

**Colliers International**

Bid Contact **Brooke Berkowitz**  
**brooke.berkowitz@colliers.com**  
**Ph 561-512-3488**

Address **FORT LAUDERDALE, FL 33301**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
12630-225--01-01	Fill in the breakdown of costs in Section VI - Cost Proposal Page	<b>Supplier Product Code:</b> Bid #12630-225  <b>Supplier Notes:</b> Colliers Response to Bid # 12630-225 Real Estate Brokerage Services (Re-Bid)	<b>First Offer -</b>	1 / each	Y	Y
Supplier Total					<b>\$0.00</b>	

**Colliers International**

Item: **Fill in the breakdown of costs in Section VI - Cost Proposal Page**

**Attachments**

Colliers Response to Real Estate Brokerage Services 12630-225 Re-Bid FINAL.pdf



**Prepared in Response to:**  
Bid# 12630-225  
March 23, 2022

# Solicitation 12630-225 Real Estate Brokerage Services (Re-Bid)

**Prepared For:**  
City of Fort Lauderdale



CITY OF FORT LAUDERDALE

100 N Andrews Avenue  
Fort Lauderdale, FL 33301

**Prepared By:**



Accelerating success.

200 E Broward Blvd, Suite 120  
Fort Lauderdale, FL 33301

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City of Fort Lauderdale  
Jim Hemphill  
Sr. Procurement Specialist  
100 N Andrews Ave  
Fort Lauderdale, FL 33301  
Email: jhemphill@fortlauderdale.gov



Dear Mr. Hemphill,

RE: RFP# 12630-255 Real Estate Brokerage Services (Re-Bid)

Colliers International Florida, LLC (Colliers) is pleased to submit this Request for Proposal (RFP) to the City of Fort Lauderdale (the "City") in regards to RFP# 12630-255 (Re-Bid), Real Estate Brokerage Services. We understand that the City is seeking qualified, experienced and licensed firm(s) to provide real estate brokerage services for the City.

Colliers International is proud to have diligently served as the City of Fort Lauderdale's exclusive real estate advisor since 2017. Although our formal engagement with the City has been for three years, our key principal contacts on the team, Ken Krasnow and Brooke Berkowitz Mosier, have been partners with the City for over seven years. In that time, we have developed an unwavering partnership that goes beyond the traditional broker/client relationship that is built upon a transactional relationship. We are invested and care deeply about the future of the City of Fort Lauderdale and its people. We have built close working relationships with the Mayor and all District commissioners, the City Managers office and almost every department head within the City, such as Parks and Recreation, Department of Sustainable Development amongst others, to move Fort Lauderdale forward. Over this time, we have become more than advisors to the City, we have become an extension of City staff. Our hands-on approach has led us to be the City's resource for all things real estate and beyond. Staff and Commissioners know that we are available at all times to help them solve problems, attend Homeowners and Advisory Board meetings, participate in Commission meetings and are ready to dive into any project that comes our way often without any compensation. Serving as advisors for the City of Fort Lauderdale's leases, we have developed close relationships with all the tenants that lease space from the City of Fort Lauderdale. We understand the nature of their businesses, the struggles of the past two years during COVID business disruptions, and have worked alongside tenants and City staff to navigate their businesses in relation to their real estate. Again, most of these activities are not "compensated"—they are not transactional nor fee based advisory—We provide these services for free where others would not because they are an extension of our care, respect and commitment to the City and its people. We are also able to provide this level of service because our local leadership/point of contact, Ken Krasnow, is authorized to make these decisions without having to seek Corporate approvals that all other competitors are required to obtain.

Our commitment to the City of Fort Lauderdale is wide and deep and goes beyond our services with the City. We have become leaders, trusted advisors and confidantes to many organizations equally committed to the health and well-being of this City including the Downtown Fort Lauderdale Development Authority, Fort Lauderdale Chamber of Commerce, YMCA Broward County, Greater Fort Lauderdale Alliance and the Broward County Council on Homelessness. Each organization is trying to move the City of Fort Lauderdale and its citizens forward. This level of commitment is not easily found in the commercial real estate industry. While most brokerage firms and teams are focused on fees, we are focused on being a trusted partner and delivering unparalleled service.

Over the past seven years we have provided significant value to the City by executing on multiple deliverables for the City including, leases, disposition of surplus property, acquiring of land for parks bond, valuations of property, broker opinions of value, advisory service projects, market updates, to name just some of our tasks. What we've done most is learn. Learning is a process and a long ongoing one. The goal with learning is to always improve and grow—and that is something Colliers strives to continue to do with the City of Fort Lauderdale. We welcome the opportunity to engage with City leadership to understand how we can provide even better service to City.

