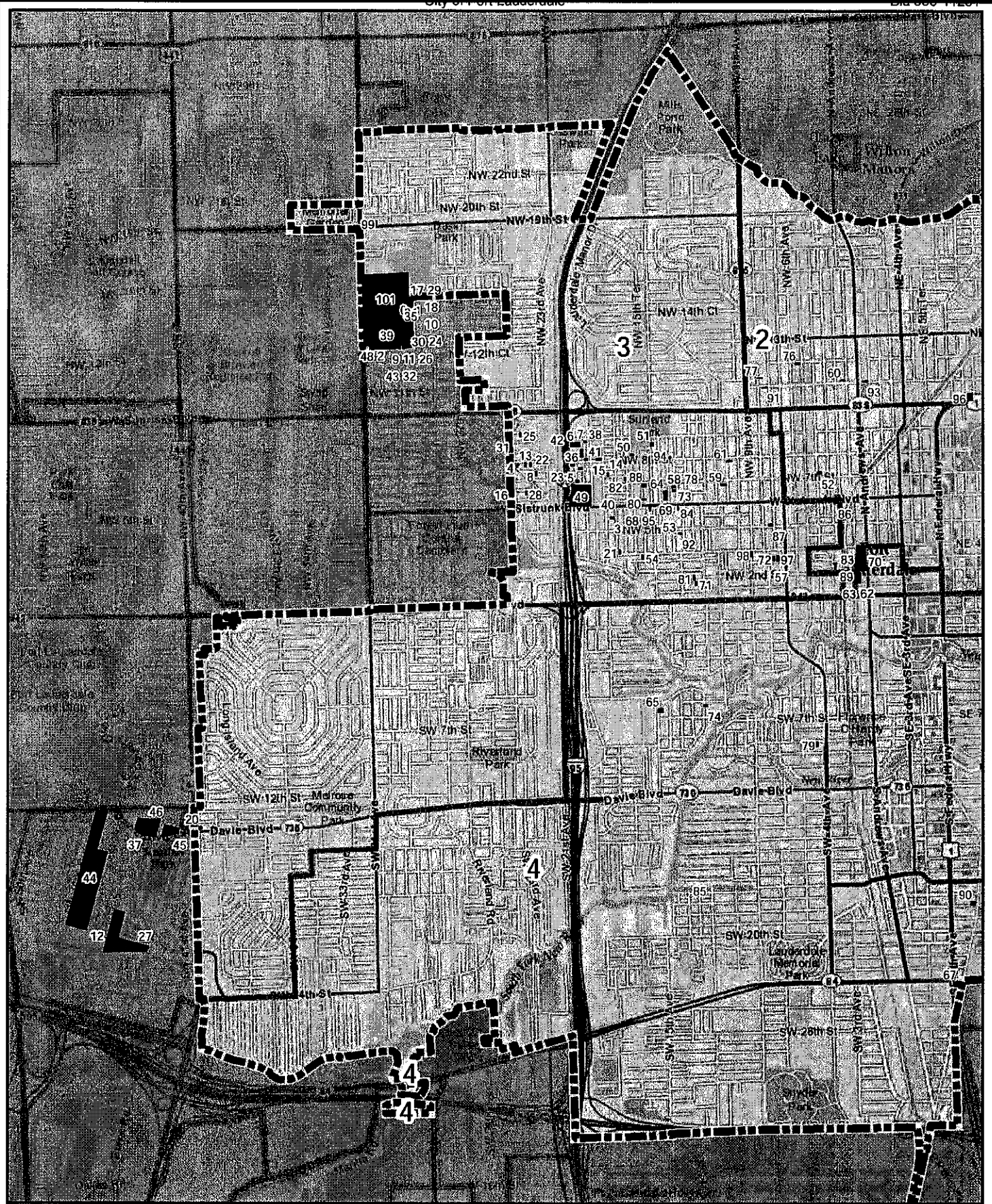


1 inch = 2,500 feet  
EXHIBIT 1



Date: 4/11/2013

P:\13\_PRR\_Surplus\_Land\_DR\ArcMap\Surplus\_Property\_13\_Base\_Map.mxd 4/11/2013



City of Fort Lauderdale

City of Fort Lauderdale  
 Surplus Property  
 Commission District 3

EXHIBIT 1  
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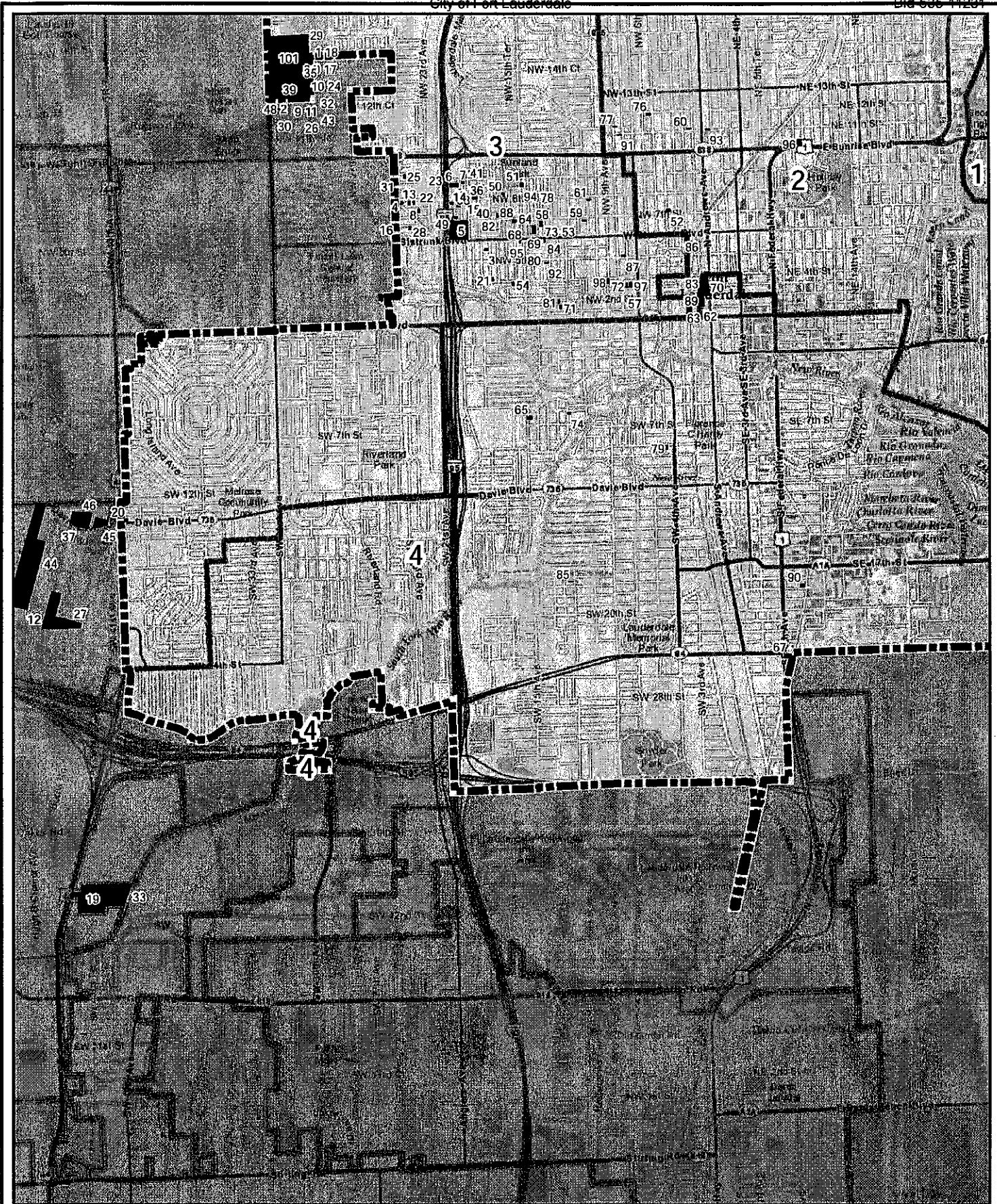


1 inch = 3,500 feet



EXHIBIT 1  
 14-0841

Date: 4/11/2013  
 0.37



City of Fort Lauderdale  
 Surplus Property  
 Commission District 4

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1 inch = 4,000 feet



EXHIBIT 1  
 14-0811

Date: 4/11/2013

# City of Fort Lauderdale -- Surplus Property 2013

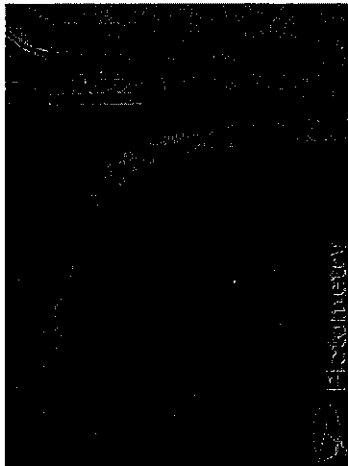
City of Fort Lauderdale

Bid 535-11231

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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

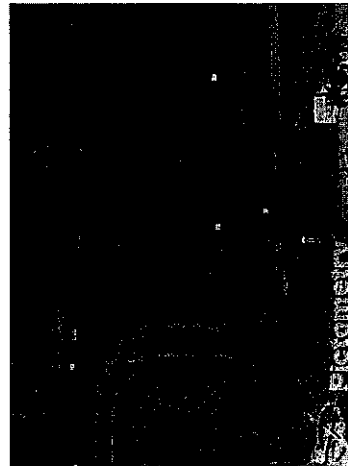


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504205011550 4 3 NW 704 20th AVE \$9,000 \$-00 \$9,000 1/1/1978 4500



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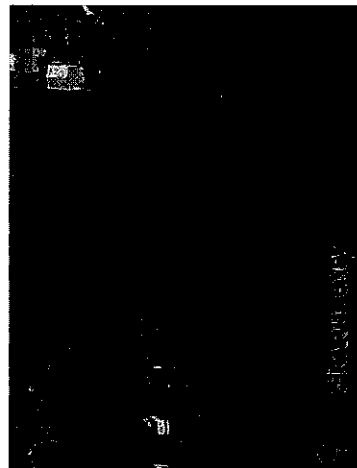
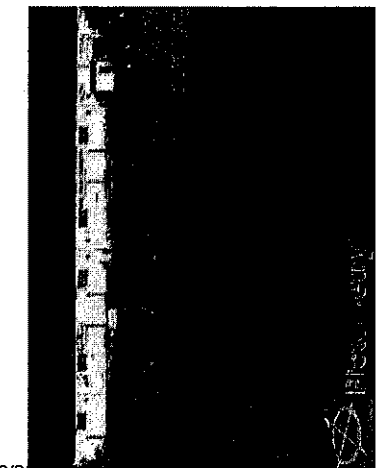
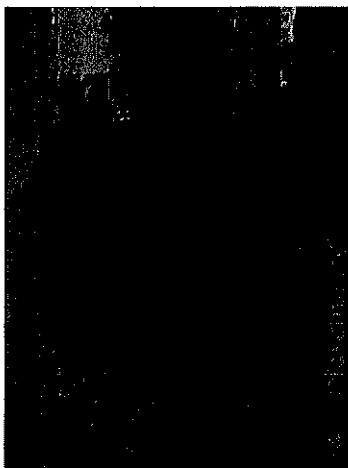


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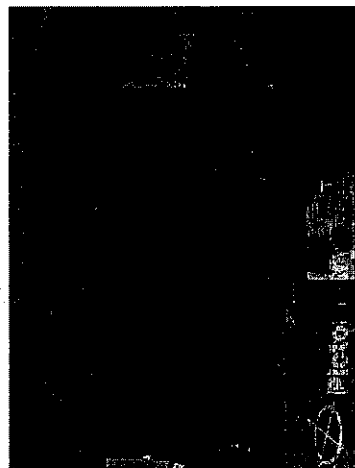


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494232040050 11 3 NW 13th ST \$13,110 \$-00 \$13,110 12/1/1962 5244

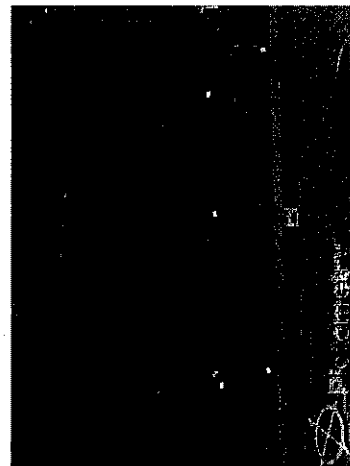
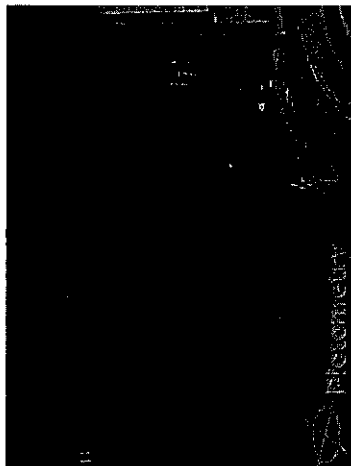


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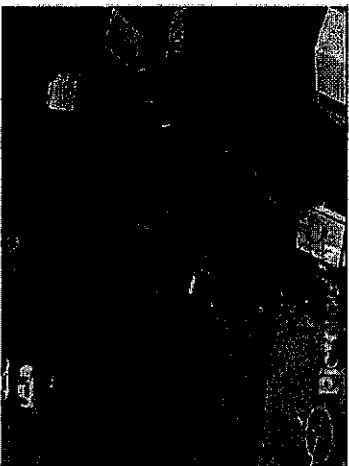
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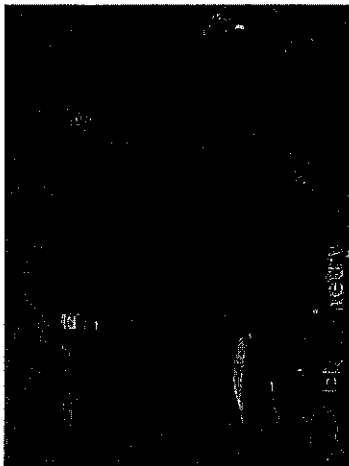
8th

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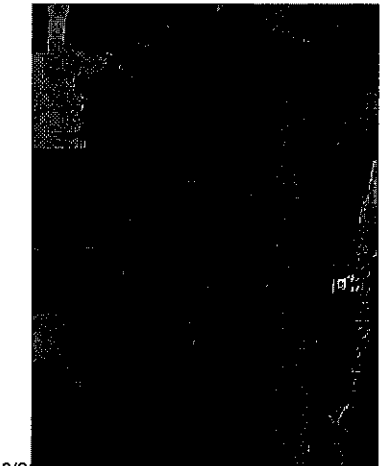
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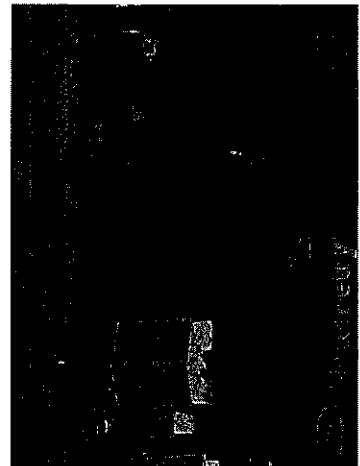
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494232013150 17 3 NW 15th CT \$14,550 \$-00 \$14,550 7/17/1996 5821

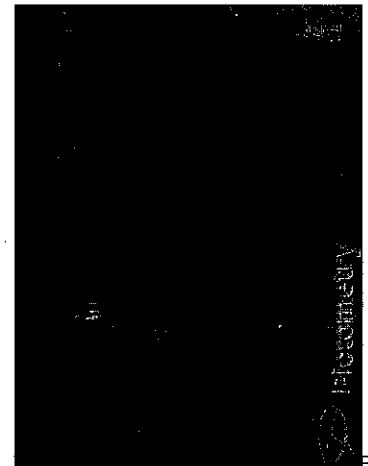


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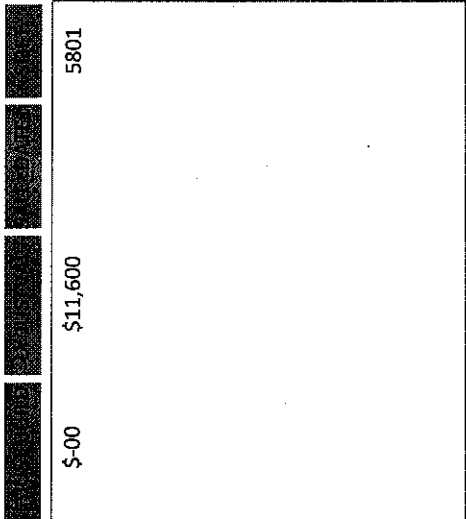
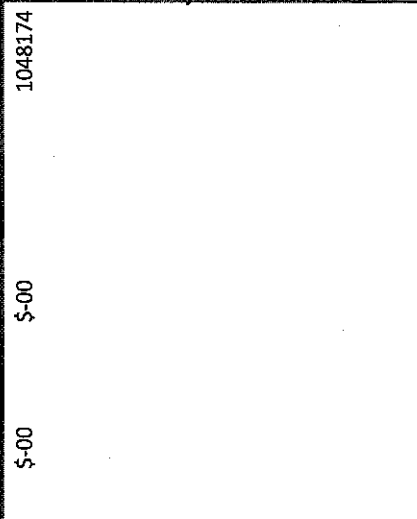
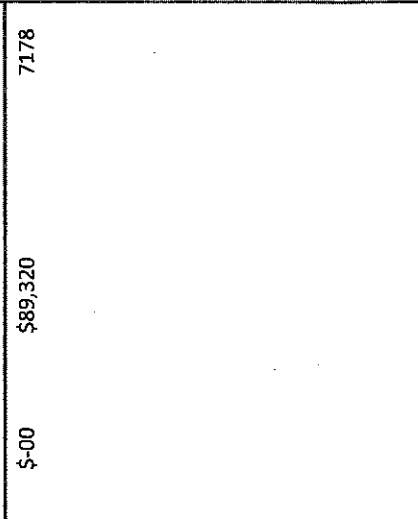
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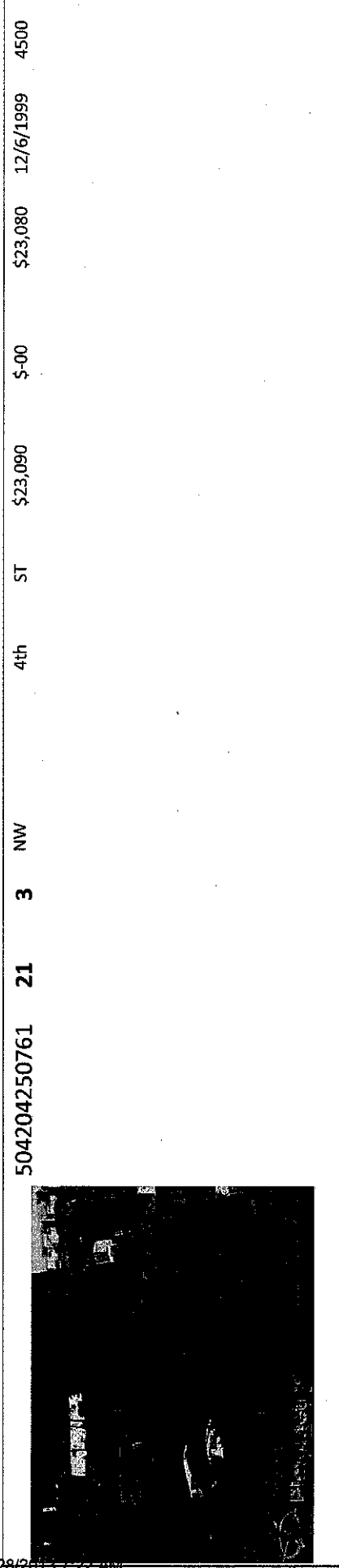
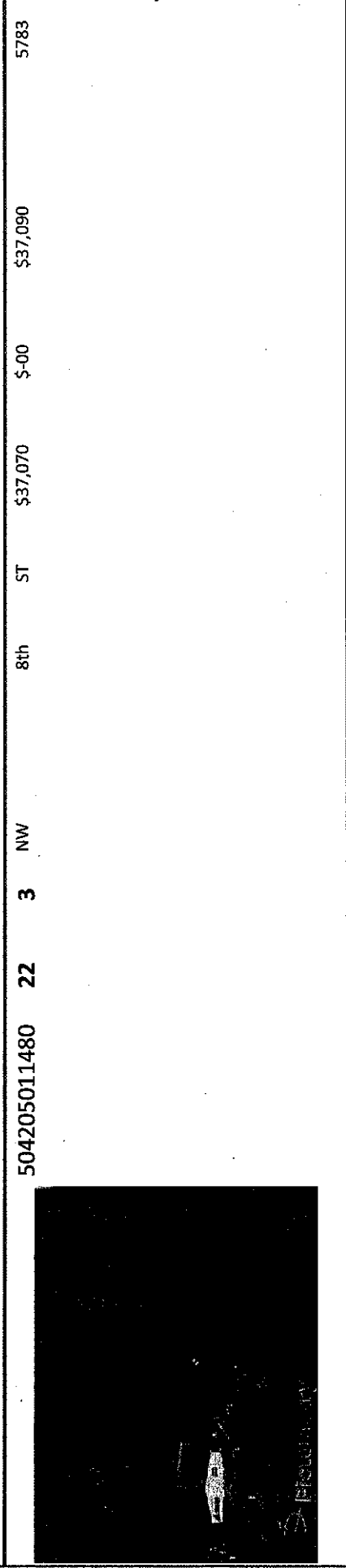
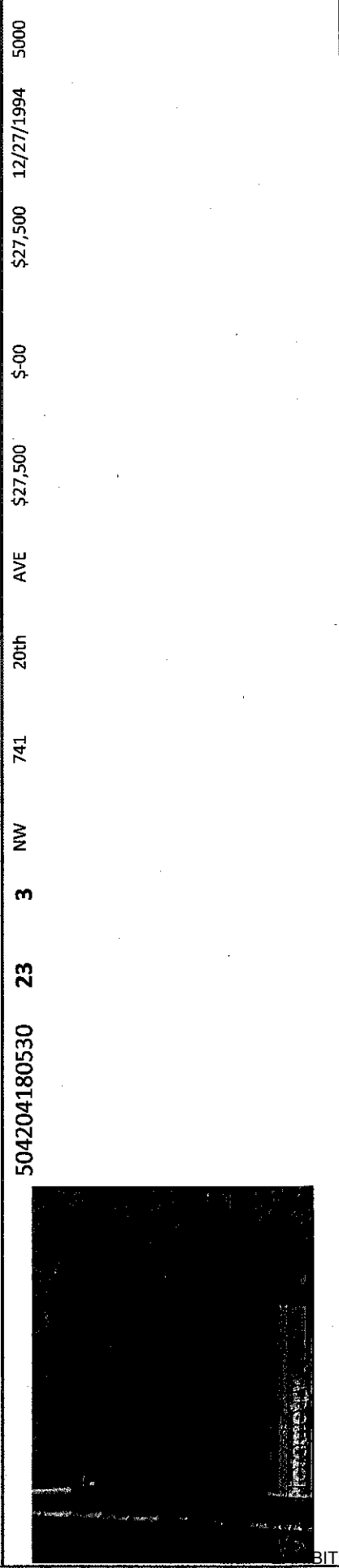
											