We look forward to working with our partner in the City of Fort Lauderdale to continue to learn and improve in all areas of our relationship so that the City and its constituents receive the excellent service they deserve.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Krasnow".

Ken Krasnow  
Vice Chairman, Institutional Investor Services



## 4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

Colliers International Florida, LLC (Colliers) is pleased to submit this response to the City of Fort Lauderdale (the "City") for RFP# 12630-225, Real Estate Brokerage Services (Re-bid). In this RFP we will exhibit our experience in managing large portfolios of properties, familiarity and comprehension of the Fort Lauderdale market area in leasing, selling, acquiring, and marketing properties and our extensive background with laws and practices applicable to public agencies in real estate matters. Services the City is seeking include advisement and representation the City in matters regarding, but not limited to, lease, acquisitions, disposition, request for proposals, letters of intent, offers, counteroffers, discussions, and issues pertaining to the purchase/sale/ lease of assigned property, strategic planning for city-owned property in alignment with real estate needs, provide marketing materials and listing services for all properties upon request, lease management of city-owned property, performing market analysis, presentations to City staff and/or City Commission regarding the state of Fort Lauderdale-Broward County real estate market, Broker Opinion of Values, inventory and assessment report of all City-owned properties, planning and execution of City acquisitions, providing annual inventory report of all affordable housing units within the City, providing quarterly reports on available properties for office, commercial, industrial, and retail spaces within the City, providing market rental rates for City budgeting purposes, attending meetings and/or public hearing with City staff and other parties, providing other real property services requested by the City to plan, implement, negotiate, purchase, sell, lease, and acquire the property assigned escheated by the County.

### Scope Understanding

We understand that the City of Fort Lauderdale is looking for:

Advice in City matters regarding, but not limited to, the lease, acquisition, disposition, request for proposals, letters of intent, offers, counteroffers, discussions, and issues pertaining to the purchase/sale/lease of the assigned property(ies). **We have been providing these services on an ongoing basis to the City and have successfully negotiated many acquisitions, leases, dispositions and assisted in many other advisory projects, and will continue to help provide the City with the most advantageous terms on all new transactions.**

A review and assessment of all City-owned vacant and/or underutilized property, its current use, and recommendations for the best use of the property, assessment of revenue potential recommendations and planning for expedited/streamlined disposition of that City-owned land; **We have previously provided a comprehensive Strategic Plan (attached as Appendix #1 ) and are committed to providing a new, refreshed plan at no cost to City.**

A Strategic Plan with summarized costs and potential revenue associated with the sale of each property; 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 and City criteria for earmarking affordable housing properties, the report shall identify all real property that is appropriate for use as affordable housing; **In addition to above, we have provided a comprehensive study of affordable housing status in City (see Appendix #4) and will continue to do so.**

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; **We are the leading Public Institutions team in the State of Florida and commit to a mid-year and year-end report which will provide City with best practices across the State.**

Process transactions with approval of the City and in accordance with applicable rules, regulations, ordinances, and the Charter of the City of Fort Lauderdale; **As an example, we worked diligently with City Attorney's office to streamline and codify the acquisition process for City purely as a non-compensated advisor and look forward to continuing this level of engagement and strategic advice (see Appendix #7).**

Compensation for work performed shall be performance based. Specifically, compensation shall be derived from the percentage of lease management and from the sales transaction proceeds. All sales commission is to be paid by the buyer. The Contractor shall include, in response, proposed lease cost percentage. **We have been operating under these guidelines for the past 4 years and will continue to do so. Please see Cost Proposal on page 37 for specifics.**

Provide quarterly 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; **We regularly provide current updates on opportunities, and will commit to a formal quarterly report.**

Manage all City leases with City as lessor, not inclusive of FXE leases, and all City license agreements. The Contractor shall be required to immediately report to the applicable City staff when the party in contract with the City is in violation of respective agreement; **We currently manage leases effectively and are recommitted to this effort with Brooke Berkowitz Mosier as the dedicated local resource to manage.**

## 4.2.2 Executive Summary

Handle marketing of properties for sale or lease; including providing updated and accurate listing information on the City's website; **We have successfully accomplished marketing properties on behalf of the City, see case studies starting on page 23.**

Include experts in: 1. Affordable Housing, 2. Commercial and Industrial Development, 3. Hospitality Industry, 4. Multi-family and Condominium Industry, 5. Marina Industry; **All industry specific experts on our team are local and accountable to the City of Fort Lauderdale, see organization chart on page 9 and Appendix #2 for complete team bios.**

Periodically, but no less than four times per year, and at mutually agreed upon dates, present to applicable staff the current state of the City of Fort Lauderdale real estate market. **We currently provide quarterly updates individually to each Commissioner/Mayor along with staff, coordinated by Nadia Martin of DSD, where we regularly have dozens of staff participate.**