504204250761	21	3	NW	4th	ST	\$23,090	\$-00	\$23,080	12/6/1999	4500	
504205011480	22	3	NW	8th	ST	\$37,070	\$-00	\$37,090		5783	
504204180530	23	3	NW	741	20th	AVE	\$27,500	\$-00	\$27,500	12/27/1994	5000

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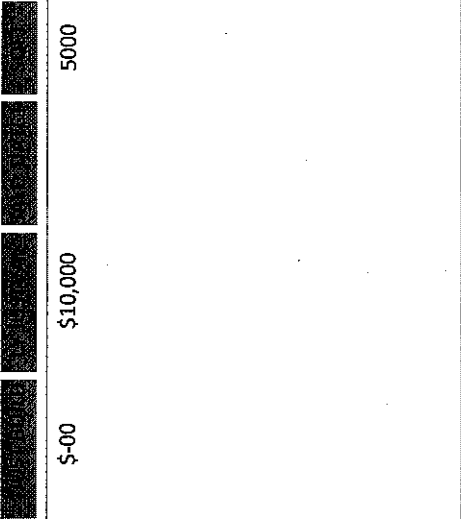
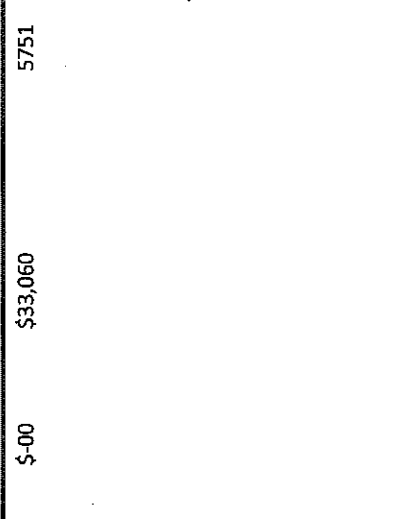
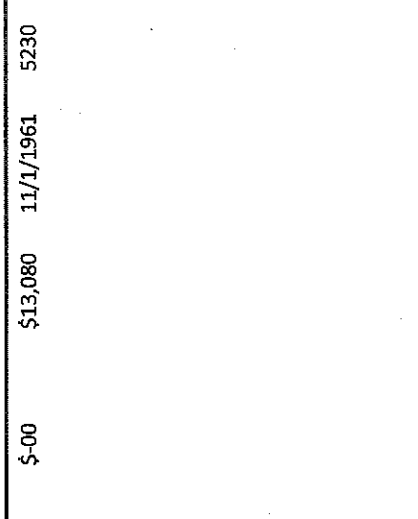
 <p>494232015781 24 3 NW 1491 29th AVE \$10,000 \$-00 \$10,000 5000</p>	 <p>504205090070 25 3 NW 9th CT \$33,070 \$-00 \$33,060 5751</p>	 <p>494232040010 26 3 NW 2929 13th ST \$13,080 \$-00 \$13,080 11/1/1961 5230</p>
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CAM 13-0857  
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IBIT 1

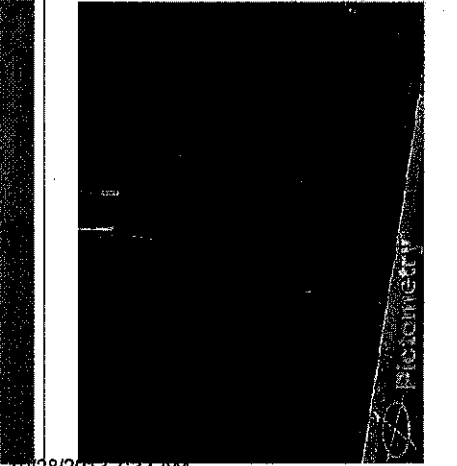
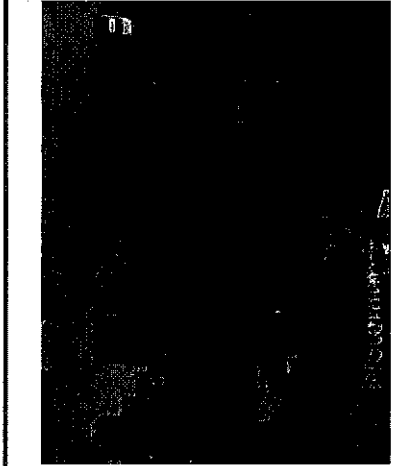
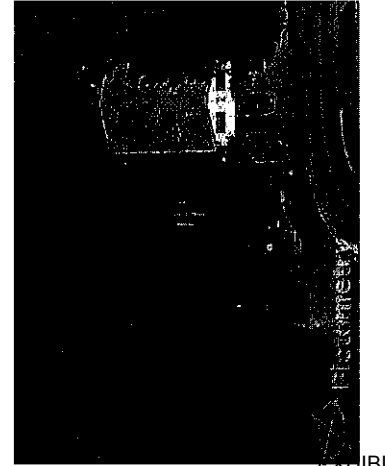
	504137010790	27	UN	\$0	\$-00	\$-00	135475				
	504205010300	28	3 NW	2212	6th	PL	\$11,210	\$-00	\$11,210	5603	
	494232013152	29	3 NW	29th	AVE	\$13,640	\$-00	\$13,640	\$13,640	7/17/1996	5457

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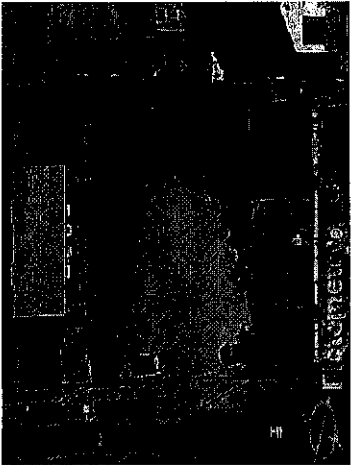

                 	<p>494232040040 30 3 NW 2941 13th ST \$13,100 \$-00 \$13,100 8/1/1993 5240</p> 	<p>504205080100 31 3 NW 24th AVE \$56,220 \$-00 \$56,260 5/25/1995 8744</p> 	<p>494232030310 32 3 NW 13th ST \$13,060 \$-00 \$13,060 7/1/1983 5223</p> 
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504125160020	33	UN	\$0	\$-00	\$-00	190291
494232015760	34	3 NW	29th AVE	\$10,000	\$-00	9/1/1976 5000
494232015780	35	3 NW	29th AVE	\$10,000	\$-00	9/1/1983 5000

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BIT 1





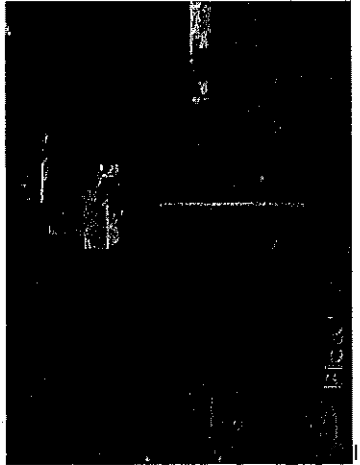
	504204180630	36	3	NW	7th	PL	\$10,000	\$-00	\$10,000	7/27/2001	5000
	504137010981	37	UN				\$0	\$-00	\$-00		2347
	504204190260	38	3	NW	19th	TER	\$8,250	\$-00	\$8,250	5/26/1998	4125

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842833

\$2,129,600

\$-00

\$2,129,600

AVE

31st

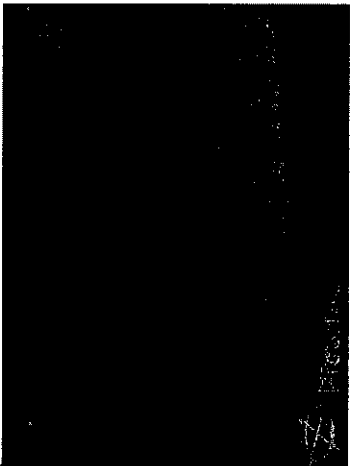
1300

NW

3

39

494232000120



3750

\$7,500

\$-00

\$7,500

CT

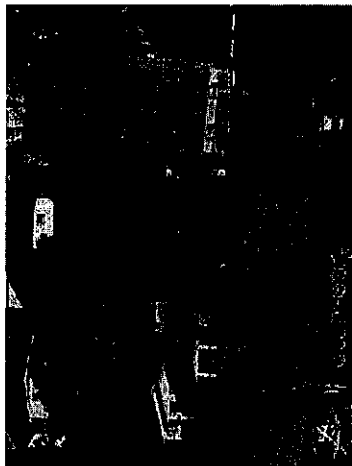
7th

NW

3

40

504204120920



4687

\$9,370

\$-00

\$9,370

TER

19th

NW

3

41

504204190090





















                 	<p>504204190060 42 3 NW 19th TER \$7,500 \$-00 \$7,500 3750</p>	<p>494232030300 43 3 NW 13th ST \$13,050 \$-00 \$13,050 7/1/1978 5219</p>	<p>504137011280 44 UN \$0 \$-00 \$-00 1620640</p>
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101525

\$-00

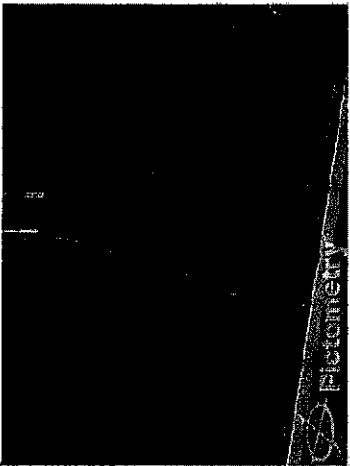
\$-00

\$0

UN

45

504137010790



267181

\$-00

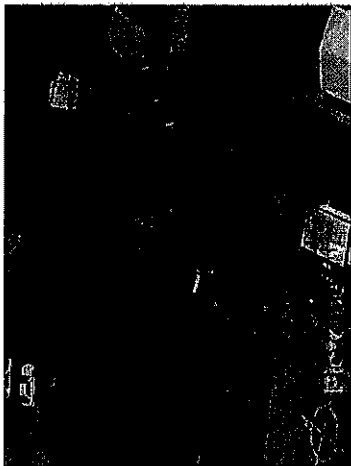
\$-00

\$0

UN

46

504137010980



5000

\$10,000

\$-00

\$10,000

AVE

29th

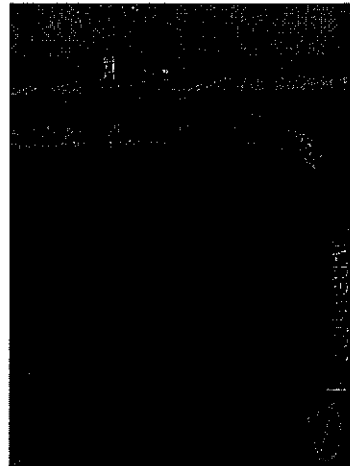
1491

NW

3

47

494232015770



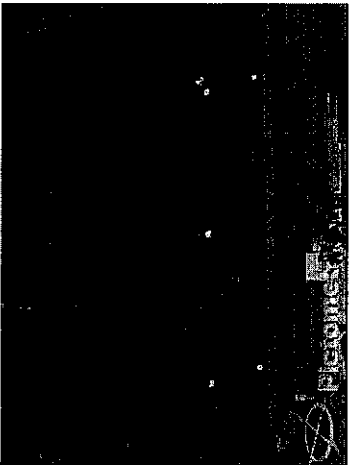
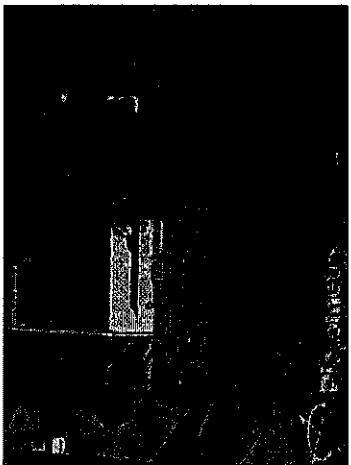
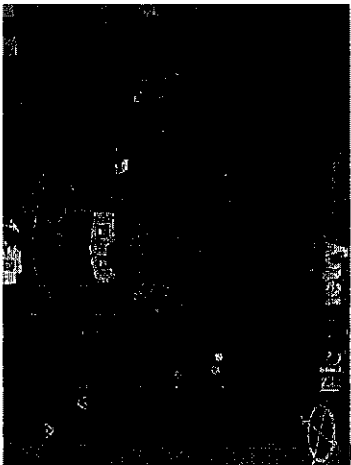
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	504204020430	49	3	NW	6th	ST	\$1,652,910	\$3,492,060	\$4,530,970		330581
	504204170440	50	3	NW	16th	AVE	\$10,000	\$-00	\$10,000		5000

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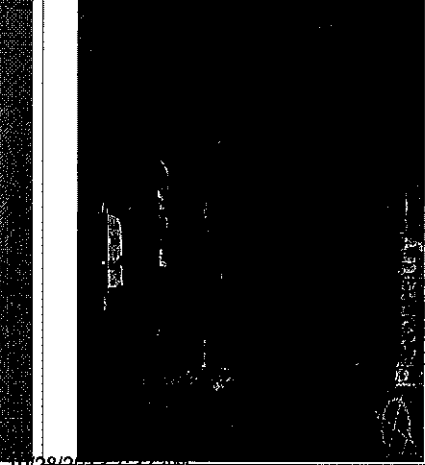
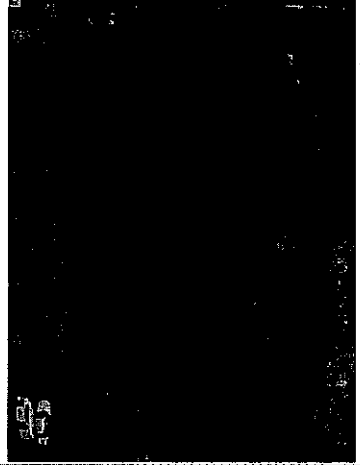
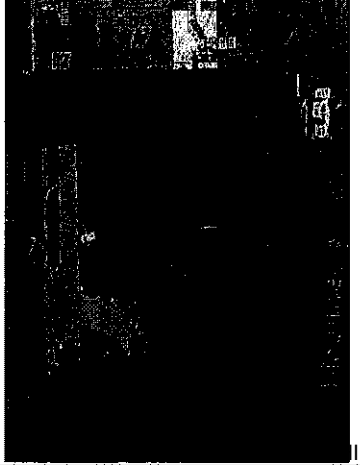
	504204140300	51	3	NW	832	15th	AVE	\$5,000	\$-00	\$5,000	1/27/2000	2500
	494234070390	52	2	NW	4th	AVE	\$43,740	\$-00	\$43,740	12/1/1990	9720	
	504204060410	53	3	NW	1406	6th	ST	\$31,440	\$-00	\$31,450	12/1/1976	3975

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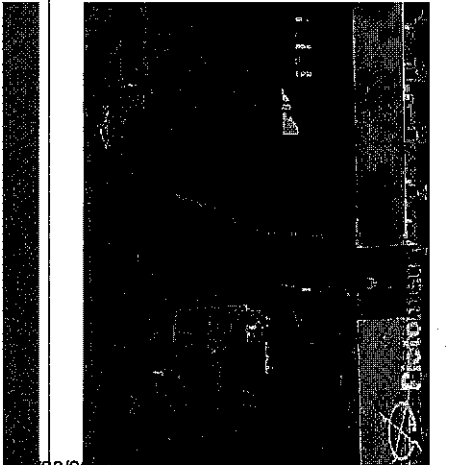
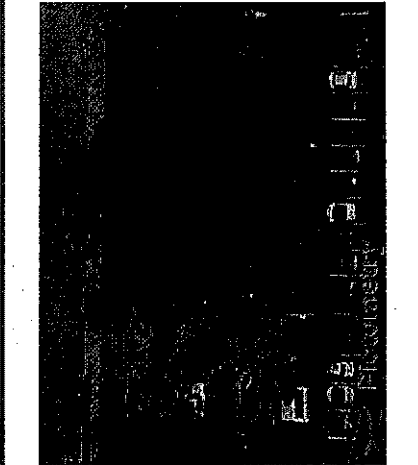
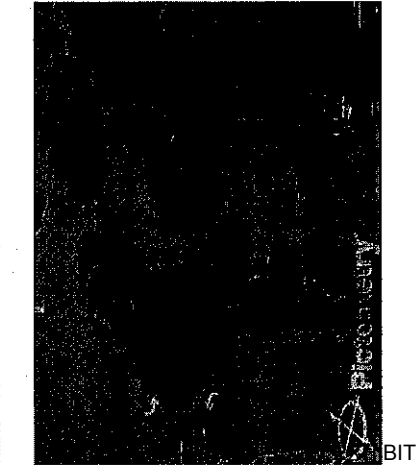
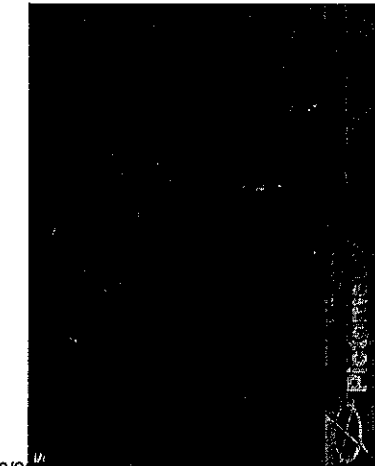
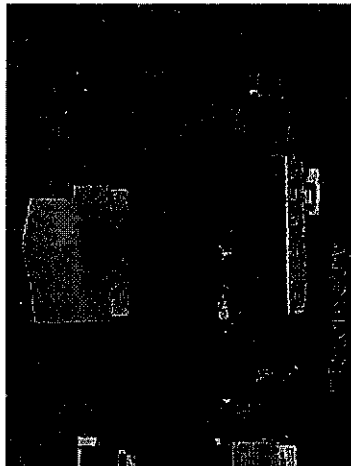
	504204251010	54	3	NW	4th	ST	\$29,100	\$-00	\$29,090	5750	
	504212100470	55	2	3016	ALHAMB RA	ST	\$281,250	\$-00	\$281,250	6/1/1993	6250
	504212100510	56	2	3000	ALHAMB RA	ST	\$641,070	\$6,640	\$647,710	7/31/1995	9149