Our 7+ year relationship as the City of Fort Lauderdale's real estate advisor positions Colliers uniquely to meet the City's needs. We have deep commitment, experience and knowledge of the services the City has outlined in the scope of work—because we have been providing them. Combining our existing partnership with the City of Fort Lauderdale with our deep local and regional understanding of market dynamics with a breadth of national and global expertise in commercial real estate brokerage services for public sector clients, allows us to provide an unparalleled level of service to the City of Fort Lauderdale. In addition to the City of Fort Lauderdale, the Fort Lauderdale based Colliers Public Institutions practice group, led by Ken & Brooke, experience includes more than 25 public entities across the State of Florida including the City of Oakland Park, Port Saint Lucie Public Schools, Pinellas County, the Broward Sheriff's Office, and the Fort Lauderdale Downtown Development Authority, to name a few. This depth of experience across the state allows us to apply proven public sector real estate best practices to ensure the City makes wise real estate decisions.

The South Florida based public institutions team that will continue to partner with the City of Fort Lauderdale is equipped with a prodigious team led by, **Ken Krasnow**, Vice Chairman of Institutional Investor Services, whose 30+ years of experience is best suited to the exciting challenges presented by the City. Our dedicated account resources include **Brooke Berkowitz Mosier** and research specialist **Verity Mosquera**, who are based out of the Fort Lauderdale office. Ken and Brooke have led the team and have been involved with the City for over seven years, and as dedicated account managers will continue to meet weekly with City Staff to provide updates on all issues and projects. As a fully-dedicated resource to the City, Brooke Berkowitz Mosier will continue to serve as Key Account Manager working closely with the full Colliers team to custom-tailor a set of integrated services selected from the firm's range of business lines. This approach allows Colliers to streamline communications and for the City to benefit from the most responsive, customized and nimble real estate solutions.

The locally based public institutions team is backed by the 118 year-old Colliers company, a full-service commercial real estate services firm with approximately 18,000 employees in more than 400 offices across 67 countries around the world. Serving real estate users, owners, investors, and developers; with consulting, corporate facilities, investment services, landlord and tenant representation, project management, urban planning, property and asset management, and valuation and advisory services, our local Colliers team is able to leverage the global expertise of professionals around the world. The Colliers platform focuses on specialized practices of **hotel, affordable housing, marina, hospitality, industrial, mixed-use, office, retail, and residential property sectors**. Three of our niche practice groups that the City of Fort Lauderdale expressed a need to continue working with are based nationally out of the State of Florida—marinas, affordable housing and hospitality—providing the City of Fort Lauderdale direct access to the highest levels of knowledge base and expertise possible to these critical needs of the City. In addition, Colliers utilizes best-in class marketing, research, GIS and operational resources that ensure the City of Fort Lauderdale has access to the information it needs and is represented at the highest levels in its materials.

At Colliers, we recognize that many real estate decisions require support that goes far beyond real estate economics. While solutions must be cost effective, it is essential that they support your vision, operations, and your people the best way possible. We have applied this integrated, grounded approach to many complex public sector portfolios, bringing economic rigor, and a deep understanding of the critical functions these facilities support. Our competitive pricing structure reflects this but still allows us to provide senior-level talent and outstanding services and resources to exceed the City's expectations.

The opportunity to continue partnering with the City of Fort Lauderdale is a top priority to us. Our diverse strengths allow us to provide a focused, creative, and disciplined approach to this partnership. We are focused on exceeding the level of premier services we have provided to the City of Fort Lauderdale and we are eager to continue in this role to help advance the City forward.

We will service this contract out of our Fort Lauderdale office.

Legal Name of Proposer	Colliers International Florida, LLC
Address of Proposers Principal Address	801 Brickell Ave, Suite 900, Miami, FL 33131
Address of Office Servicing Contract	200 E Broward Blvd, Suite 120, Fort Lauderdale, FL
Telephone Number	+1 954 652 4600
Name of Principal	Ryan Kratz, President Southeast United States
Email Address	Ryan.Kratz@colliers.com

## 4.2.3 Experience and Qualifications

Proposers shall be in the business of real estate and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers should have a minimum of 10 years experience collectively in the real estate market. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private and public sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- A. Proposer or principals shall have relevant experience in the Fort Lauderdale market area in marketing, leasing, acquiring and selling properties for owners with large portfolios. In addition, the proposer shall have familiarity with laws and practices applicable to public agency real estate matters.