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504210120540 57 3 NW 3rd ST \$25,380 \$-00 12/20/2000 3625



504204110430 58 3 NW 14th AVE \$10,000 \$-00 5/1/1987 5000



494234078760 59 3 NW 10th TER \$33,750 \$-00 3/24/1998 6750

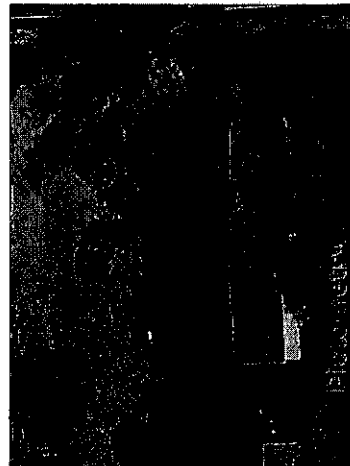


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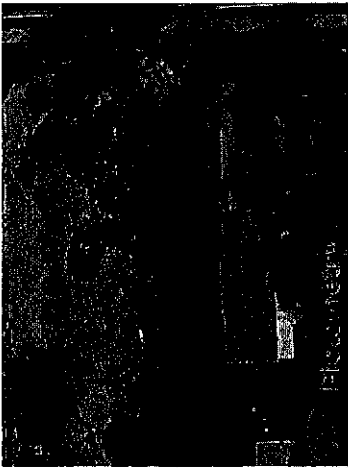
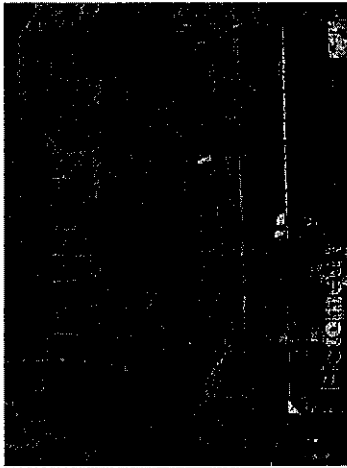
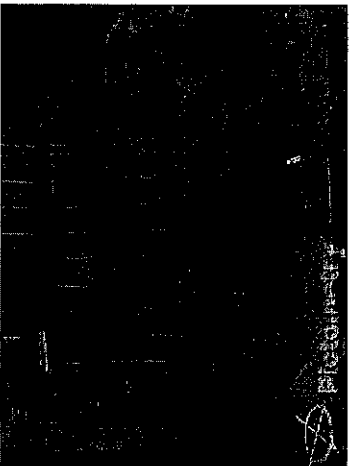

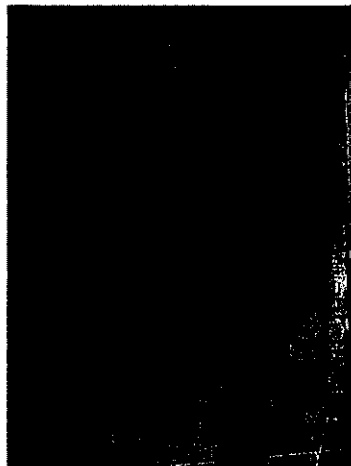
	494234038920	60	2	NW	1st	AVE	\$10,130	\$-00	\$10,130	10/25/2002	3375
	494234067960	61	3	NW	10th	TER	\$15,190	\$-00	\$15,190		3375
	504210011900	62	4	NW	1st	AVE	\$87,000	\$13,320	\$112,920		7250

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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	626	15th	AVE	\$62,370	\$-00	\$62,370	3/1/1988	14675
											

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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

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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

504204200291 71 3 NW 1214 2nd ST \$12,000 \$-00 \$12,000 6000

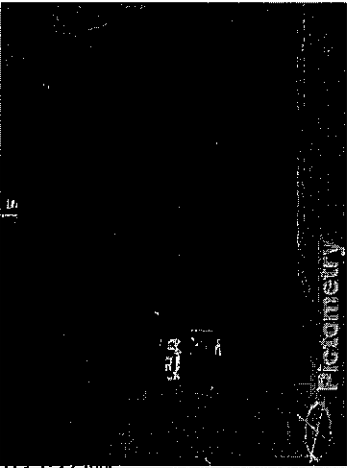
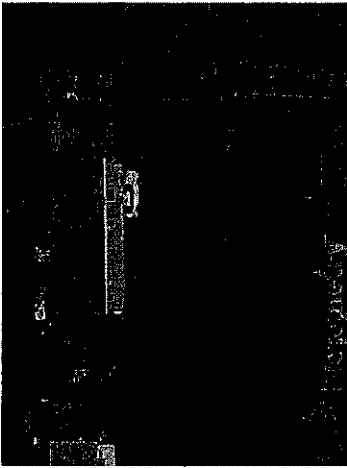
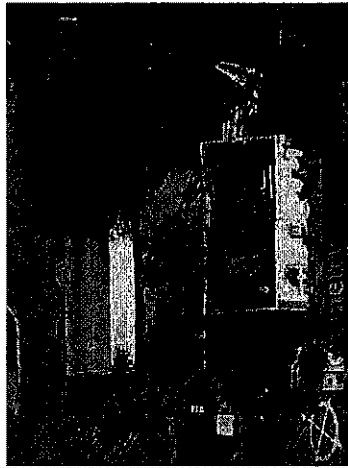
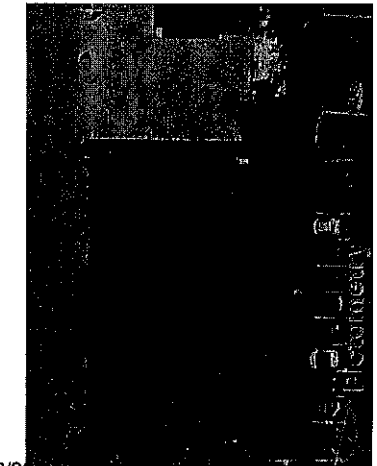
	504210120520	72	3	NW	723	3rd	ST	\$39,950	\$-00	\$39,920	8/1/1965	7250
	504204110460	73	3	NW	633	14th	AVE	\$10,000	\$-00	\$10,000	7/3/2003	5000
	504209020160	74	4	SW	604	12th	AVE	\$25,300	\$-00	\$25,300	3/3/1998	5952

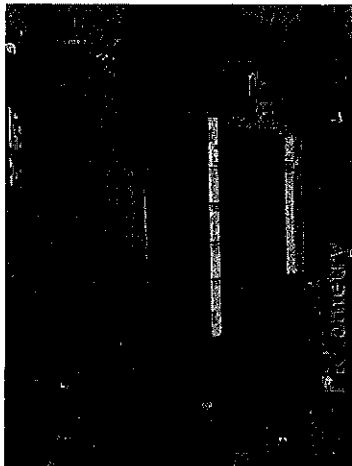
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504212100460 75 2 3020 ALHAMB ST RA 6250



10/28/2013 7:22 AM

494234037570 76 2 1145 5th AVE 6750



494234036860 77 2 8th AVE 3378

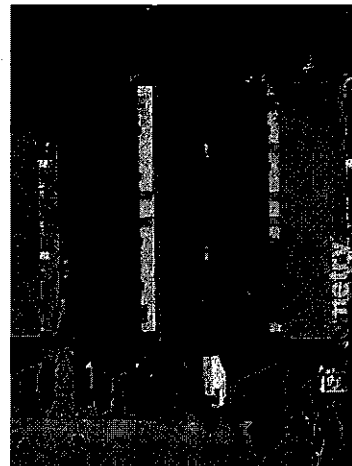


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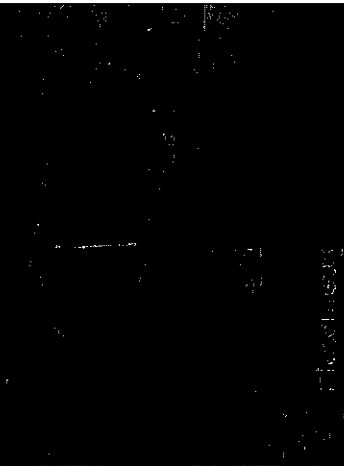
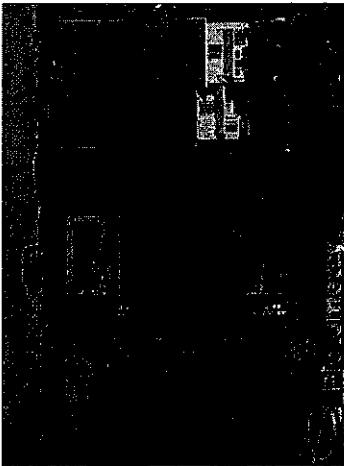
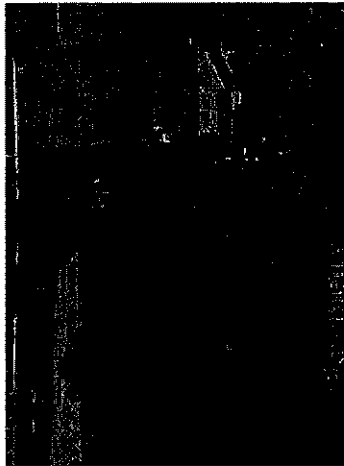
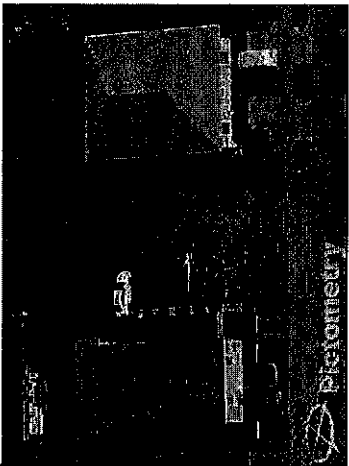
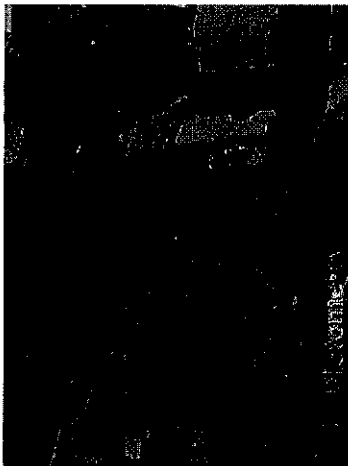
	504204110770	78	3	NW	631	14th	TER	\$27,500	\$3,900	\$31,400	2500
	504215010960	79	4	SW		9th	ST	\$65,450	\$-00	\$65,450	5/1/1989 6545
	504204240040	80	3	NW	1504	6th	ST	\$37,770	\$-00	\$37,760	4680

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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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BIT 1



5000

\$61,500

\$6,500

\$55,000

TER

14th

NW

3

84

504204110780

1500

\$770 8/8/1995

\$-00

\$770

AVE

12th

SW

4

85

504216120200

10644

\$108,460

\$-00

\$108,460

AVE

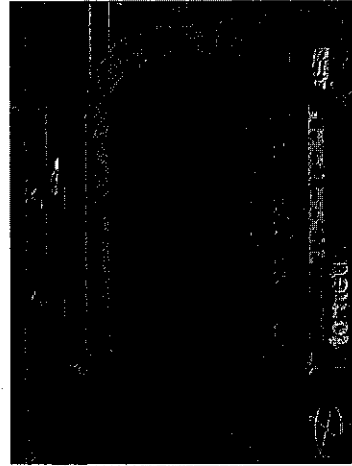
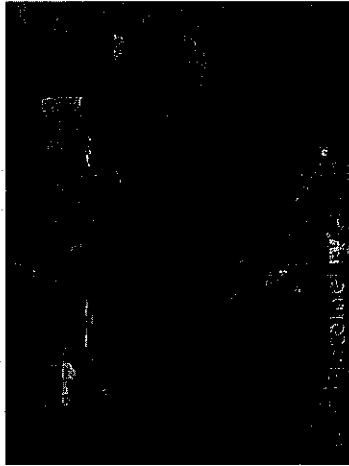
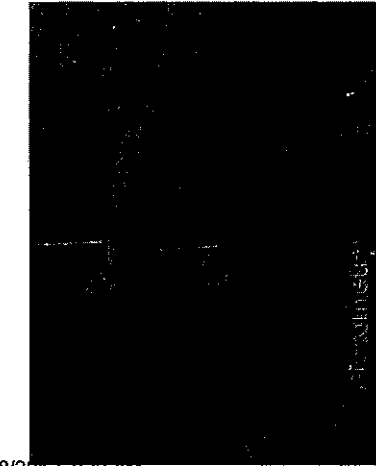
2nd

NW

3

86

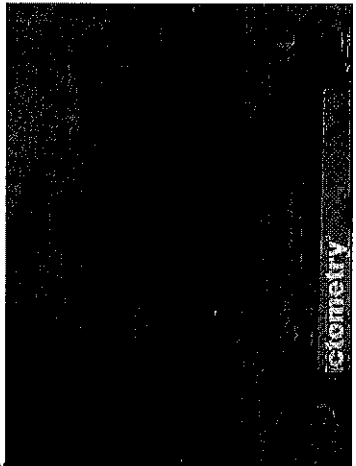
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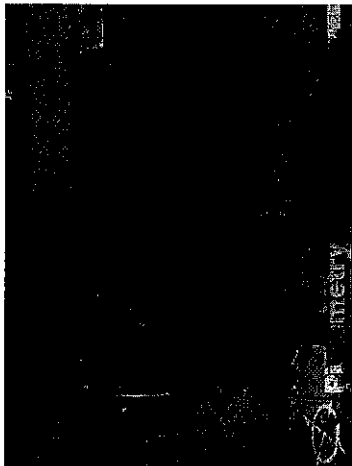
BIT

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504203011750 87 3 NW 501 7th TER \$41,950 \$-00 \$41,930 5/1/1964 6375



504204230270 88 3 NW 648 15th TER \$20,250 \$-00 \$20,250 12/1/1987 10125



504210011860 89 4 NW 130 1st AVE \$261,000 \$15,050 \$276,050 7/1/1986 21750

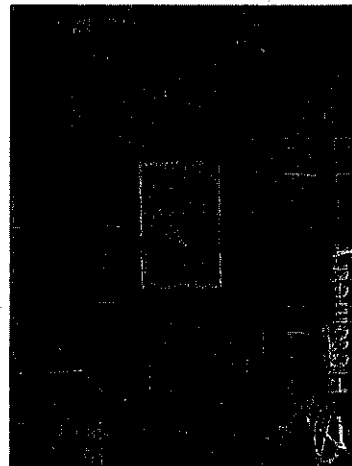


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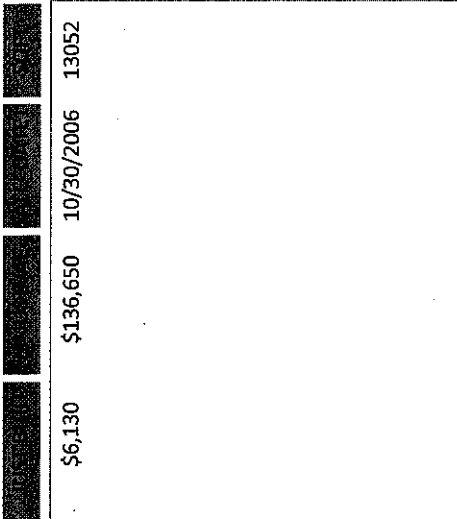
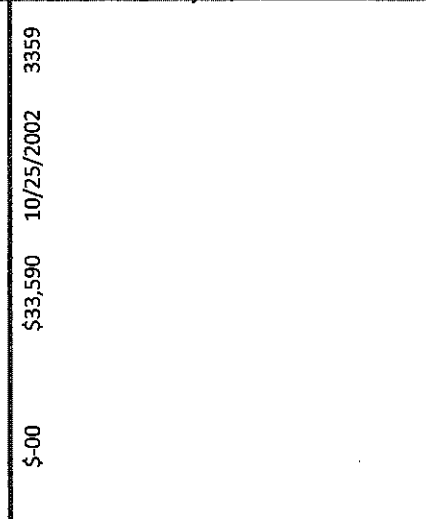
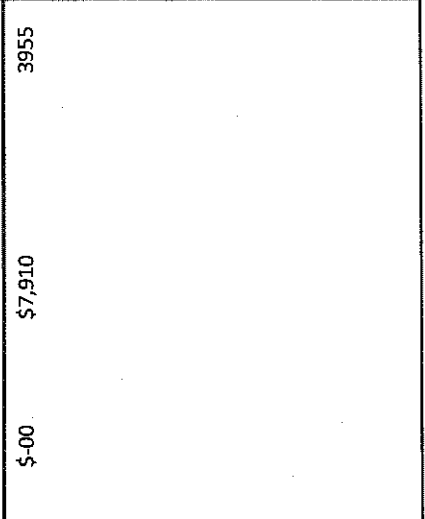
 <p>504214032860 90 4 1817 MIAMI RD \$130,520 \$6,130 \$136,650 10/30/2006 13052</p>	 <p>494234051230 91 2 NW 11th ST \$1,680 \$-00 \$33,590 10/25/2002 3359</p>	 <p>504204061750 92 3 NW 14th AVE \$7,910 \$-00 \$7,910 3955</p>
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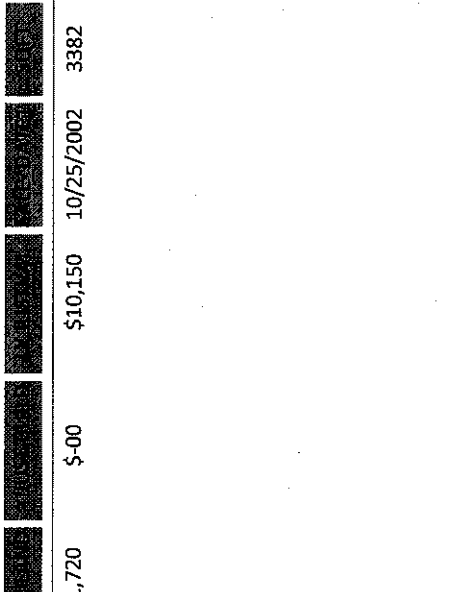
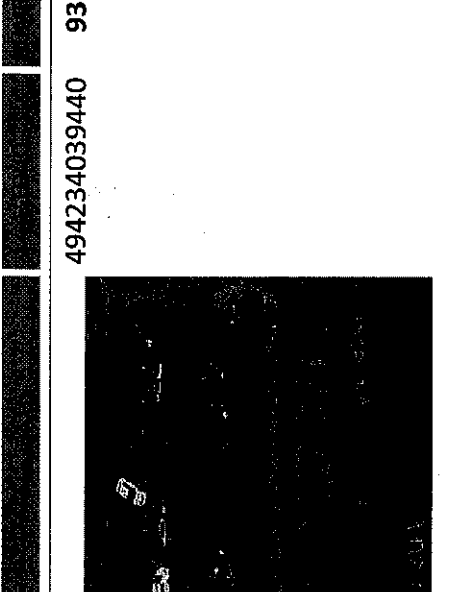

	<p>494234039440 93 2 NE 1st AVE \$1,720 \$-00 \$10,150 10/25/2002 3382</p>
	<p>504204140290 94 3 NW 15th AVE \$15,000 \$-00 \$15,000 9/1/1969 7500</p>
	<p>504204110800 95 3 NW 14th TER \$10,000 \$-00 \$10,000 5000</p>

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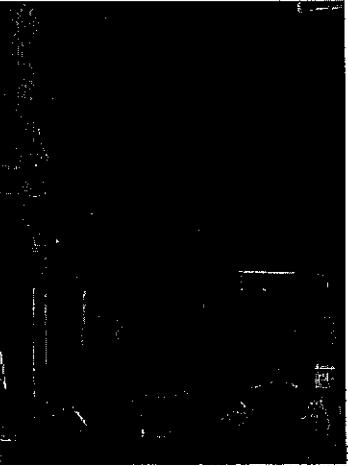
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EXHIBIT 1  
 CAM 13-0857  
 PAGE 38 of 39

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

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EXHIBIT 1  
CAM 13-0857  
PAGE 39 of 39



**LEGEND**

**ZONING**

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



City of Fort Lauderdale

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



1 inch = 1,250 feet




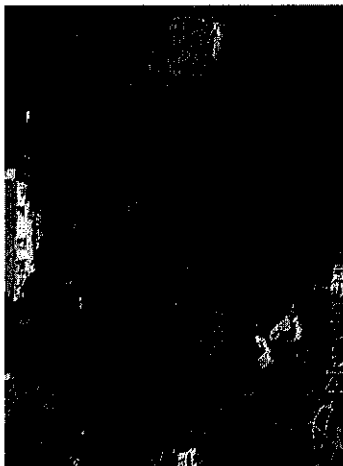

EXHIBIT 1

Date: 6/26/2013

14 0011

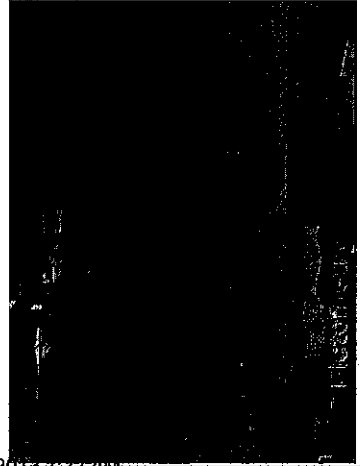
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# City of Fort Lauderdale -- NW CRA Surplus Property 2013

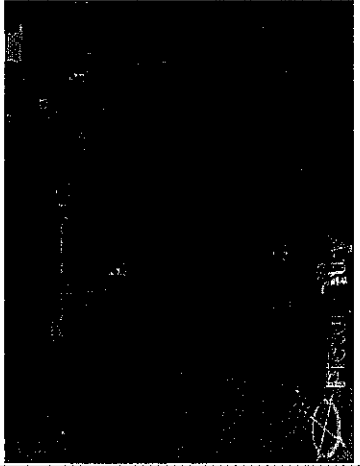
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	504204180220	1	3	NW	19th	TER	\$9,000	\$-00	\$9,000	12/6/1999	4500
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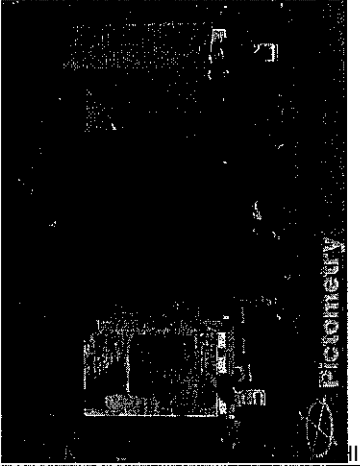
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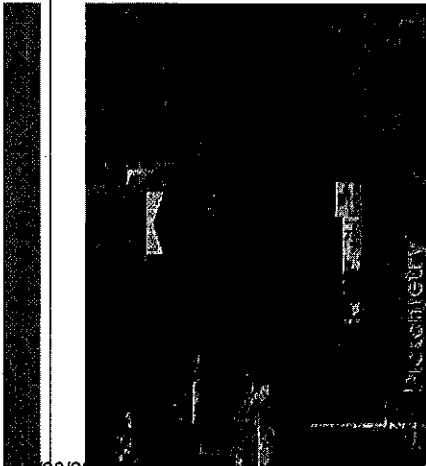
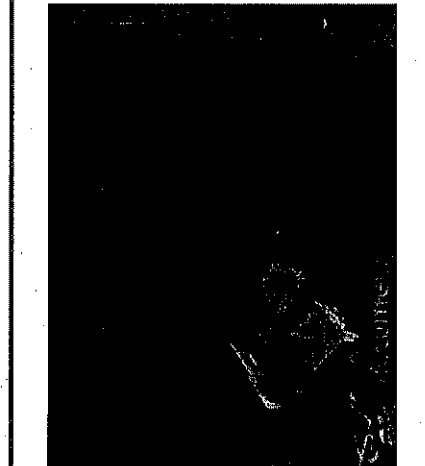
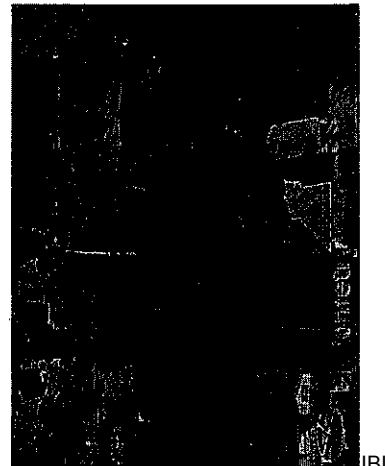


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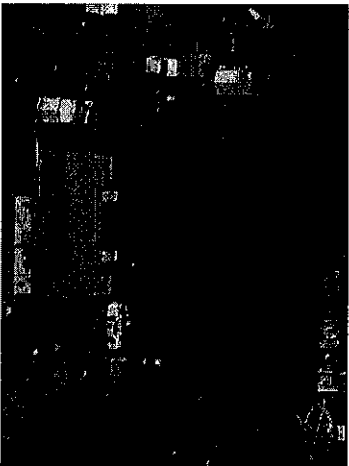


	504204190280	6	3	NW	19th	AVE	\$13,260	\$-00	\$13,250	4/15/2002	1875
	504205012070	7	3	NW	21st	TER	\$72,340	\$-00	\$42,050	6/3/2000	9043
	504204070050	8	3	NW	8th	CT	\$14,950	\$-00	\$14,940	4/5/2000	2475

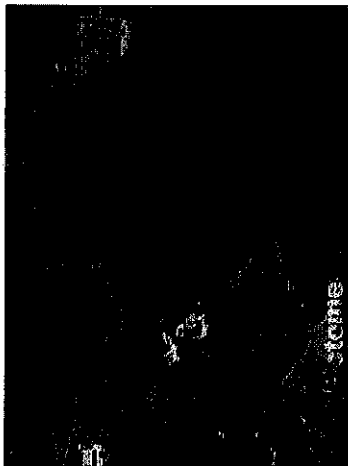
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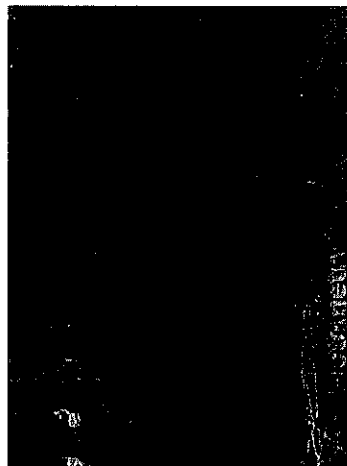
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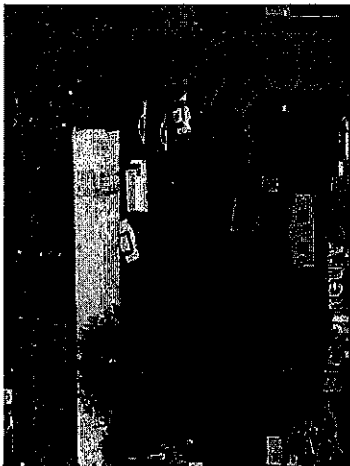
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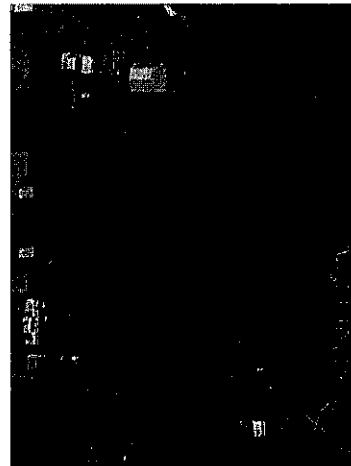
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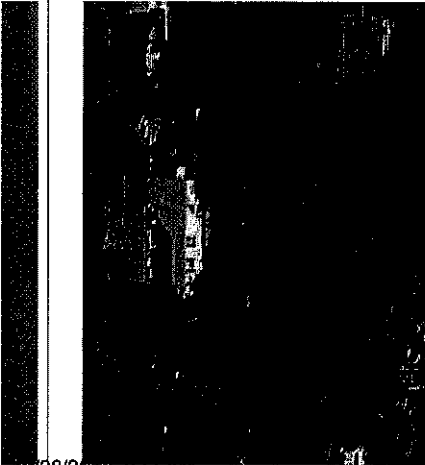
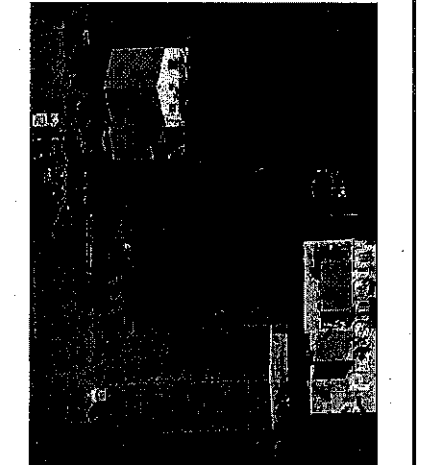
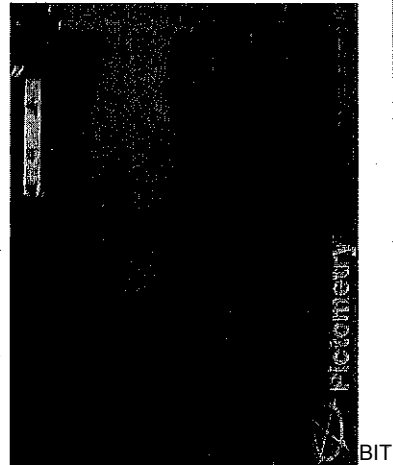
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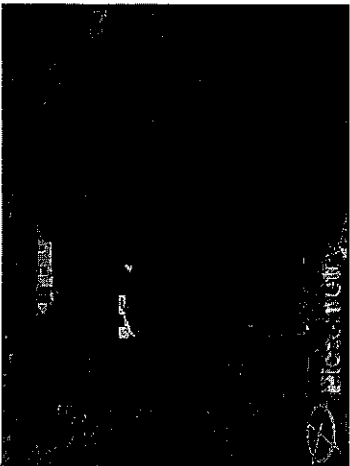
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	504204200250	16	3	NW	2nd	2nd	ST	\$32,280	\$-00	\$32,250	12/24/1997	6000
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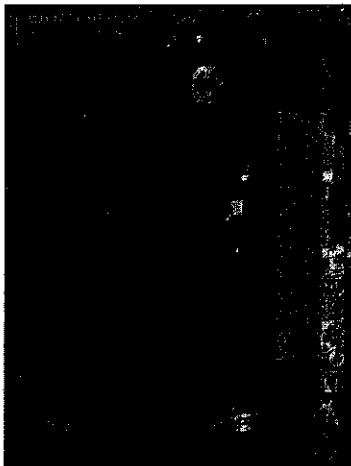
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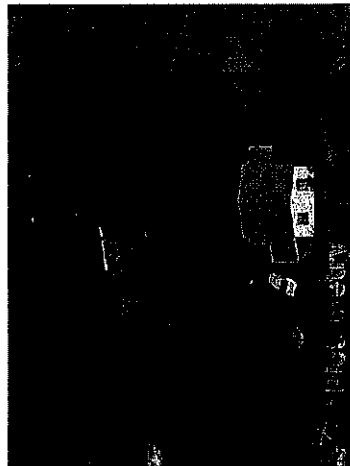
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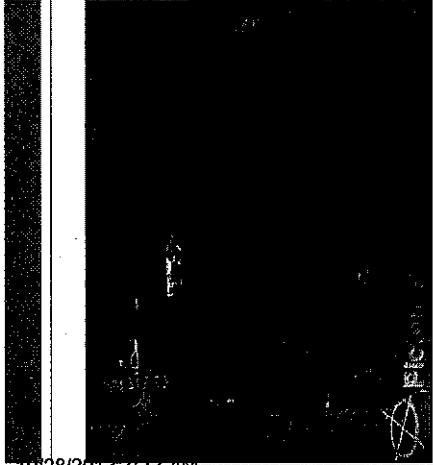
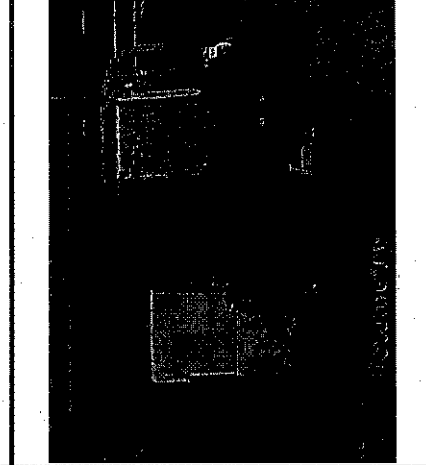
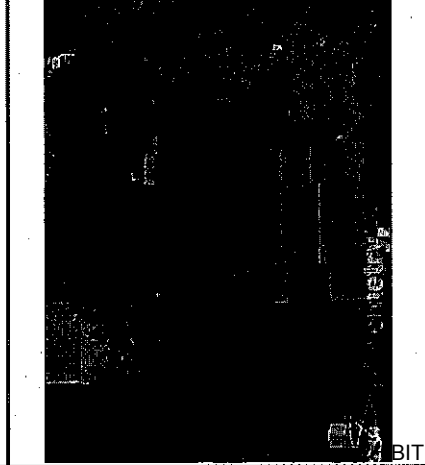


494234063830 19 3 NW 421 3rd AVE \$149,250 \$-00 \$149,240 4/5/2000 6750



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



	<p>504204110910 21 3 NW 624 15th AVE \$5,000 \$-00 \$5,000 3/24/1998 2500</p>
	<p>504204060610 22 3 NW 1306 6th ST \$32,550 \$-00 \$32,550 4069</p>
	<p>504204060630 23 3 NW 13th AVE \$88,280 \$-00 \$88,270 6/1/1992 7910</p>

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5650

8/10/2000

\$31,520

\$-00

\$31,530

AVE

15th

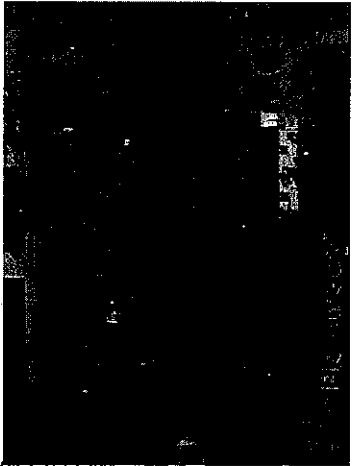
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NW

3

27

504204240110



6000

12/6/1999

\$32,250

\$-00

\$32,280

ST

2nd

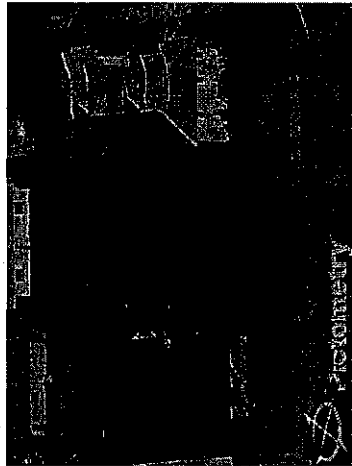
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NW

3

28

504204200330



5625

12/6/1999

\$28,850

\$-00

\$28,860

AVE

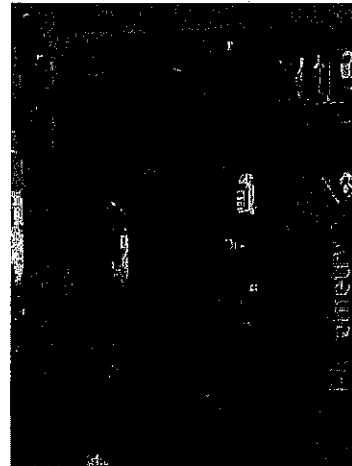
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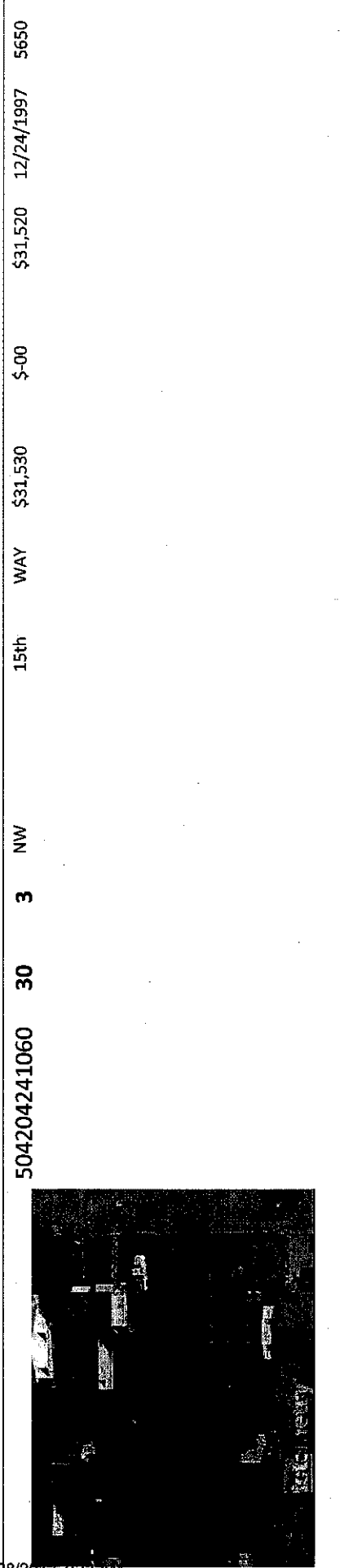
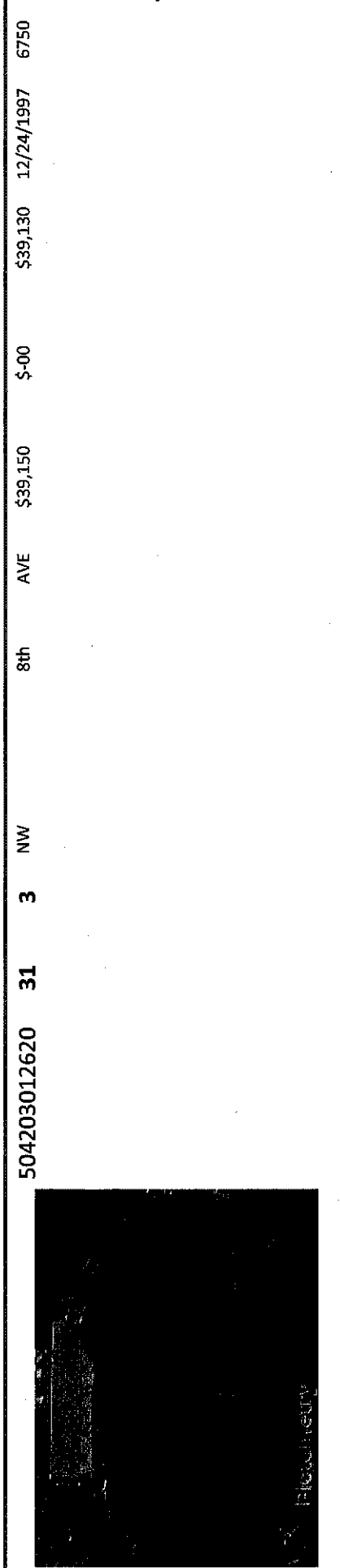
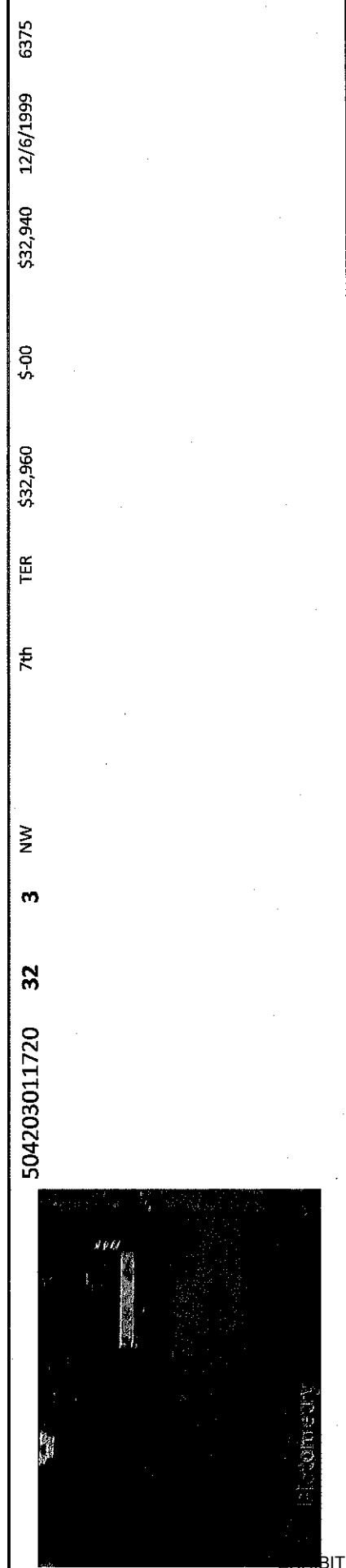
NW