### Colliers At A Glance Globally



### 2021 Statistics: South Florida



### Broward County Brokerage 2017-2021





## 4.2.3 Experience and Qualifications

### Local Community Involvement

Colliers approaches working with the City of Fort Lauderdale, not like a transactional broker, but a community partner. The City faces great challenges in its community that are not simply solved with a real estate transaction. We pride ourselves as being an active part of local community organizations that serve the City of Fort Lauderdale and the people within it. We encourage the City of Fort Lauderdale to reach out to your partner community organizations for more information on their experience with Colliers' impact on the community.

Jenni Morejon



Alan Cohen



Kathleen Cannon



Sheryl Wood



Dan Lindblade



Julie Medley



Bob Swindell



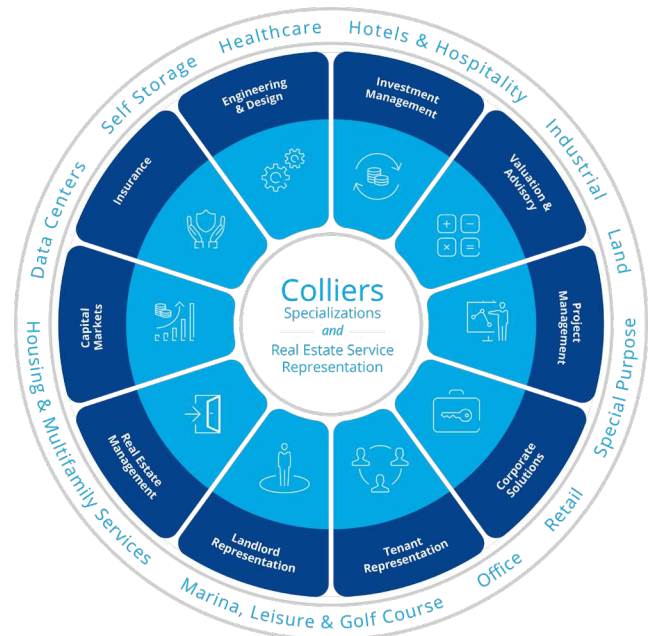
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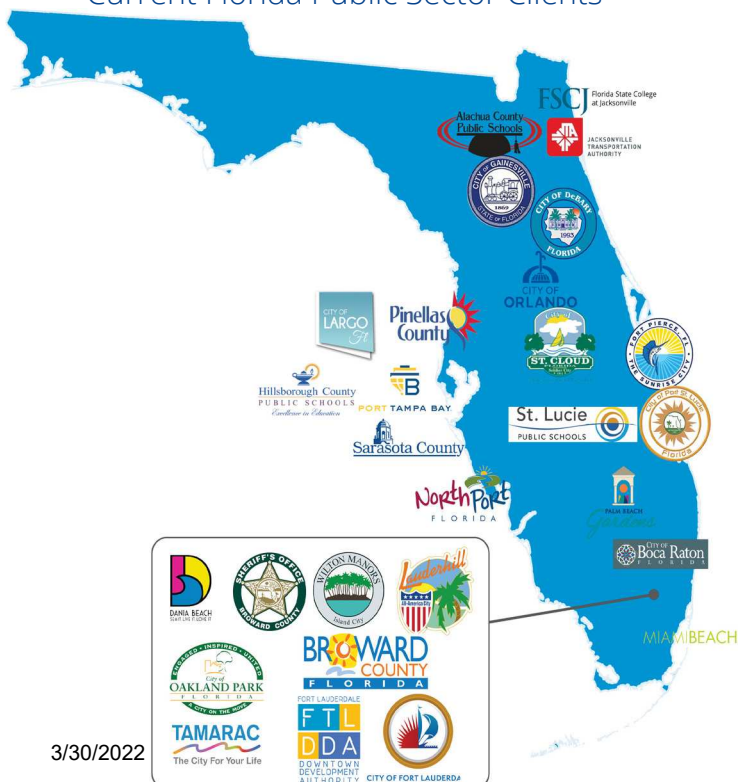
Jules Morgan



We think differently to produce innovative client outcomes, invested in delivering your success by focusing on service.



### Current Florida Public Sector Clients



### Specialized Experience in the Public Sector

We understand that the City of Fort Lauderdale seeks to leverage best practices in management of its portfolio. To yield the highest value and best deal execution Colliers offers the City of Fort Lauderdale, a team of professionals specializing in government-owned properties. The team, led by **Ken Krasnow**, accelerates clients' success by providing a deep understanding of factors associated with government-owned real estate, utilizing local market knowledge and leveraging Colliers' national presence. Our presence across the State of Florida gives us the ability to leverage experience and public sector trends that will benefit the City of Fort Lauderdale.