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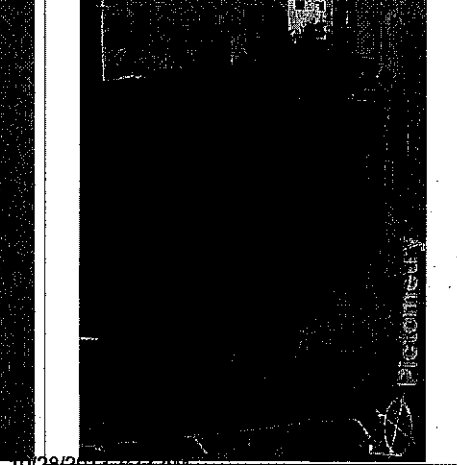
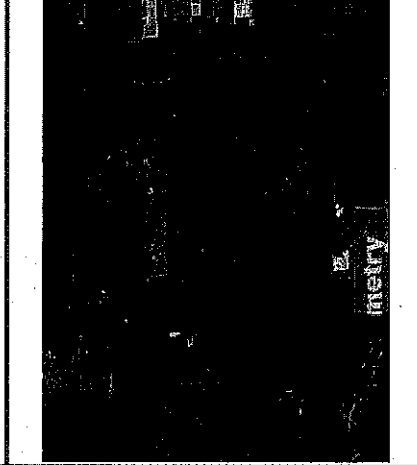
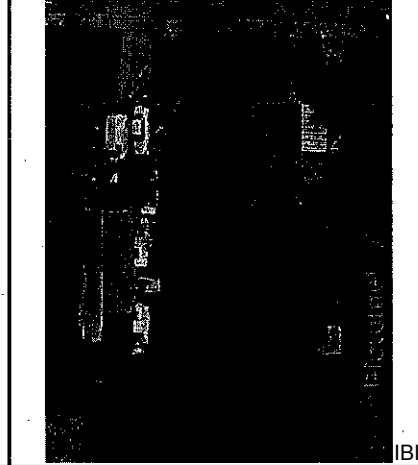
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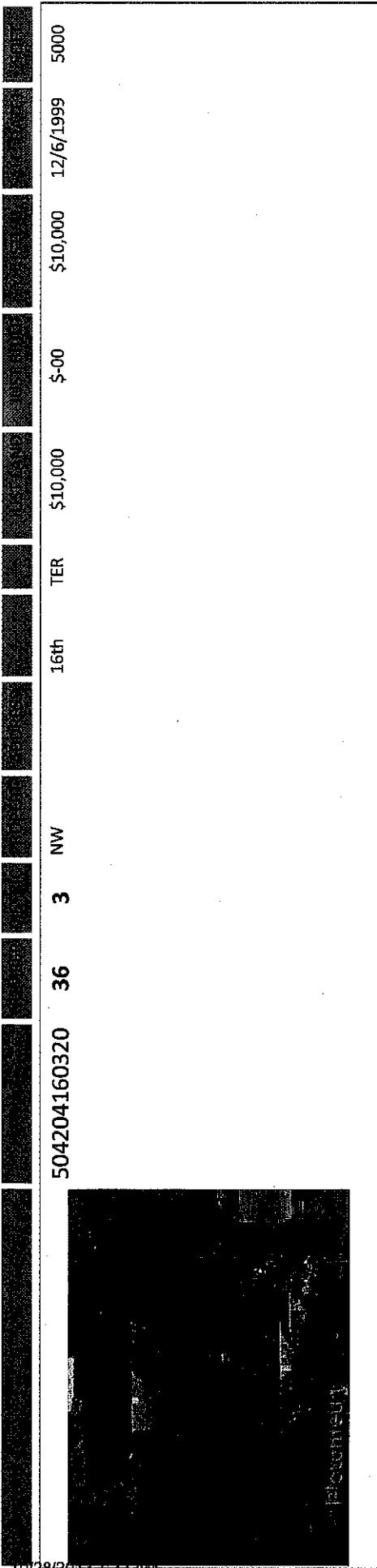


										
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504203011720	32	3	NW	7th	TER	\$32,960	\$-00	\$32,940	12/6/1999	6375

10/28/2013 7:22 AM

 <p>504210120720 33 3 NW 9th AVE \$21,000 \$-00 \$21,000 6/14/1999 10500</p>	 <p>504204110660 34 3 NW 14th WAY \$10,000 \$-00 \$10,000 4/30/2003 5000</p>	 <p>504203011920 35 3 NW 8th AVE \$51,010 \$-00 \$51,010 12/16/1999 6376</p>
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504204160320 36 3 NW 16th TER \$10,000 \$-00 \$10,000 12/6/1999 5000

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## 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

**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)

*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

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



## 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

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 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.



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](mailto: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: \_\_\_\_\_

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

<b>OVERALL BID QUESTIONS</b>	
<b>Question 1</b>	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, provide 3rd party services to premises, janitorial, etc? (Submitted: Jun 26, 2013 4:22:48 PM EDT)
<b>Answer</b>	Please refer to Addendum No. 1 for response. (Answered: Jun 26, 2013 4:47:51 PM EDT)
<b>Question 2</b>	Part VI of Proposal reads Technical Proposal Tab D) 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)
<b>Answer</b>	For eligibility requirements, please refer to Part II, section 04. (Answered: Jun 27, 2013 11:53:39 AM EDT)
<b>Question 3</b>	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)
<b>Answer</b>	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 BCPA "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 BCPA "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 BCPA "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)
<b>Question 4</b>	City of Fort Lauderdale: Will the selected firm will be responsible for assisting the city in preparing wills for the properties? Or is there any amount of time allowed for the firm used in the city that an assistant or a few hundred dollars each month is an indicator of that number? (Submitted: Jul 1, 2013 11:09:48 AM EDT)
<b>Answer</b>	No. (Answered: Jul 2, 2013 7:26:50 AM EDT)
<b>Question 5</b>	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)
<b>Answer</b>	This is a non-compensated activity. (Answered: Jul 2, 2013 7:26:50 AM EDT)
<b>Question 6</b>	Part IV.02 Technical Proposal Tab D) Scope of Services 03A Q: Does the city expect the manager to visit the 140 parcels on a regular basis to inspect or the access only part of the potential property for sale? (Submitted: Jul 1, 2013 11:27:15 AM EDT)
<b>Answer</b>	No. (Answered: Jul 2, 2013 7:26:50 AM EDT)
<b>Question 7</b>	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 11:25:53 AM EDT)
<b>Answer</b>	Yes. (Answered: Jul 2, 2013 7:26:50 AM EDT)
<b>Question 8</b>	IV.03A - If the city does not sell or lease a parcel, how would the agent be compensated for their search, reporting and recommendations? (Submitted: Jul 1, 2013 11:27:41 AM EDT)
<b>Answer</b>	They would not be compensated. (Answered: Jul 2, 2013 7:26:50 AM EDT)
<b>Question 9</b>	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)

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 / O&M

The contractor shall provide updated reports

Q. How often will reports on city-owned property be provided? 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 on 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 9, 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 9, 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)

**EXHIBIT "B"**

**Contractor's Response**



A Proposal to

*City of* **FORT LAUDERDALE**

For Real Estate Brokerage Services

RFP: #535-11231

COPY

July 25, 2013

Presented by:  
Kenneth Krasnow  
Managing Director  
T: 561.393.1649  
Ken.krasnow@cbre.com

**CBRE**



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This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

# Bid/Proposal Signature Page



Bid/Proposal Signature Page is on the following page.

BID/PROPOSAL SIGNATURE PAGE | PAGE 1

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] 7/24/13  
(signature) (date)

Name (printed) Kenneth Krasnow Title: Managing Director

Company: (Legal Registration) CBRE, INC.

**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: 200 E. Las Olas Blvd

City Ft. Lauderdale State: FL Zip 33301

Telephone No. 561.393.1649 FAX No. 561.393.1650 Email: ken.krasnow@cbre.com

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

Payment Terms (section 1.04): 45 Days Total Bid Discount (section 1.05): N/A

Does your firm qualify for MBE or WBE status (section 1.09): MBE N/A WBE N/A

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

Addendum No. 1 Date Issued June 26, 2013  
2 July 3, 2013

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

YES \_\_\_\_\_ NO X

**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.

Variances: N/A

## Non-Collusion Statement

City of FORT LAUDERDALE

Non-Collusion Statement is on the following page.

NON-COLLUSION STATEMENT | PAGE 2

**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.**

## Cost Proposal Page



Cost Proposal Page is on the following page.

**PART VII - PROPOSAL PAGES – COST PROPOSAL**

Proposer Name CBRE, Inc.

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:

4% without a co-broker;  
5% with a co-broker \_\_\_ %

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

4% without a co-broker;  
7% with a co-broker \_\_\_ %

## Letter of Interest

City of FORT LAUDERDALE

AnnDebra Diaz  
Procurement Specialist  
Procurement Services Division  
Room 619, City Hall  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

# CBRE

Dear Ms. Diaz,

On behalf of the project team representing CBRE, Inc. (CBRE), I am pleased to submit this statement of qualifications to the City of Fort Lauderdale (the "City") regarding Real Estate Brokerage Services.

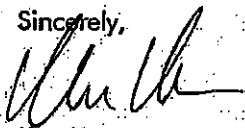
We understand that hiring a real estate partner is a weighty decision, particularly for municipalities who must manage a diverse range of needs from their constituents, City departments and other stakeholders. CBRE's resources, public-sector track record, proven best practices, and leadership talent offer a *reliable, transparent, and market-tested approach* that supports City operations and benefits taxpayers. We have served as the inaugural real estate partner for numerous public-sector clients and are guided by the principle of supporting the responsible stewardship of public real estate. By partnering with CBRE, the City will have access to the commercial real estate industry's largest network, most advanced resources and service platform, and unparalleled market data, research, and analysis – all of which will help the City make informed real estate decisions in support of its real estate goals and vision.

For this assignment, CBRE is combining local market experts (based in South Florida) who have a deep knowledge of Fort Lauderdale, and its Washington D.C.-based Public Institutions and Education Solution Group (PIES), which has extensive experience performing real estate services on behalf of cities around the country. This integrated team of experts will ensure City representatives have access to the best personnel and resources to assist them.

The proposed project team has developed and implemented Strategic Plans for many public entities, including the Cities of Sacramento, San Diego, Reno, Miami, and New York, and the States of California, Maryland, and Michigan. The results for these clients have been transformative. For example, over a five year period in partnership with the State of Florida, more than \$82 million in savings were achieved from the recommendations CBRE provided during the development of the State's strategic plan. Our ability to deliver solutions while embracing various stakeholders differentiates CBRE and provides significant value to our clients.

The City's real estate goals are important to us and are a natural extension of our deep roots in South Florida. Our local offices have been the leading commercial real estate service provider in the region for many years and our office is staffed by professionals who not only know the market but also call it home. The accompanying proposal outlines the services available to the City and provides an explanation of the methodology that would be employed should the City choose CBRE as its service provider. Thank you for the opportunity to present our qualifications and we appreciate your consideration.

Sincerely,



Ken Krasnow  
Managing Director

# CBRE



# Statement of Proposed Services



## CBRE CAPABILITIES & APPROACH TO PROJECT

CBRE has provided commercial real estate services to dozens of cities, counties and states. In just the past two years, CBRE has been engaged to perform a very similar scope of services that included Strategic Planning and Dispositions for the cities of Indianapolis, Reno, Pensacola, Sacramento and the States of Texas and Connecticut. In performing these assignments, our professionals routinely complete tasks involving the evaluation and sale of surplus assets, strategic planning, lease and sale negotiation, and best practice portfolio management. CBRE's national Public Institutions group—led by project team members Michael McShea and Lee Ann Korst—offer valuable insights into the strategies government entities are employing nationwide and the success these strategies have provided. CBRE will assist the City in navigating the challenges associated with the many community stakeholders, the internal politics of bringing in a strategic vendor, and how to interface with the public when disposing of public assets whether by lease or sale.

Most recently, Mr. McShea and Ms. Korst in collaboration with our local teams, have completed formal strategic plans for the States of Florida, Maryland and Michigan. Based on this and other municipal experiences, CBRE has developed a custom methodology that will be the basis for executing the strategic plan requested by the City of Ft. Lauderdale.

Our goal is to develop and implement a plan that generates revenue (or potentially reduces operating costs) without compromising or diluting service delivery to constituents, and enhances the marketability and attractiveness of Ft. Lauderdale. Below is an overview of the elements that will be incorporated in the Strategic Plan.

### Overview of Strategic Plan Elements

- Review the existing data for owned and leased property
- Interview agency and department heads as needed to determine extent to which owned and leased real property efficiently supports government operations
- In the case of City occupied property, identify opportunities to more efficiently occupy space to reduce footprint and costs
- Identify surplus owned real estate (buildings and land) for potential sale, lease or public private partnership
- Using the data collected above, CBRE will prepare a strategic real estate plan for the City. The deliverable will be a report that includes estimated values and prioritize properties for disposition. It will also include recommendations for properties to be turned into community uses as appropriate.

### 1) Tasks Preceding Strategic Planning

- Review the City's overall strategy in a kick-off session
  - Review City's goals for project
  - Confirm the scope of work and review schedule
  - Clarify roles and responsibilities and establish communication channels
  - Confirm project deliverables

STATEMENT OF PROPOSED SERVICES | PAGE 5



## Statement of Proposed Services

City of FORT LAUDERDALE

- Identify appropriate documents/data/information necessary to complete the strategic plan, examining:
  - List of assets to be reviewed (700 or 140)
  - Relevant operating budgets and capital outlay numbers
  - Facility condition assessments (if any)
  - Facility consolidation plans (if any)
  - Written processes, policies or legislation affecting lease or sale of real property
  - Collect and review offer letters or expressions of interest submitted by 3<sup>rd</sup> parties
  - Obtain relevant documents (leases, contracts, operating agreements, license agreements, etc.)
- Prepare for and conduct interviews with stakeholders (Department Heads, Community Activists, City Administration, Legal Department, etc.)
- Develop preliminary short, medium and long-term goals for real property

The above preliminary Strategic Planning tasks will take approximately 30-45 days to complete.

### 2) Strategic Plan Development

#### For Owned Assets:


CBRE has highly relevant experience and processes that will aid the City in deciding which properties are surplus, the value of those assets, and which are appropriate candidates for lease and/or sale. At the minimum, CBRE will consider the following elements:

- Debt (if any)
- Operating Costs
- Current Use
- Condition of Facility or Land
- Deferred Maintenance/Capital Expenditure Forecast
- Opportunities to relocate existing occupants
- Market Values (Lease or Sale)
- Attractiveness to Investors/Developers
- Encumbrances

CBRE will prepare a disposition plan that ranks and categorizes assets by value, disposition difficulty, and disposition strategy.

Concurrently, CBRE will evaluate the City's statutory framework and provide recommendations to most efficiently accommodate the City's disposition process. CBRE's Public Institutions group has significant experience providing guidance to public sector real property transactions and management including "best practices" from across the country.

#### Representative Client Quote: State of Maryland



CBRE's service approach is what has impressed me the most. Their central account personnel are insightful and intelligent, and their field personnel—on-site with us at the Department of General Services—are hardworking and detail-oriented. The results we've seen speak for themselves. CBRE has been a terrific partner. Linda M. Govern, Chief, Management and Procurement, State of Maryland

# Statement of Proposed Services



## 3) Execute Strategic Plan (Represent the City in Transactions)

Once a strategic disposition plan has been approved by the City, CBRE will market the properties to literally thousands of investors and developers locally, regionally, nationally (and even internationally). CBRE's internal marketing teams will develop a marketing plan that includes the placement of signs on the property, internet marketing (Loopnet, Costar, CBRE Marketplace) Broker Mailings, the development and distribution of Collateral Materials, etc. CBRE is adept at creating excitement in the marketplace for all asset types and generating offers for assets previously unable to attract buyers.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<p><b>Identify &amp; Analyze</b></p> <p>Identify properties for disposition. Analyze market conditions, property characteristics, and potential buyers. Develop a strategic disposition plan.</p>	<p><b>Marketing Plan Development</b></p> <p>Develop a comprehensive marketing plan, including target audience, messaging, and promotional activities.</p>	<p><b>Marketing Execution</b></p> <p>Execute the marketing plan, including advertising, signage, and direct mail campaigns.</p>	<p><b>Marketing Results</b></p> <p>Track and report on marketing results, including leads generated and offers received.</p>	<p><b>Negotiation</b></p> <p>Review and analyze offers, negotiate terms, and prepare sales/lease documents.</p>	<p><b>Post-Project Close Out</b></p> <p>Confirm move-out, satisfaction of post-transaction obligations, and conduct a post-project performance evaluation.</p>
<b>DELIVERABLES</b>					
<ul style="list-style-type: none"> <li>Disposition Plan</li> <li>Market Analysis</li> <li>Property Valuation</li> </ul>	<ul style="list-style-type: none"> <li>Marketing Plan</li> <li>Target Audience</li> <li>Marketing Budget</li> <li>Signage Design</li> <li>Direct Mail Campaign</li> </ul>	<ul style="list-style-type: none"> <li>Broker Opinion of Value</li> <li>Recommended Sales/Lease Agreement</li> </ul>	<ul style="list-style-type: none"> <li>Buyout Proposal</li> <li>Analysis</li> <li>Brochure</li> <li>Signage</li> <li>Activity Reporting</li> </ul>	<ul style="list-style-type: none"> <li>Proposal Analysis</li> <li>Negotiation Tracking</li> <li>Letter of Intent</li> <li>Sales/Lease Documents</li> <li>Comments</li> <li>Contract Documents</li> </ul>	<ul style="list-style-type: none"> <li>Completed Sales/Lease Abstract &amp; File</li> <li>Post Project Performance Evaluation</li> </ul>
1-2 Weeks		1 Month	1-2 Months	2 Months	1 Month

### Marketing

Throughout the disposition process, the overriding goal of CBRE is to maximize asset value. This will be accomplished through hands-on management of a carefully planned marketing process. The benefits to the City include:

- Value enhancement by aggressive and credible underwriting
- Value enhancement by target marketing to select users of comparable use
- Maximizing user interest by designing professional offering materials and other marketing tools
- Maximizing user interest and asset value by conducting personal presentations to all primary prospects and their representatives to the greatest extent possible
- Comprehensive pre-marketing and physical property due diligence to eliminate re-trading after contract execution
- Maximum exposure to the market by utilizing the CBRE network, SIOR, LoopNet, CIE, CCIM and CoStar

Our process creates a highly focused, controlled offering plan which capitalizes on CBRE's exceptional local market coverage.





## Statement of Proposed Services

City of FORT LAUDERDALE

### Lease Enforcement

CBRE understands that one of our most important responsibilities is to provide a true picture of the operating income of each property we manage at all times, in addition to maintaining each property's value through adherence to the rules and regulations of the lease document. We ensure the accuracy of the financial aspects of the lease through utilization of a variety of software systems.

The regional team, together with the Real Estate Manager, is responsible for reviewing the income schedules of the property budgets, calculating the operating expense and real estate tax pass-throughs, reviewing the monthly rent statements, abstracting leases, tracking options, calculating CPI increases, and reconciling tenant accounts. All work performed by the Lease Administrators and Real Estate Manager is reviewed by the Senior Real Estate Manager, Accountant and in certain cases, the Director and or Controller for the property.

Administration services can be performed in conjunction with leasing efforts and can include, but not be limited to the following:

- Complete and thorough abstracts of each lease agreement and amendment
- Review of rent billings and additional charges (i.e. pass-throughs and escalations)
- Tickler notices of all options, renewals and expirations
- Monthly rent rolls

### Delinquent Collections

Collection of monies due is as important as leasing space. The key to good real estate management is rent paying occupancy, not just leased occupancy, and the keys to rent paying occupancy are ***firmness and consistency***.

Lease enforcement varies by state, client and specific lease terms. However, CBRE's formal rent collection schedule is enforced, unless the preceding factors dictate otherwise:

- 1st Day of Month—All rents and other charges are due.
- 5th Day of Delinquency—Each tenant which has not paid the full rental due on or before the 5th day of the month shall be contacted in person or by telephone by the real estate manager or their staff not later than the 6th day. A written record is to be maintained by the caller.
- 10th Day of Delinquency—On or before the 10th day, the real estate manager makes a second contact and a written record shall be entered on a Delinquent Tenant Report
- 15th Day of Delinquency—Between the 10th and the 15th day, the real estate manager shall make a personal visit. The real estate manager shall also, on the date of such contact, send a written notice to the tenant confirming the delinquency and requiring the immediate payment.
- 35th Day of Delinquency—If within 20 days of the notice letter the tenant does not promptly and satisfactorily respond to the notice, the real estate manager shall prepare a written recommendation to owner requesting that the matter be referred to owner's attorney. A different time period may be specified at the owner's discretion.

### Benefits

The major benefits of outsourcing these activities are:

- Improved speed and collection of Tenant remittance
- Reduced real estate risk through rigorous lease abstraction, critical date reporting
- Consistent practices yield dependable lease data from which strategic and tactical decisions can be made.
- Relief of Administrative burdens

**CBRE**

## Statement of Proposed Services

City of FORT LAUDERDALE

### CBRE / TEAM QUALIFICATIONS

#### CBRE Overview

CBRE, Inc. (CBRE), a Fortune 500 and S&P 500 company, is the world's largest and most successful commercial real estate services firm (in terms of 2012 revenue). It is the only commercial real estate firm listed in the Fortune 500, and has enjoyed that status for the past five years. The company employs **42,050 people** and serves real estate owners, investors and occupiers through more than **400 offices worldwide**. In 2012 our firm completed 17,575 property sales worth more than \$116.9 billion, 51,900 lease transactions worth in excess of \$72.9 billion, and 118,400 valuation and advisory assignments. In the same year, **CBRE achieved revenue of \$6.5 billion**. Recent third-party awards/recognition can be found in Section 13.

It is important to highlight, however, the Florida based resources that live and work in Florida communities each and every day. Over 900 CBRE professionals have local real estate experience in markets all across Florida in many different services, including 150 brokers.

This strong presence has made CBRE the leader in commercial real estate in Florida for more than 35 years. Across the State, our operations serve the diverse needs of property owners, corporate users and public institutions—helping them to achieve their objectives of disposition, acquisition, consolidation, expansion, or asset enhancement within the state.

A snapshot of our business activity in Florida is provided below:



#### CBRE South Florida

In Fort Lauderdale specifically, we have seen tremendous activity. In 2012, the Fort Lauderdale office completed 421 transactions totaling more than \$820 million in transaction value. Our market leading performance contributed to us perennially being named the "Number 1 Commercial Real Estate Firm in South Florida" by the South Florida Business Journal's Annual Book of Lists.

Since its entrance to market in 1979, CBRE has been one of South Florida's most dominant commercial real estate services firms. The CBRE Fort Lauderdale office offers a full range of commercial real estate services, including Asset Services, Office Agency Leasing, Property Management, Project Management, Tenant Representation, Global Corporate Services, Industrial Services, Retail Services, Investment Sales, Investment Banking, Valuation and Advisory Services, and Research and Marketing Services.

The CBRE Fort Lauderdale office is able to serve our clients in every aspect of their commercial real estate needs. Offering more than 350 years of combined commercial real estate experience throughout Broward County, the Ft. Lauderdale office employs over 50 employees, including 25 real estate professionals.

Notable clients include Invesco Realty Advisor, California State Teacher's Retirement System, Cabot Investments, TIAA, The Alter Group, VITAS, Citibank, AMB-Property Group, RREEF, In-Rel, Great Pointe

**CBRE**

# Statement of Proposed Services



Investors, Prologis, Allstate Insurance, Bank of America, Florida Power & Light, Ryder Systems, Inc., BB&T, and Regions Bank.

CBRE will create value by linking the local Ft. Lauderdale team to a deep reserve of experts and assets throughout the CBRE organization. The CBRE advantage is due to a number of key factors:

- Improved Speed to Market – with a consultant team in place and best in class research capabilities, CBRE can get started immediately
- Buyer Targeting – in addition to broad market knowledge, CBRE focuses on specific real estate product types such as vacant land, residential, retail, industrial, office uses enabling the team to quickly target logical buyers and investors
- Broad Exposure – with a database of over 120,000 active investors, CBRE is able to ensure a broad reach to the most likely buyers
- Market Recognition – CBRE is the most recognized real estate brand in the world, bringing a level of exposure unmatched in the marketplace
- Experience – having done more transactions in Florida than any other firm, CBRE has the experience to ensure a successful outcome for the city of Ft. Lauderdale.

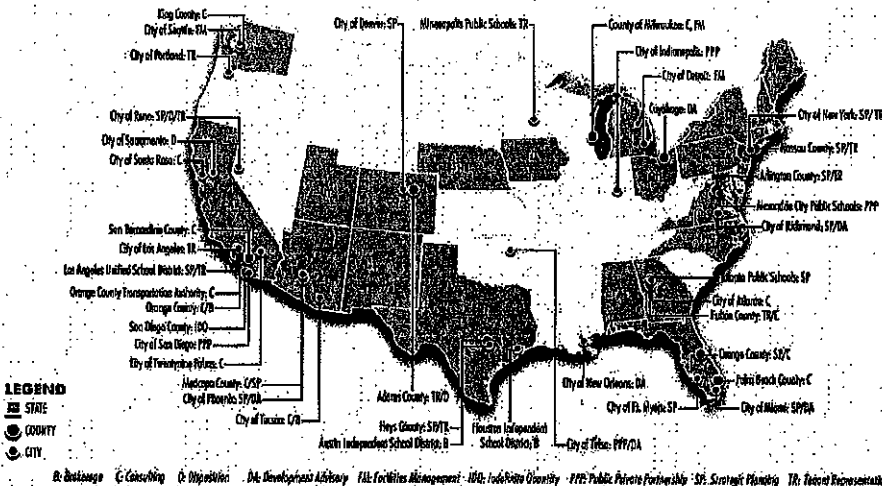
## Public Institutions and Education solutions Group (PIES)

CBRE's PIES group, based in Washington, DC, is a national division of the company that works solely with city, county, state, federal, and educational institutions to formulate and implement real estate strategies. PIES teams with CBRE's regional and local offices to offer an integrated service platform, including strategic planning, acquisitions and dispositions, highest and best use studies, construction and development management, site selection, facility and property management, tenant representation and lease negotiations, benchmarking studies, land and facility acquisition, finance strategies for public entities and public/private partnerships. Below is a map of our team's experience around the United States.

### CBRE STATE AND LOCAL GOVERNMENT PARTIAL CLIENT LIST

CBRE provides state and local government entities with comprehensive real estate solutions. The map below shows the entities with which we maintain current contracts or have had recent experience.

- STATES**
- Alabama: TR
  - Arizona: SP/TR
  - California: TR
  - Colorado: SP/TR
  - Connecticut: C
  - Florida: SP/RA
  - Georgia: SP
  - Hawaii: U
  - Iowa: C
  - Maine: D
  - Maryland: SP/TR/RA/D
  - Massachusetts: TR/C, C/B (for DOT)
  - Michigan: SP/TR
  - Nebraska: TR
  - New Hampshire: D
  - New Jersey: SP/C
  - New Mexico: D
  - New York: TR
  - North Carolina: SP/TR
  - Ohio: RA
  - Pennsylvania: SP/TR
  - Texas: DD
  - Utah: DD (for DOT)
  - Virginia: TR
  - Washington: TR
  - Wash. D.C.: SP/TR/DA



STATEMENT OF PROPOSED SERVICES | PAGE 11



# Statement of Proposed Services

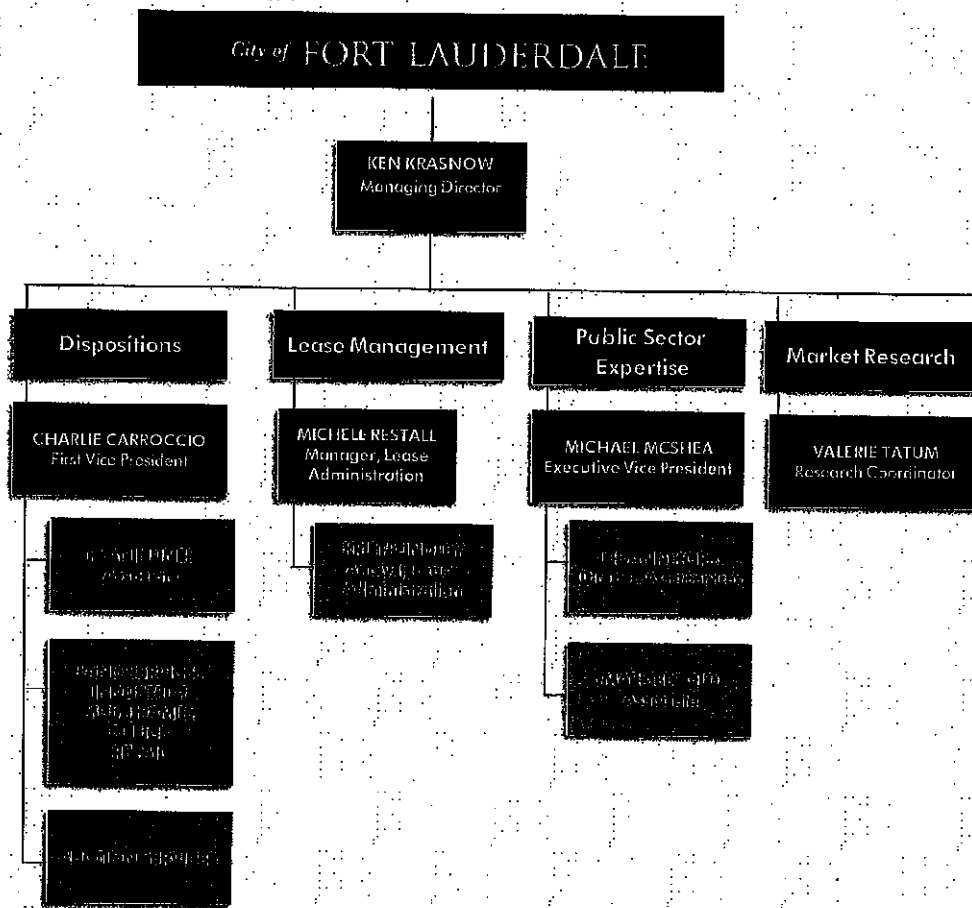


## Team Overview

Our team is composed of top professionals from our South Florida office and our national Public Sector group. This combination of local knowledge/experience and national best practices/strategic planning expertise will provide the City with unmatched results for its owned and leased assets.

Account manager Ken Krasnow will be the primary point of contact for the City and be responsible for marshaling CBRE's resources. Ken is the Managing Director of our South Florida offices and brings more than two decades of commercial real estate experience. Below is an organizational chart showing the distribution of responsibilities for our team. Resumes can be found in Section 13. The initial strategic planning component will be a concerted effort between both our Public Sector group (led by Mike McShea and Lee Ann Korst) and our local disposition group, led by Charlie Carroccio. This combination will allow us to incorporate national best practices with local market intelligence.

Michele Restall and Kristi Lindley will be responsible for Lease Management. Their experience with Lease Management will provide the City with a level of service that exceeds what is necessary to manage the City's portfolio.



STATEMENT OF PROPOSED SERVICES | PAGE 12

The following pages contain case studies detailing our experience with similar assignments for the Cities of Pensacola & Sacramento and the Texas Department of Transportation.





# Statement of Proposed Services



## CITY OF PENSACOLA

### Challenge

The City of Pensacola owns and operates a substantial amount of underutilized real estate.

Community Maritime Park is a beautiful 10-acre waterfront site in downtown Pensacola. It features a newly constructed amphitheater and a Minor League baseball stadium - home of the Pensacola Blue Wahoos. The site is otherwise undeveloped.

The City's deep-water Port is located in a historic, residential area downtown. While the City would like to see more industrial and Port users, the Port is considered a "light" Port and not conducive to heavy cargo.

The City also purchased 64 sites around the Airport to grow and develop for industrial uses.

Pensacola had no representation to proactively market and monetize the assets at Community Maritime Park, the Airport or the deep-water Port.

### Solutions

Utilizing the State of Florida contract as a procurement vehicle, the City of Pensacola hired CBRE to conduct a highest and best use study for Community Maritime Park and as a follow on activity, CBRE will provide brokerage services for the Maritime Park, Airport and Port.

CBRE's comprehensive platform including public sector, retail, industrial, residential, hotel and marina specialists will allow the City to reach a national and global audience and help generate interest in all of the Pensacola properties.

### Results

Mid-way through the feasibility study for Community Maritime Park, the City has expressed interest in offering either land leases for individual parcels or a development package for the entire site. The preliminary study is complete and demonstrates the potential for retail, hotel, marina, and office development. Florida's top industrial broker has visited the Airport and Port sites and is currently developing a marketing plan to attract end users.

## CITY OF PENSACOLA

### MIKE MCSHEA

Executive Vice President

T 202.585.5775

F 202.783.1723

[michael.mcshea@cbre.com](mailto:michael.mcshea@cbre.com)

### QUICK FACTS

- The City of Pensacola controlled underutilized real estate of Community Maritime Park, the Airport and the deep-water Port.
- The City of Pensacola also purchased 64 sites to develop for industrial use
- City leadership partnered with CBRE to understand options that would maximize the value of their real estate assets.

### CBRE SERVICES

- Public Institutions and Education Solutions (PIES)
- Hotel Valuation
- Multi-Family
- Marina
- Retail
- Industrial

STATEMENT OF PROPOSED SERVICES | PAGE 13



## Statement of Proposed Services

City of FORT LAUDERDALE



### CBRE, INC

Public Institutions and  
Education Solutions

### SERVICES

- Strategic Planning
- Disposition Services

### SIZE

- 3,500 Parcels
- 2 MSF

### MIKE MCSHEA

Executive Vice President

T 202.585.5775

F 202.783.1723

[michael.mcshea@cbre.com](mailto:michael.mcshea@cbre.com)

## CITY OF SACRAMENTO

### Challenge

The City of Sacramento, General Services Department Asset Management Section, oversees a portfolio of approximately 3,500 parcels, many of which are used for City operations and services. In an effort to efficiently manage the City's real estate assets and to generate revenue through disposition or lease of surplus property, the City issued a competitive solicitation to find a qualified vendor capable of developing a strategic plan that would inventory all City-owned vacant surplus and/or controlled property, and outline current use and recommendations for disposing or leasing surplus real property.

### Solution

The City of Sacramento selected CBRE as its strategic partner from a competitive pool of vendors. CBRE was tasked with: (i) providing advice regarding property valuation, (ii) portfolio organization and analysis, (iii) conceiving strategic planning scenarios for property leasing and disposal, and developing a report outlining recommendations, (iv) listing services for sale of City surplus property, (v) overseeing escrow for such sales.

### Results

Since being selected as the City's exclusive commercial real estate services provider in 2010, CBRE has delivered the following results:

- Inventoried all applicable parcels
- Captured information unique to each parcel with accompanying photographs
- Downloaded all information to a web-enabled property management software system
- Organized and prioritized each asset
- Incorporated maps unique to each parcel
- Categorized parcels by sales strategies believed to deliver the best results
  - Economic development
  - Traditional brokerage
  - Auction

CBRE is currently collecting data from the City about future real estate requirements, space utilization, energy and green initiatives, and surplus property objectives.

CBRE's analysis has provided the City with the opportunity to raise significant funds through the disposition of assets.

# Statement of Proposed Services



## TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT)



**CBRE, INC**  
Public Institutions and  
Education Solutions

**SERVICES**  
- Strategic Consulting  
- Dispositions

**SIZE**  
- 4,000 Parcels

**MIKE MCSHEA**  
Executive Vice President  
T 202.585.5775  
F 202.783.1723  
michael.mcshea@cbre.com

### Challenge

In 2012, CBRE was engaged to provide consulting and disposition services to TxDOT. TxDOT controls a significant amount of land holdings and facilities located throughout the state of Texas and CBRE has been tasked with identifying assets which are prime disposition candidates in order to raise capital for TxDOT's aging facilities and ongoing infrastructure projects.

TxDOT engaged CBRE to first review the owned, leased, and Right of Way (ROW) land parcels in and around the city of El Paso to identify and provide estimated value of potential surplus land assets. Approximately 95% of the available data including deeds, titles and property plats and maps remained in hardcopy, hand-drawn format and often dated back to the 1930s and 1940s.

### Solution

The CBRE team comprised of consulting and brokerage leaders developed a strategic plan to conduct a deep-dive data evaluation of the ~4,000 assets, conduct stakeholder interviews onsite in Austin, TX. Once and once the surplus candidates were identified, the local market expert toured and assigned an approximate market value per parcel. The team also provided a recommendation to consolidate and relocate a high value maintenance yard. Additionally, the team urged TxDOT to consider alternative monetization opportunities including naming rights, water rights, air rights, and others. The strategic plan, recommendations, and list of proposed surplus candidates was delivered in May of 2013 for consideration.

### Results

CBRE analyzed all TxDOT assets in the Greater El Paso region and identified 19 potential surplus candidates believed to be attractive with a total disposition value of \$21M. In May 2013, CBRE presented the results of the El Paso Study and ongoing transactions to the leadership of TxDOT. TxDOT leadership approved the recommendations of the El Paso study and requested CBRE's assistance in applying the same project approach to the cities of Dallas, Ft. Worth, Houston, Austin and San Antonio by September 2013.

STATEMENT OF PROPOSED SERVICES | PAGE 15



## Statement of Proposed Services



### Estimated Timetables

Our team will adjust our marketing timetable to meet the needs of the City. For the disposition of surplus assets, our goal would be to begin immediately marketing any surplus parcels ready for disposition concurrently with the development of the Strategic Plan. After identifying the disposition candidates, a marketing campaign could begin very quickly, and would generally be carried out over 3-6 months, unless directed otherwise by the City.

For assets leased by the City to 3rd party tenants, CBRE will immediately commence lease review and renewal negotiations as appropriate. To the extent that a transaction acceptable to the City cannot be negotiated with existing tenants, CBRE will immediately and broadly market the property across the universe of prospective tenants.

## Business Licenses

City of FORT LAUDERDALE



**FLORIDA DEPARTMENT OF STATE**  
Division of Corporations

October 7, 2011

**CINDY KEE**  
CBRE, INC.  
11150 SANTA MONICA BLVD., SUITE 1600  
LOS ANGELES, CA 90025

Re: Document Number 847299

The Amendment to the Application of a Foreign Corporation for CB RICHARD ELLIS, INC, which changed its name to CBRE, INC., a Delaware corporation authorized to transact business in Florida, was filed on October 4, 2011.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

**Darlene Connell**  
Regulatory Specialist II  
Division of Corporation

Letter Number: 411A00023118

BUSINESS LICENSES | PAGE 17

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

**CBRE**



# Attachment "A"



Attachment A is on the following page.

ATTACHMENT "A" | PAGE 19



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 its 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.

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.

(1) 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.

(2) CBRE, Inc.
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.

(3) 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.

(4) 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.

(5) 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")

(6) Business Name

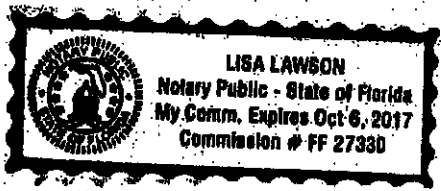
PROPOSER'S COMPANY: CBRE, INC.