## 4.2.3 Experience and Qualifications

### Proven Public Sector Experience

**Fort Lauderdale Community Redevelopment Agency | 2017- Present** | Assist the CRA on strategic advisory services including GAP analysis identifying the “leakage” outside of the area and what retail stores were void within a 2, 3- and 5-mile radius.

**Sarasota County | 2018 – Present | Real Estate Advisor to County** | Colliers to perform a comprehensive Strategic Plan and Marketing Plan for Affordable Housing in Sarasota County. Once the Plan was completed, Colliers executed by marketing for sale the best potential sites for Affordable Housing.

**The City of Tamarac | 2018 - Present | Exclusive Real Estate Advisor to City** | Colliers works presents quarterly market updates to staff, assists with disposition of surplus assets, acquisition of assets, provides advisory services, and works on various economic development projects including highest and best use analysis for various properties within the City and recommendations to maximize value of City-owned properties.

**Fort Lauderdale Downtown Development Authority | 2016- Present** | As primary data providers to the Fort Lauderdale DDA, Colliers is responsible for preparing quarterly market updates to the DDA and an 4 annual publications highlighting Downtown Fort Lauderdale’s development, employment, livability, mobility, and demographic trends as well as important DDA initiatives.

**The City of Oakland Park | 2018- Present** | Exclusive Real Estate Advisor to the City, Comprehensive Market Overview of the City of Oakland Park, as well as provide ongoing real estate consulting services that includes quarterly market activity updates, monthly space availability and leasing reports, and project-specific brokerage services as needed.

**Broward Sheriff’s Office | 2017-Present** | Providing Exclusive Real Estate Advisor services including Tenant Representation.

**The City of Dania Beach | 2018- Present | Exclusive Real Estate Advisor to City** | Colliers was hired to develop a high-level program of requirements for a workspace planning for the eventual relocation to a new state-of-the-art City Hall and disposition of the current facility.

**City of Port St. Lucie | 2019- Present | Exclusive Real Estate Advisor** | Works with staff on disposing surplus assets and advisory services.

**St. Lucie Public Schools | 2018-Present | Real Estate Brokerage Services** | Responsible for marketing for sale surplus assets for disposition and advisory services to the District.

**City of Lauderhill | 2018- Present** | Works with staff on disposing surplus assets, providing market updates, valuation of assets and advisory services.

**The City of Wilton Manors | 2019- Present | Primary Data Providers** | Comprehensive Market Overview of the City of Wilton Manors, as well as provide ongoing real estate consulting services that includes quarterly market activity updates, monthly space availability and leasing reports.

### Your Colliers Local Resources

Our firm has assembled a senior-level, multi-disciplined team, located in the Colliers Fort Lauderdale office, that will provide the strategic guidance and services necessary to support the real estate and operational goals of City of Fort Lauderdale. Comprised of Brokerage professionals across various property types—**Office, Industrial, Retail, Hospitality, Multi-family, Marina and Affordable Housing**—the core transaction team will also have the added depth of experienced individuals in **Valuation, Research/Consulting, Marketing, Public Relations and Operations**. Full team member resumes may be found in Appendix #2.

Colliers Market Leader **Ken Krasnow** brings more than 30 years of acclaimed expertise in the commercial real estate industry and will be providing Executive Oversight to the account, including resource allocation, to ensure the City receives the highest quality real estate services. Acting as the City’s primary point of contact will be Key Account Manager **Brooke Berkowitz Mosier**, who has proven experience leading strategic accounts within the public sector, including work directly with the City of Fort Lauderdale. As a fully-dedicated staff to the City, the Key Account Resources work closely with the full Colliers team to custom-tailor a set of integrated services selected from the firm’s range of business lines. This approach allows Colliers to streamline communications and for the City to benefit from the most responsive, customized and nimble real estate solutions.

On the following page you will find a organizational chart of our partnership with the City of Fort Lauderdale.

## 4.2.3 Experience and Qualifications

### The Colliers & City of Fort Lauderdale Partnership



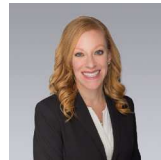
#### Executive Oversight/Single Point of Contact



**Ken Krasnow**

Vice Chairman, Institutional Investor Services  
Fort Lauderdale

#### Dedicated Account Manager



**Brooke Berkowitz Mosier**

Director, Account Lead  
Public Institutions  
Fort Lauderdale

#### Real Estate Brokerage

##### Office Specialists



**Jarred Goodstein**

Senior Director  
Fort Lauderdale



**Rod Loschiavo**

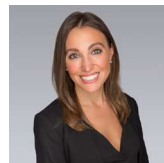
Executive Managing Director  
Fort Lauderdale