AUTHORIZED COMPANY PERSON: Kenneth Krasnow NAME SIGNATURE DATE 7/24/13

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 24th day of July, 2013, by Kenneth Krasnow and as they are personally known to me or have produced identification. (SEAL)

Lisa Lawson - Florida
Notary Public, State of
(Signature of Notary taking Acknowledgment)



Lisa Lawson
Name of Notary Typed, Printed or Stamped
My Commission Expires: 10-6-17
Commission Number: FF 27330



# Evidence of Insurance



**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** POL. # (4400/1111) 5/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE OF A CONTRACT BETWEEN THE ISSUING INSURER(S), A UTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>INSURANCE</b> Acs Risk Services of the Northeast, Inc. Stamford CT Office 1600 Stamford Street Stamford CT 06907-1907, USA		<b>CONTACT</b> NAME PHONE (666) 283-1122 FAX (67) 853-6300 EMAIL FAX CLUB NUMBER 67000034152	
<b>INSURED</b> CBRE Group, Inc., and Subsidiaries 301 Market 2nd Floor Norwalk, CT 06851		<b>INSURERS</b> INSURER A: Zurich American Insurance Company POLICY # 16535 INSURER B: AOB Home & Business Insurance Co. 20699 INSURER C: American Zurich Insurance Company 00112 INSURER D: Factory Mutual Insurance Company 21482 INSURER E: INSURER F:	

**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. (Limit shown are as requested)

CLASS	TYPE OF INSURANCE	FORM	CLASS	POLICY NUMBER	POLICY PERIOD	EXPIRES	LIMIT
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE AND OCCUR <input type="checkbox"/> CONTRACTORS POLL APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> FIRST <input checked="" type="checkbox"/> END			0108219811	3/1/2013	3/1/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$50,000,000 PRODUCTS - COMPOSITE AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO			8480040011	3/1/2013	3/1/2014	COMBINED SINGLE LIMIT (All covered) \$2,000,000 BODILY INJURY (All covered) \$2,000,000 PROPERTY DAMAGE (All covered) \$2,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIMIT <input type="checkbox"/> EXCESS LIMIT <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> DEFERRED \$10,000			300 0218002	3/1/2013	3/1/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION ANY EMPLOYEES OF INSURED EMPLOYER'S POLICY EXCLUSIVE STATE REQUIREMENTS (See 4400/1111)			U081476007 U0833419514	3/1/2013	3/1/2014	<input checked="" type="checkbox"/> WC/FAP <input type="checkbox"/> CR <input type="checkbox"/> POL/MLT EL EACH ACCIDENT \$1,000,000 EL DISEASE/EMPLOYEE \$1,000,000 EL DISEASE-POLICY LIMIT \$1,000,000
D	BUSINESS PERSONAL PROPERTY TENANT IMPROVEMENTS			U0262	3/1/2013	3/1/2014	All Risk Form, \$10,000 Deductible, Replacement Cost \$1,000,000

USE THIS SECTION FOR OTHER TYPES OF COVERAGE/VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required)

The Certificate Holder is included as an additional insured, with respect to Commercial General Liability, to the extent required by written contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED VEHICLES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE GIVEN WITH ACCORDANCE WITH THE FOLLOWING CONDITIONS: APPROVED REPRESENTATIVE 

EVIDENCE OF INSURANCE | PAGE 20



## Availability of Resources

City of FORT LAUDERDALE

### ABILITY TO ASSIGN APPROPRIATE RESOURCES IN A TIMELY MANNER

One of the many benefits to partnering with CBRE is our depth of resources. As the largest commercial real estate firm in the world, we have access to more resources than any other real estate service provider. It will be Ken Krasnow's responsibility to marshal the appropriate resources for each task required by the City. As Managing Director for Broward and Palm Beach Counties, Ken is uniquely positioned to bring together all of the necessary resources in support of this contract.

## Additional Services

City of FORT LAUDERDALE

### ADDITIONAL SERVICES AVAILABLE IN-HOUSE

#### Auction Services

We offer a comprehensive suite of auction services to the extent that conducting auctions for certain properties is CBRE's recommended course of action. The City can benefit from an experienced and nationally recognized auction team that leverages all of CBRE's platform.

<b>AUCTION FORMATS</b> Open Outcry Sealed Bid Online	<b>AUCTION TERMS</b> Absolute Minimum Bid Reserve	<b>AUCTION FORMS</b> Single Property Portfolio
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Benefits of property auction can include:

- Speed and certainty of sale
- Maximization of asset value
- Allows for portfolio sales to individual buyers on a date certain
- Reduces operating costs on maintaining under-utilized assets
- the City will retain control of the transaction structure and disposition process
- "As-is", "where-is" sale with no contingencies
- Our auctions have a 99.9% closing rate once the property is under contract
- Establishes value for difficult-to-value special purpose City properties
- Aggressive auction marketing programs ensure interest and market visibility

## Additional Services

City of FORT LAUDERDALE

### Leased Asset Evaluation

- While not mentioned in the RFP, CBRE could also evaluate any of the City's leased assets. We would consider elements such as:
  - Rent paid by the City vs. Market
  - FTE's Utilization/Efficiency
  - Expirations
  - Relocation Opportunities
  - Landlord Compatibility
  - Cost to Occupy/FTE
  - Agency Locations
- CBRE would use this review period to identify locations with the potential to generate savings through new leases, renegotiation or termination. Such leases may include those properties where:
  - Rental rates, escalations, expenses or additional charges are above current market rates
  - Lease terms or provisions fall outside of standard market practices or are otherwise detrimental to the best interests of the City
- Operations Needs Assessment
  - CBRE would review departmental service delivery needs and how owned and leased real estate supports the mission
  - Department needs would then be reviewed to determine which leases are recommended for continued operations
  - Agency staff forecasts, working relationships, and adjacency requirements would be reviewed to determine their impact on costs, space needs and the feasibility of collocation or consolidation strategies

### Valuation & Advisory Services

CBRE's Valuation and Advisory Services provides accurate, reliable and timely valuations (appraisals) that are critical to the success of every real estate transaction or financing. The group services all types of real estate, ranging from specialty properties such as hotels, healthcare facilities and regional malls to commercial and residential properties including office, retail, industrial and multi-family. CBRE supported 118,400 valuation and advisory assignments in 2012.

Services include market value appraisals, highest and best use studies, litigation support, lease analysis, discounted cash flow analysis (using all commercial cash flow programs), market analysis, product absorption studies, portfolio valuation and analysis, and ad valorem tax appraisals and representation.

The group has a worldwide presence spanning 58 countries. There are also over 1,500 appraisal professionals across the globe and available to provide seamless valuation services by leveraging the global platform.

ADDITIONAL SERVICES | PAGE 24

**CBRE**

## Additional Services

City of FORT LAUDERDALE

### Project Management

CBRE employs the largest network of real estate project (construction) managers in the world.

- 2,900+ project management team members worldwide, including over 1,600 in the Americas
- \$14.6 billion in managed capital projects and new construction for 2010
- 50,000+ projects managed annually
- 20,000+ individual client moves managed annually
- 200+ LEED Accredited Professionals in Project Management
- Dedicated and variable staffing solutions
- Industry-leading proprietary technology
- Consistent, codified process
- Integrated delivery with other CBRE service lines

CBRE has been providing Project Management Services for our clients since 1948 and leads the industry in end-to-end project management and move management services.

### Fees

The fees for the additional services described above can vary widely depending on scope and scale of the assignment. As such, to the extent the City requires any of the supplemental services mentioned, we suggest the fees be negotiated as the assignment becomes better defined.

ADDITIONAL SERVICES | PAGE 25

**CBRE**

## References



City of Pensacola	
Agency	City of Pensacola
Address	222 W. Main Street Pensacola, FL 32502
Telephone Number	850.436.5654
Contact	M. Clark Merritt – Economic Opportunity & Sustainability Administrator
Dates of Service	May 2013 - Ongoing

Texas Department of Transportation	
Agency	Texas Department of Transportation
Address	125 East 11 <sup>th</sup> Street Austin, TX 78701
Telephone Number	512.305.9508
Contact	Scott Leonard – Chief Strategy & Administrative Officer
Dates of Service	September 2012 - Ongoing

State of Florida	
Agency	Department of Management Services
Address	4050 Esplanade Way, Tallahassee, FL 32399
Telephone Number	850.488.0439
Contact	Bryan Bradner
Dates of Service	2008 - Ongoing

REFERENCES | PAGE 26



## Additional Attachments

City of FORT LAUDERDALE

### RESUMES



**KENNETH M. KRASNOW**  
 Managing Director  
 T: 954 3311738  
 F: 954 4683069  
 ken.krasnow@cbre.com

CBRE, Inc.  
 Licensed Real Estate Broker

Kenneth Krasnow joined CBRE in May 2011 as Managing Director, South Florida and is responsible for overseeing the firm's overall strategic business objectives and day-to-day operations for the four South Florida offices in Palm Beach, Broward & Miami-Dade.

Mr. Krasnow brings more than 25 years of experience in commercial real estate services. Most recently, he was Managing Director at Massey Knakal Realty Services, the leading investment sales firm in New York City. There he stabilized and grew its Brooklyn office, increasing its market share by a third. Prior to that position, he was Chief Operating Officer for statewide operations of Apartment Realty Advisors based in Boca Raton where he doubled the existing brokerage staff and opened offices for the firm in Tampa and Orlando.

In the New York area, he also held executive positions for Trammell Crow Corporation and Cushman & Wakefield (Cushman). At Cushman, where he served for 18 years, he was responsible for the overall operations of the New York area profit center which encompassed over 200 brokerage professionals. After the events of September 11, 2001, within two years, Mr. Krasnow brought his region in New York back to record revenues (at that time) of approximately \$200 million. He began his career as a leasing broker and was responsible for more than 3 MSF of Class A building agencies in New York City.

### ACHIEVEMENTS

- "Top 50 Leaders in Commercial Real Estate" by Real Estate Weekly
- Real Estate New York's "Top 40 Under 40"
- "Next Great Leaders" by Real Estate Forum
- "Friends of Island Academy" recipient of Percy Douglass Award

### CREDENTIALS

#### Professional Affiliations/Accreditations

- Licensed Real Estate Broker, Florida
- Member, The Real Estate Board of New York (REBNY)
- Member, CoreNet Global
- Member, Young Men's/Women's Real Estate Association of New York (YM/WREA)
- Member, Urban Land Institute
- Member, Association for a Better New York (ABNY)

#### Educations

- Bachelor of Administration, Finance, Emory University
- Graduate studies, New York University

ADDITIONAL ATTACHMENTS | PAGE 27

**CBRE**

## Additional Attachments

City of FORT LAUDERDALE



**MICHAEL B. MCSHEA**  
 Executive Vice President  
 michael.mcshea@cbre.com  
 T: 202.585.5775  
 C: 202.669.2580

**ROLE: PUBLIC SECTOR STRATEGIES**

**REPRESENTATIVE CLIENTS:**

- City of Indianapolis
- City of Miami
- City of Pensacola
- City of Reno
- City of Sacramento
- City of San Diego
- City of Tulsa
- Cuyahoga County
- District of Columbia
- Fairfax County
- Marin County
- Orange County, CA
- State of Alabama
- State of Arizona
- State of Colorado
- State of Florida
- State of Maryland
- State of Michigan
- State of New York
- State of Pennsylvania

Mike McShea, Executive Vice President, is a co-leader of CBRE's state and local government practice. In this role, Mike provides portfolio optimization, strategic planning, brokerage, development advisory and other associated real estate services to government and education institutions nationwide.

**STRATEGIC PORTFOLIO MANAGEMENT EXPERIENCE**

Mike has managed portfolios and has developed and implemented strategic plans on behalf of dozens of public sector entities in the course of his career. He has implemented strategic real estate plans for the states of Alabama, Arizona, Colorado, and Pennsylvania, as well as the City and State of New York.

Mike recently delivered strategic plans to the states of Florida, Maryland and Michigan and the City of Reno, NV, and is currently working with each entity to implement the associated portfolio recommendations.

Some of the largest projects Mike has worked on involved the renegotiation of government centers in Tallahassee, FL. These projects encompassed 1.5 MSF of leased space and resulted in more than \$60 million in savings to the State.

Mike was responsible for the oversight of a contract with the Government of the District of Columbia. This project involved the restructuring of over 1 MSF of municipal space under the auspices of the congressionally established Financial Control Board.

**DEVELOPMENT ADVISORY EXPERIENCE**

Mike has provided development consulting services for the College of William & Mary, Alexandria City Public School System, American Frontier Culture Museum, James F. Oyster School, National Institutes of Health, John Hopkins Applied Research Laboratory and the University of Cincinnati.

He is currently advising the City of Indianapolis on the redevelopment of a city block in one of its strongest retail corridors through a public-private partnership.

**EDUCATION**

Bachelor of Science, Business and Management, University of Maryland.

**INDUSTRY RECOGNITION / SCHOLARSHIP**

Mike has delivered guest lectures on various topics involving corporate, municipal and educational real estate to the National Association of College & University Business Officers (NACUBO), National Association of State Facility Administrators (NASFA), American Institute of Architects, California Association for Local Economic Develop and the Keenan Flagler Business School at the University of North Carolina Chapel Hill.

**AWARDS**

- United States Conference of Mayors Outstanding Achievement in Public Private Partnership, City of Tulsa, City Hall Acquisition
- National Association of State Facility Administrators Outstanding Achievement Award, Portfolio Management with the State of Michigan
- Washington Business Journal Best Office Lease and Best Residential Development Transaction

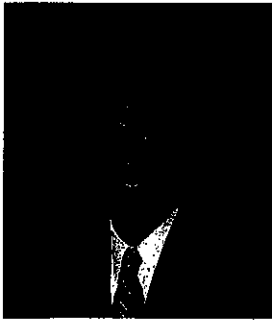
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## Additional Attachments

CITY OF FORT LAUDERDALE



**CHARLIE CARROCCIO**

First Vice President

T: 561.393.1628

F: 561.393.1650

charlie.carroccio@cbre.com

**CLIENTS REPRESENTED**

- AIG
- AOL
- American Red Cross
- AVAYA
- Discovery Communications
- DISYS
- Dun and Bradstreet
- Global Logic
- Hitachi Data Systems
- Johns Hopkins University
- Johnson Lambert & Company
- Micro Focus
- Northrop Grumman
- United Biosource Corporation
- Verizon
- Pricewaterhouse Coopers
- Nielsen Media

**RESPONSIBILITIES**

Charlie Carroccio exclusively represents tenants in the leasing, acquisition, and disposition of commercial office and industrial properties. Throughout his seven year career, Mr. Carroccio has successfully completed over \$654 million in transactions in excess of 4,200,000 square feet of space.

A talented strategist and negotiator, Mr. Carroccio is also skilled at multi-market portfolio management. He leverages CBRE's Lease Administration, Consulting, Financial, Econometric Forecasting, and LEED expertise to ensure corporations optimize their national real estate portfolios.

Mr. Carroccio is an expert at identifying locations that fit his clients' operational, financial, and qualitative requirements—and at negotiating best-in-market lease terms while retaining the flexibility for his clients to adapt to business and industry changes.

**SIGNIFICANT ASSIGNMENTS**

Client	Square Feet	Transaction Type
■ AOL	696,000 SF	Building Disposition
■ Northrop Grumman	344,000 SF	Building Acquisition
■ Telecommunications Co.	117,000 SF	Lease Acquisition
■ Pragmatics	95,000 SF	Building Acquisition
■ Sprint	89,000 SF	Lease Disposition
■ University of the District of Columbia	88,000 SF	Lease Acquisition
■ TASC	62,000 SF	Lease Acquisition
■ Orbital Sciences	45,000 SF	Lease Acquisition
■ SRA International	45,000 SF	Lease Acquisition
■ Discovery Communications	42,000 SF	Lease Acquisition
■ Johns Hopkins University	42,000 SF	Lease Acquisition
■ The Avalon School	10.53 acres	Campus Acquisition

**ACHIEVEMENTS**

- Named one of the "Top 35 Under 35" professionals in Commercial Real Estate

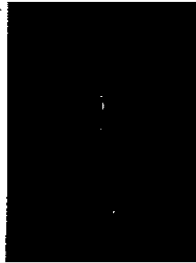
**EDUCATION**

- Washington & Lee University, Bachelor of Science in Business Administration



## Additional Attachments

City of FORT LAUDERDALE



### MICHELE RESTALL

Manager, Lease Administration

T: +1 407 404 5034

F: +1 407 404 5000

michele.restall@cbre.com

### RESPONSIBILITIES AND EXPERIENCE

Michele Restall has been involved in commercial real estate management for over 13 years, with a specialty in industrial, office, and retail properties. Michele is an accomplished manager who specializes in lease administration, audits, budget preparation, operating expense reconciliations, accounts receivables, and supervision and training of team members. Her accounting software experience includes Yardi, MRI, Skyline, AMSI, Timberline, CTI, and Kardin.

Michele was instrumental in the development of Shared Services Group (SSG) in 2005. SSG provides support to Real Estate Managers and their staff ensuring that CBRE Standards are adhered to for all Asset Services clients.

SSG has two very important components. The first is new hire mentoring. New hires gain procedural and software training and exposure to many critical components of what is required of property management. The second component is the leveraging of technical innovations while improving and maintaining the value provided to Corporate Clients.

Shared Services Group provides all six Florida markets with the following services:

- Lease abstract completion, floor inventory, OFAC reports
- Use/Restrictions/Exclusives language compilation for retail leases
- CAM reconciliation reviews
- Benchmark portfolio income and expenses
- Kardin and Excel budget/forecast training and on-going mentoring
- New property transition assistance
- Estoppel preparation and analysis
- New hire training of CBRE Standards
- Accounts Receivable reconciliations
- Tenant/Vendor file set up

### ACHIEVEMENTS

- CBRE Florida Asset Services Shining Star Award, 2012Q4
- CBRE Catalyst Award, 2011
- CBRE Ambassador Award, 2010
- Best Team Player, 2003
- BOMA Atlanta TOBY Award, 1999

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**CBRE**

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## Additional Attachments

City of FORT LAUDERDALE



**LEE ANN KORST**

Director, Asset Services  
Orlando

T: 407.839.3180  
C: 850.251.9319  
F: 407.404.5001  
leeann.korst@cbre.com

### PROFESSIONAL EXPERIENCE

Lee Ann Korst brings vast experience in property management and public service to her role as Director of Asset Services for the Orlando market. Lee Ann most recently served as First Vice President in CBRE's Tallahassee office, as part of the Public Institutions and Education Solutions (PIES) Group, responsible for client relations and business development for the Southeast region state and local governments. She currently devotes a portion of her time to CBRE's public sector group.

Before joining CBRE in 2010, Lee Ann worked for Equity Office Properties for over ten years, ultimately serving as General Manager of One Ninety One Peachtree Tower in Atlanta, a 50-story, 1.2 MSF office tower in downtown Atlanta.

After her tenure with Equity, Lee Ann served in multiple roles in Florida state government, including Director of Real Estate for Florida's Department of Management Services, where she maintained oversight of 7.9 MSF in the Florida Facilities Pool as well as 10 MSF of private sector leasing for all state agencies.

### ACHIEVEMENTS

- 2002 TOBY Winner (over 1,000,000 SF category)
- TOBY Judge (250,000- 499,000 SF category), 2000 and 2001
- 1999 Equity Office Properties Building of the Year
- 1999 TOBY (The Office Building of the Year) Winner (100,000 – 249,000 SF category)

### PROFESSIONAL AFFILIATIONS AND ACCREDITATIONS

- Member - Capital City Tiger Bay Club
- Steering Committee, FSU Real Estate Trends Conference
- Tallahassee Chamber of Commerce Action 2010 Committee
- Member - Governor's Mansion Commission, 2003 – 2006
- Board of Directors, Girl Scouts of the Apalachee Bend
- Blueprint 2000, Capital Cascades Executive Advisory Committee
- Licensed Real Estate Agent

### EDUCATION

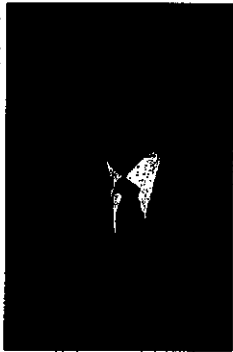
- Oglethorpe University, Atlanta, GA; Master's in Business Administration
- Illinois State University, Normal, IL; Bachelor's of Science in Management and Quantitative Methods
- Harvard University - Strategic Negotiations: Deal Making for the Long Term - Public Institutions and Education Solutions

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**CBRE**

## Additional Attachments

City of FORT LAUDERDALE



### MARK P. BEZOLD

Associate  
Public Institutions & Education  
Solutions

T: 202.585.5684

C: 571.643.1710

F: 202.783.1723

mark.bezold@cbre.com

### REPRESENTATIVE CLIENTS:

- State of Maryland
- City of Roseville, CA
- City of Gary, IN
- Maryland Health Benefit Exchange
- District of Columbia Retirement Board
- Broydick & Associates
- Fathi & Associates
- Strategic Media Services

### PROFESSIONAL EXPERIENCE

Mark P. Bezold is an Associate with CBRE's Public Institutions and Education Solutions group (PIES). In this role he specializes in advising and representing State & Local governments around the United States, with a focus on strategic planning and executing transactions. Current assignments include the creation of a Strategic Plan for the City of Roseville, development advisory for the State of Maryland and City of Gary, Indiana, and tenant representation for the District of Columbia Retirement Board.

Mr. Bezold has completed the CBRE Wheel Program, commercial real estate's premier training program, which exposes members to a broad spectrum of real estate services. He has experience in Global Corporate Services, Tenant Representation, Agency Leasing, and Investment Sales. This diverse background gives Mr. Bezold a deep knowledge base and breadth of experience to best serve his clients.

### EDUCATION

- Mr. Bezold has a Bachelor of Arts with Distinction in Economics and a minor in Urban and Environmental Planning from the University of Virginia. While at UVA Mr. Bezold was the Captain of the nationally-ranked Virginia Men's Rowing team.

### CREDENTIALS

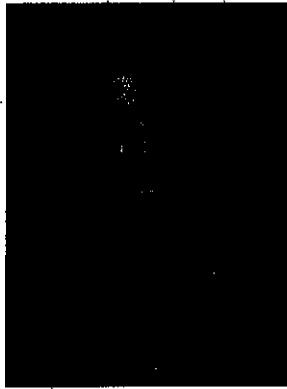
- Licensed Real Estate Salesperson in the District of Columbia, Maryland, and Virginia.

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**CBRE**

## Additional Attachments

City of FORT LAUDERDALE



**RYAN NUNES**

Associate

T: 954.331.1711

F: 954.337.2317

ryan.nunes@cbre.com

CBRE, Inc.

Licensed Real Estate Broker

**CLIENTS REPRESENTED**

- Cambridge Associates
- Cavalier Telephone
- Emcor Government Services
- GridPoint
- Juvenile Diabetes Research Foundation
- Mitsubishi Digital Electronics of America
- ModSpace
- National Center for Missing and Exploited Children
- Personal Care Products Council
- Rexahn Pharmaceuticals
- RTKL
- URS Corporation

Ryan joined CBRE in 2013. Before coming to South Florida, Ryan worked with Studley in Washington, DC beginning in 2006. He has created financial models and cost analysis for real estate projects throughout the United States. He also has a breadth of experience in headquarters relocation assignments as well as the consolidation of multiple facilities.

Ryan has completed numerous mathematics based analytical projects, receiving awards from multiple institutions. He also holds a patent on a pseudo-random number generator, which utilizes an irrational number table interacting with a Fibonacci Series. The generator has broad applications in encryption and computer security. His strong mathematics background, combined with his prior experience in marketing and public relations, gives him the ability to fully serve a client's planning and analytical needs.

Ryan has been a guest lecturer at Georgetown University's McDonough School of Business and Catholic University's Columbus School of Law.

**SIGNIFICANT TRANSACTIONS**

Client	Square Feet	Transaction Type
■ URS Corporation	2.6 million SF	Lease
■ Cambridge Associates	160,000 SF	Lease
■ NCMEC	120,000 SF	Lease
■ RTKL	60,000 SF	Lease
■ ModSpace	57,000 SF	Lease
■ Emcor Government Services	34,000 SF	Lease

**ACHIEVEMENTS**

- Awarded CoStar Powerbroker award in Washington, DC for his work on Mitsubishi Digital Electronics of America transaction.

**PROFESSIONAL AFFILIATIONS**

- Licensed Real Estate Salesperson - State of Florida

**EDUCATION**

Ryan received a Bachelor of Arts degree in Sociology from The University of Pennsylvania.

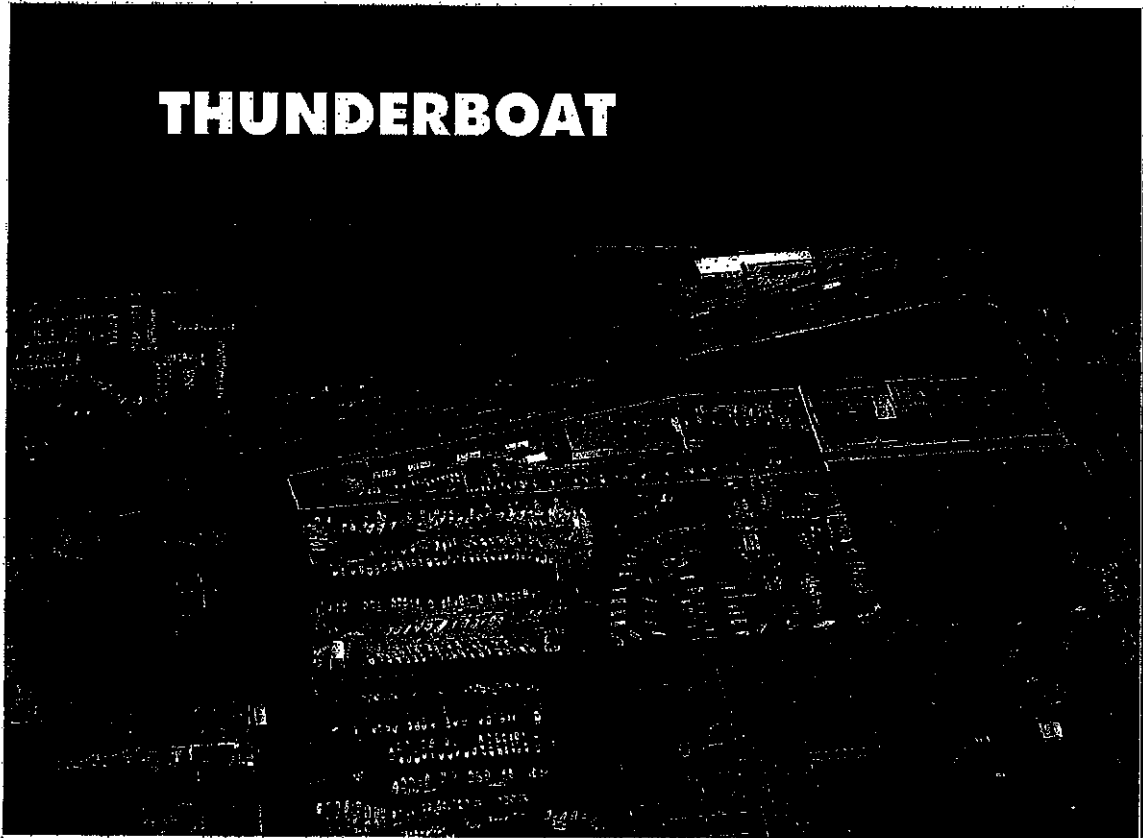
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## Additional Attachments

CITY OF FORT LAUDERDALE

### SAMPLE MARKETING MATERIALS



**FEATURES**

- Prestigious Fort Lauderdale location
- 50 new wet slips
- 396 dry racks
- Price: \$5,900,000
- Covered Surface Storage
- Boatyard
- \$13,229 per slip
- \$18.53 per SF of Gross Land Area

[www.cbre.com/thunderboatmarina](http://www.cbre.com/thunderboatmarina)

This property is located in a Special Flood Hazard Area. Federal law requires that as a condition of obtaining federally related financing on most properties located in "flood zones", banks, savings and loan associations, and some insurance lenders must require that flood insurance be carried where the property, real or personal, is security for the loan.

**FOR MORE INFORMATION PLEASE CONTACT:**

**Jeff Carson, MAI**  
 Vice President  
 +1 386 672 3339  
[jeff.carson@cbre.com](mailto:jeff.carson@cbre.com)

**Mike Nissley**  
 Senior Vice President  
 +1 404 504 5970  
[mike.nissley@cbre.com](mailto:mike.nissley@cbre.com)

**CBRE, Inc. | Licensed Real Estate Broker**

189 S. Orange Avenue | Suite 1900 | Orlando, FL 32801 | [www.cbre.com/orlando](http://www.cbre.com/orlando)

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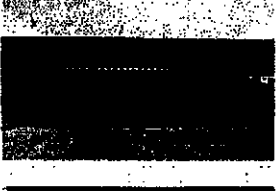




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# Additional Attachments



# THUNDERBOAT









### OFFERING SUMMARY

<b>Property Name</b>	Thunderboat Marina	
<b>Mailing Address</b>	2051 Griffin Road Fort Lauderdale, Broward County, FL 33312	
<b>Assessor's Parcel Numbers</b>	5042-28-01-0150 5024-28-01-0200	
<b>Property Rights Being Sold</b>	Fee Simple subject to short term leases	
<b>Upland Land Area (Estimated)</b>	4.31 AC	274,747 SF
<b>Submerged Land Area (Estimated)</b>	1.09 AC	49,866 SF
<b>Gross Land Area (Estimated)</b>	7.31 AC	318,347 SF
<b>Flood Zone Disclosure</b>	The subject is located adjacent or within a portion of Flood Zone X. As with most waterfront property, the subject will require flood insurance.	
<b>Building Area</b>	<b>Size</b>	<b>Occupancy</b>
Marine Sales and Parts Building	1,483 SF	100%
Enclosed Service Area	3,835 SF	100%
Covered Service Area	16,279 SF	100%
Dry Dock Storage Building	28,296 SF	100%
Covered Storage Area	36,476 SF	100%
Air Conditioned Attendants Building	267 SF	100%
One Story Office	140 SF	100%
One Story Marine Connection Building		
Gross Building Area	88,896 SF	
Cypress Building Occupancy	100.0%	
<b>Non-Building Areas</b>		
Wet Slips	50 Slips	70%
Dry Covered Storage Spaces	396 Slips	70%
Covered Surface Storage Spaces	28 Slips	70%
<b>Total Slips</b>	<b>471 Slips</b>	<b>70%</b>
<b>Pro Forma Operating Data</b>	<b>Total</b>	
2012 Actual Income	\$1,273,829	
Estimated Operating Expenses	\$700,166	
Expense Ratio	54%	
Net Operating Income	\$573,663	
<b>VALUATION</b>	<b>Total</b>	
Asking Price	\$3,700,000	
Overall Capitalization Rate	9.71%	

The data contained herein is believed to be accurate, but is not warranted. The buyer is advised to verify all data independently. CBRE is not responsible for any errors contained herein.

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## Additional Attachments

City of FORT LAUDERDALE

### THIRD-PARTY RECOGNITION OF SERVICE EXCELLENCE

A few examples of our many awards and accolades include:

**WSJ**  
**FORTUNE**

**STANDARD  
& POOR'S**

**Bloomberg  
Businessweek**

**IACOP**

**THE  
Lipsey  
Company**

**NATIONAL REAL ESTATE  
Investor**

**CREW  
NETWORK**

- The Wall Street Journal: Best Real Estate Brand for Reputation, 2011
- Fortune 500: #416 for 2012
- Standard & Poor's: The first CRE company on the S&P 500
- Businessweek: #25 among Businessweek's Top 50 companies
- International Association of Outsourcing Professionals (IAOP): #4 outsourcing services provider across all industries and the highest-ranked real estate services company in 2012; International Association of Outsourcing Professionals (IAOP): CBRE Named Top Outsourcing Firm for Corporate Responsibility
- The Lipsey Company Brand Survey: #1 Most Admired Brand in 2012 – 12th consecutive year
- National Real Estate Investor: Ranked #1 for the Top 25 Property Managers
- CREW (Commercial Real Estate Women) Network: 2012 "Circle of Excellence Award" CBRE's strong commitment to workplace diversity and long-term support of the group's groundbreaking research on diversity, which CBRE has sponsored since 2004.



## Additional Attachments



### ADDENDUMS

We have included Addendums 1 and 2 on the following pages.



## 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.



- 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: CBRE, Inc.

Bidder's Signature: (please print)  
*[Handwritten Signature]*

Date: 7/24/13



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](mailto: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: \_\_\_\_\_ CBRE, Inc.

(please print)

Bidder's Signature: \_\_\_\_\_ [Signature]

Date: \_\_\_\_\_ 7/24/13



**EXHIBIT "C"**

**Contractor's Best and Final Offer**

*ABD*



EXHIBIT C

City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, #819 • Fort Lauderdale, Florida 33301  
954-828-5933 FAX 954-828-8578  
purchase@fortlauderdale.gov

ORIGINAL  
BID

PART VII - PROPOSAL PAGES - COST PROPOSAL

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.**

Pursuant to Section Part IV, Item 3.B:

Provide a single fixed Broker's fee for new leases where the broker is the procuring cause of the new lease.

4 %

Provide a single fixed management fee for management of existing leases

3 %

Submitted by: [Signature]  
(signature)

Name: Ken Krasnow Title: Managing Director  
(printed)

Company: (Legal Registration) CBRE, Inc.

Date: Sept. 23, 2013

CONTRACT  
COPY

CBRE, Inc.  
RFP 535-11231, Real Estate Brokerage Services  
Best and Final Offer

**ADDENDUM TO  
AGREEMENT FOR  
REAL ESTATE BROKERAGE  
AND  
LEASE MANAMENT SERVICES**

These Addenda to the Agreement for Real Estate Brokerage and Lease Management Services by and between the CITY OF FORT LAUDERDALE, a Florida municipal corporation ("City") 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016 and CBRE, Inc., a Delaware corporation authorized to do business in the State of Florida ("Contractor") whose address and phone number are 200 East Las Olas Boulevard, Fort Lauderdale, FL 33301, phone: (954) 331-1738, e-mail: [ken.krasnow@cbre.com](mailto:ken.krasnow@cbre.com) are dated this \_\_\_ day of \_\_\_\_\_, 2014.

**Management Fees and Brokerage Commissions**

This Addendum establishes the method, amount, process and limitations on payment of Management Fees for management services rendered by Contractor to City and the method of establishing the entitlement, amount, process and limitations on the payment of Brokerage Commission to Contractor for Contractor's brokerage services.

1. **Management Fees** payable to Contractor for rendition of management services for managing Leases for City.
  - 1.1. Management Fees are generated only where the City is the Lessor.
  - 1.2. Contractor is not entitled to a Management Fee from the City where the City is the Lessee.
  - 1.3. Contractor will collect the rents from the City's Lessees and retain three (3.0%) per cent of the rents collected by Contractor as a Management Fee.
    - 1.3.1. The City's Finance Department will continue to "invoice" City's Lessees, but the remittance of rents shall be directly to Contractor.
    - 1.3.2. Management Fees are paid only as rents are collected by Contractor. If no rent is collected in any given calendar month, then Contractor does not get a Management Fee until such time as the rent at issue is paid.
    - 1.3.3. Rents under Section 1.3, less Management Fee, will be paid to the City monthly by last day of the month in which the rent was paid to Contractor.
    - 1.3.4. Contractor shall provide City with a monthly accounting as to (a) rents paid by City's Lessees and the Management Fee paid to Contractor and (b) rents not paid by City's Lessees.

*AKD*



1.4 Unless otherwise agreed by the City in writing, Contractor shall not be responsible for the rendition of Management Services nor entitled to Management Fees on transactions under the following leasing transactions where the City is the Lessor.

1.4.1 City Charter Section 8.07, Leases with government entities or agencies for governmental purposes

1.4.2 City Charter Section 8.08, Leases of parking spaces in parking facilities owned or operated by the City.

1.4.3 City Charter Section 8.10, Fort Lauderdale Executive Airport (Prospect Field)

1.4.4 City Charter Section 8.13, Leases to civic and charitable organizations.

**2. Brokerage Commission** – fees generated where Contractor is the procuring cause of a sale or lease.

2.1 Unless otherwise agreed by the City in writing, Contractor shall not be entitled to a Brokerage Commission on a transaction under the following transactions:

2.1.1 City Charter Section 8.06, Leases at Bahia Mar, including leasing of Bahia Mar

2.1.2 City Charter Section 8.07, Leases with government entities or agencies for governmental purposes

2.1.3 City Charter Section 8.08, Leases of parking spaces in parking Facilities owned or operated by the City.

2.1.4 City Charter Section 8.10, Fort Lauderdale Executive Airport (Prospect Field)

2.1.5 City Charter Section 8.13, Leases to civic and charitable organizations

2.1.6 City Charter Section 8.02, Sale of public lands and of public property to public bodies

2.1.7 City Charter Section 8.03, Acquiring right-of-way for purpose of converting same to a public body

2.1.8 City Charter Section 8.11, Sale of real property at Fort Lauderdale Executive Airport.

2.2 Brokerage Commission on a City Lease is paid only where the City is the Lessor.

2.2.1 The Brokerage Commission is paid only as rents are collected by Contractor.

2.2.1 The Brokerage Commission is paid by the Lessee, not by the City.

- 2.3 The Brokerage Commission of four (4.0%) per cent of the rent collection will be paid on each installment of rent collected by Contractor.
- 2.4 The maximum Brokerage Commission payable to Contractor on a Lease would be 4.0% of the gross amounts of rents due during the initial term of the Lease.
- 2.4.1 In the event there are one or more renewal option terms under any given Lease, the 4.0% Brokerage Commission will not be paid to Contractor for the renewal term(s).
- 2.4.2 In the event that the contractual relationship between the City and Contractor end (e.g. end of contract term), Contractor will not be entitled to any further Brokerage Commission from the rents paid after the Contractors contract term expires.
- 2.5 Contractor will collect rents and retain 4.0% of the rents collected as a Brokerage Commission. Rents collected, less Brokerage Commission of 4.0% and Management Fee of 3.0% shall be paid to the City by Contractor on a monthly basis.
- 2.5.1 There is no Brokerage Commission paid by City to Contractor on a Lease where the City is the Lessee. However, Contractor may be paid a brokerage commission by the Landlord where the City is the Lessee.
- 2.6 On a sale of real property, the Brokerage Commission will be paid by the Buyer.
- 2.6.1 To the end that the Brokerage Commission will be paid by the Buyer, the terms and conditions of the sales contract must specify that the Buyer will be responsible for the Brokerage Commission in the event the Contractor is the procuring cause of the sale.
- 2.7 On the sale of surplus property by the City under City Charter Section 8.04, where the City initiated the "surplus property sale" procedure independent of Contractor, then there is a presumption that Contractor gets no Brokerage Commission, unless Contractor has secured, through its independent marketing efforts the successful bidder under the "surplus property sale" procedures.
- 2.8 On the sale of surplus property by the City under City Charter Section 8.04, where the Contractor initiated the "surplus property sale" procedure independent of or in cooperation with of the City, then Contractor shall be presumed to be the procuring cause of the sale and shall be entitled to a Brokerage Commission to be paid by the Buyer.
- 2.9 CBRE shall perform a review and assessment of all City-owned and/or underutilized property and make recommendations for the best use of such properties (approximately 140 parcels) as set forth in Part IV of the RFP, *Scope of Services*. CBRE shall follow the

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procedures set forth in the *Scope of Services* leading to the Strategic Report and Final Report.

2.9.1 Recommendations in the Final Report for the sale of property shall be brought to the City Commission.

2.9.2 Based on the recommendations in the Final Report, the City Commission shall decide which properties are to be marketed for sale by CBRE. Properties on this approved list shall be marketed by CBRE for which CBRE a Brokerage Commission may be generated.

2.9.2 As to those properties in the Final Report not approved by the City Commission for marketing for sale, there shall be no entitlement to a Brokerage Commission, unless otherwise agreed upon by the City at a later date.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

**CITY OF FORT LAUDERDALE**

By: \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:

\_\_\_\_\_  
Robert B. Dunckel,  
Assistant City Attorney

ATTEST:

\_\_\_\_\_  
Jonda K. Joseph, City Clerk

*QBP*

ATTEST

CONTRACTOR

By: \_\_\_\_\_

CBRE, INC., a Delaware corporation

Laurence H. Midler  
Secretary

By: \_\_\_\_\_  
Jim Reid, President, Eastern Region

(CORPORATE SEAL)

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Robert E. Sulentic as president for CBRE, Inc., a Delaware corporation authorized to transact business in the State of Florida.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of  
Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

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