##### Retail Specialists



**Russ Bornstein**

Senior Director  
Boca Raton



**Maria Mainardi**

Senior Associate  
Fort Lauderdale

##### Industrial Specialists



**Steve Wasserman**

Executive Managing Director  
Fort Lauderdale



**Erin Byers**

Managing Director  
Miami

#### Specialty Practice Groups



**Rich Lillis\***

Executive Managing Director  
Hotel Specialist  
Boca Raton



**Gerard Yetming**

Executive Managing Director  
Multifamily Specialist  
Miami



**Kevin Morris\***

Senior Director  
Affordable Housing Specialist  
Fort Lauderdale



**Bastian Lagerbauer**

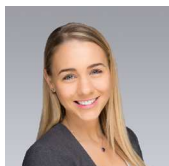
Director  
Capital Markets  
Fort Lauderdale



**Mark Putnum\***

Executive Managing Director  
Marina Specialist  
Tampa

#### Value-Add Resources



**Verity Mosquera**

Research & Consulting Manager  
Fort Lauderdale



**Kris Mitchell**

Marketing Manager  
Fort Lauderdale



**Trinh Quain**

Senior GIS Analyst  
Miami



**Liz McBride**

Senior Client Service  
Coordinator  
Boca Raton



**Dale Tavarez**

Operations Manager  
South Florida

## 4.2.3 Experience and Qualifications

B. Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

Acknowledged.

C. Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

Colliers does not have a record of judgments, pending lawsuits against the City or another governing entity.

D. Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

Acknowledged.

## 4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the City's Real Estate portfolio, and your overall approach to accomplishing the project.

The proposers shall:

- (a) Give an overview of the proposed vision, ideas, and methodology.

Colliers understands that the City seeks a qualified Real Estate Brokerage firm to provide professional services related to its portfolio of real property assets owned by the City of Fort Lauderdale and provide other support in meeting the City's real estate needs. The City is also looking for a firm with experience in managing large portfolios of properties and familiarity conducting real estate services within the Fort Lauderdale market, and more specifically, the team of individuals assigned to the project are preferred to have a background conducting business with public agencies.

The Colliers team not only proposes to service this contract directly out of the Fort Lauderdale office, but the team has first-hand experience managing large portfolio's of properties, including the City of Fort Lauderdale's assets, and has built one of the most dominant, leading public institutions real estate teams in the State of Florida.

The Colliers team provides real estate services that advance the City of Fort Lauderdale's **Fast Forward Fort Lauderdale: Vision 2035**. Since 2013 when the City Commission adopted the City's Vision Plan for 2035, Colliers has followed the five-year progress strategic plans to achieve this vision and adopted the City's priorities in to its day-to-day activities with the same **VISION**, to build community and make Fort Lauderdale "the City you never want to leave".

Furthermore, Colliers embraces the same **VALUES** and serves the City with **integrity**, honesty and tenacity in the face of both opportunities and challenges. We serve with **compassion** by listening to the needs of the City and ensuring a sound understanding so that our team can work with grace, acceptance and complete transparency. We provide the utmost **accountability** for our work and provide weekly updates to the City on all ongoing services; we take full ownership and responsibility for the output of the Colliers team. We believe that through **respect** for each other's ideas, we are able to draw upon the best and unique ideas of all players, fostering collaboration and innovation. Lastly, we strive for **excellence** in everything we do while also continuing to learn and improve upon our services every day.

Our hands-on approach working with the City of Fort Lauderdale over the past three years at Colliers has led us to be the City's staff resource for all things real estate. Staff and Commissioners know that we are available at all times to help them solve problems, attend Homeowners Association meetings, participate in Commission meetings and are ready to dive into any project that comes our way often without any compensation. We provide these services for free where others would not because they are an extension of our **compassion** and **respect**, and this is a reflection of our **integrity** and **accountability** to the City and it's people.

To meet the City's project objectives, Colliers proposes to update and execute a Strategic Plan that maximizes revenue generation to the City while striving to reduce operating costs through the following brokerage services:

### Real Estate Brokerage Services, including Planning and Executing City Acquisitions

- Colliers advises the City in matters regarding, but not limited to, the lease, acquisition, disposition, request for proposals, letters of intent, offers, counteroffers, discussions, and issues pertaining to the purchase/sale/lease of the assigned property(ies). We have been providing these services on an ongoing basis to the City and have successfully negotiated many acquisitions, leases, dispositions and assisted in many projects, and will continue to help provide the City with the most advantageous terms on all new transactions.
- Colliers processes transactions with approval of the City and in accordance with applicable rules, regulations, ordinances, and the Charter of the City of Fort Lauderdale. As an example, we worked diligently with City Attorney's office to streamline and codify the acquisition process for City purely as a non-compensated advisor and look forward to continuing this level of engagement and strategic advice.
- See Approach to Disposition Strategies on page 21 and Acquisition Strategies on page 22.



## 4.2.4 Approach to Scope of Work

### Lease Management of City-Owned Properties

- Colliers manages all City leases with City as lessor, not inclusive of FXE leases, and all City license agreements. Colliers also immediately reports to the applicable City staff when the party in contract with the City is in violation of their respective agreement. We currently manage leases effectively and are recommitted to this effort with Brooke Berkowitz Mosier as the local resource to manage. **See Appendix #7 for recent lease administration report.**
- Colliers identifies 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. We are the leading Public Institutions team in the State of Florida and commit to a mid-year and year-end report which will provide the City with best practices across the State.
- Compensation for work performed shall be performance based. Specifically, compensation shall be derived from the percentage of lease management. We have been operating under these guidelines for the past 4 years and will continue to do so.

### Niche Sector Level Expertise

- Colliers offers niche real estate experts in the key sectors the City is honed in on; these are 1. Affordable Housing, 2. Office, Commercial and Industrial Development, 3. Hospitality Industry, 4. Multi-family and Condominium Industry, 5. Marina Industry, among many other niche industries. All industry specific experts on our team are local and accountable to the City of Fort Lauderdale, see organization chart on page 9 and Appendix #2 for complete team bios and **Affordable Housing Study**.

### Marketing Materials and Listing Services, As Requested

- Colliers handles marketing of properties for sale and/or lease; including providing updated and accurate listing information on the City's website. We have successfully accomplished marketing properties on behalf of the City, **see case studies starting on page 23.**
- Our marketing team works like a creative agency. Partnering with the City of Fort Lauderdale, our team will help determine the right branding, as well as create an integrated marketing plan that reflects the City of Fort Lauderdale's message and vision for the property during disposition. See samples of our creative marketing materials on page 20.

### Update to the Real Estate Strategic Plan

- Colliers will update the Real Estate Strategic Plan for the City of Fort Lauderdale, free of charge. The plan intended to provide a current analysis of the City's real estate portfolio identifying the core strengths, weaknesses, opportunities and threats for identified priority projects. This updated Strategic Plan will serve the City of Fort Lauderdale as a real estate roadmap today and into the future. Extensive interviews have already been conducted with City stakeholders. This Strategic Plan is aligned with the interests, opinions and real estate goals of city staff, management, various departments, City Commissioners, the community, as well as the expert opinion provided by Colliers real estate professionals. The Strategic Plan plays a critical and important role in guiding strategic decision-making and advancing the real estate interests and vision of the City today and the needs of the City in the future.
- The Strategic Plan summarizes costs and potential revenue associated with the sale of each property; identifies 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 and City criteria for earmarking affordable housing properties, the report shall identify all real property that is appropriate for use as affordable housing. In addition to above, we have provided a comprehensive study of affordable housing status in the City, see Appendix #1, and will continue to do so.
- Additionally, a review and assessment of all City-owned vacant and/or underutilized property, its current use, and recommendations for the best use of the property, assessment of revenue potential recommendations and planning for expedited/streamlined disposition of that City-owned land.

## 4.2.4 Approach to Scope of Work

### Provide Inventory and Assessment Report of all City-Owned Property

- Colliers will provide updated reports of all identified City-owned, surplus and under-utilized sites, including escheated properties; and 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. Colliers regularly provides current updates on opportunities, but will commit to a more formal quarterly report.

### Provide an Annual Inventory Report of Affordable Housing Units within the City

- As part of our research services and collaboration with the City, Colliers has conducted annual affordable housing studies to help the City demonstrate it meets the threshold for the percentage of affordable housing units within the City; among other projects. This inventory of affordable housing units will be continued annually, as needed by the City, free of charge.

### Present to City Staff and/or Commission regarding Real Estate Market and attend meetings and/or public hearings with City staff

- Periodically, but no less than four times per year, and at mutually agreed upon dates, Colliers presents to applicable staff the current state of the City of Fort Lauderdale real estate market. We currently provide quarterly updates individually to each Commissioner/Mayor along with staff, coordinated by Nadia Martin of DSD, where we regularly have dozens of staff participate.

### Provide quarterly reports on available properties for office, commercial, industrial and retail spaces within the City with market rental rates

- Colliers also tracks available properties for commercial, industrial and retail space for lease and sale in the City. On a quarterly basis, these can be made available to the City in the form of a report that can be utilized to inform staff, commissioner and local businesses. As the City's trusted partner, we can provide any real estate metrics needed on an as-needed basis, including market rental rates. We currently provide these type of reports and services for clients such as the City of Oakland Park and City of Wilton Manors. Colliers also provides similar quarterly market reports to the Fort Lauderdale Downtown Development Agency and an annual state of the market report to the City of Oakland Park.

### Provide Broker Opinion of Value and Market Analysis, as needed

- Our commitment to high-end client service, coupled with Colliers International's unparalleled market intelligence and resources continues to differentiate us as the firm of choice in the real estate industry. With its unique and expanding platform, Colliers provides a full range of expertise across all commercial property types and has experience on working on appraisals tailored to the unique features of government-leased properties. Our professionals share a commitment to deliver the highest level of service and the best client experience possible. We go the extra mile to deliver results, whether this means meeting a tight deadline, working with a complex and challenging property or delivering consistent results when valuing nationwide portfolios. An example of how a Broker Opinion of Value, provided at no additional charge, was instrumental in helping to determine value for key strategic projects such as ArtsPark/One Stop Shop (see Appendix #9 to view full sample Broker Opinion of Value).

## 4.2.4 Approach to Scope of Work

Colliers proposed the following approach to the Scope of Work following the week-by-week steps outlined below to ensure progress and accountability to meeting the City's objectives.

The following pages provide a simple detailed timeline we would follow when meeting a client to prepare a strategic plan.

### Week 1 | Kick-Off Session:

- Meet with the City to discuss existing strategy and confirm goals for revising the strategy.
- Review Colliers proposed scope of work and schedule, making adjustments where the City deems necessary.
- Introduce Colliers experts assigned to the project and respective roles and responsibilities.
- Identify point of contact and appropriate communication channels.
- Agree upon project deliverables.

### Week 2-4 | Due Diligence for Strategic Plan:

- Take an inventory of all City-owned and controlled property and identify current uses.
- Collect and collate appropriate documents and data necessary to complete the strategic plan, including but not limited to; a list of assets, operating statements, operating agreements, assessments, lease agreements, letters of interest (LOI), contracts, any other laws, policies or City- preferences that limit the lease or sale of City-owned assets.
- Meet with City departments and other internal and external stakeholders to ensure thorough understanding of City portfolio and assemble any missing pertinent information.

### Week 5-12 | Strategic Plan and Valuation:

- Review, assess and map all City-owned and controlled property, identifying the current use of each asset and detecting the vacant and underutilized surplus assets. Colliers will provide the City with access to GIS mapping software storing real-time information on City-owned properties.
- Identify all real property that is appropriate for use as affordable housing, in accordance with Florida Statute 166.0451.
- Evaluate the underutilized or surplus assets which present an opportunity, with the following considerations:
  - Current use and potential/proposed use of asset
  - Financials (debt, operating costs, maintenance costs)
  - Condition of asset and deferred capital improvements
  - Current and projected market conditions (lease rates, sales prices, investment activity, supply, demand)
  - Legal or political encumbrances and/or preferences.
- Provide short- and long-term recommendations to the City on the highest and best-use of City- owned vacant and underutilized assets, including an assessment of costs and revenue potential through sale or lease of each property.
- The recommendations for sale and/or lease will be rank ordered, prioritizing those that further the City's goal of revenue generation in the shortest period of time.
- Outline a marketing plan for the expedited/streamlined disposition of the identified City-owned assets.

### Week 12-15 | Delivery of Strategic Plan

- Present draft Strategic Plan report and meet with the City to review.
- Collect feedback from City staff and reflect comments and changes in the final report.
- Deliver final report no later than one hundred and eighty (180) days post commencement of the contract.
- Meet with the City to discuss and commence action on the final recommendations in the Strategic Plan.

### Week 15 Onwards | Marketing and Execution of the Strategic Plan

- Valuation and Advisory Services:
  - > Prepare and present quarterly updated reports of all identified City-owned surplus and under- utilized sites, including escheated properties.
  - > 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.
  - > Present a quarterly market update to City staff highlighting local real estate trends and forecasts on the City of Fort Lauderdale real estate market.
  - > Application of "best practices" acquired through public sector real estate portfolio management and transaction experience.

## 4.2.4 Approach to Scope of Work

### (b) Detail the firm's experience and knowledge of real estate.

Colliers understands that the City seeks a qualified, experienced and licensed Real Estate Brokerage firm to provide professional services related to its portfolio of real property assets owned by the City of Fort Lauderdale.

Colliers has a proven track record of providing quality, reliable Commercial Real Estate Broker Services representing the owners interest in disposition strategy; among other commercial real estate related services described herein. We also offer a wide range of value-add products and services related to market research, valuations, strategic planning and property marketing, from the straightforward (signage, advertising, flyer's) to the sophisticated (positioning campaigns, tours, websites). We have summarized our unique qualifications and key areas of expertise below to demonstrate the strength of our services and how these align to the needs of the City of Fort Lauderdale.

One way to describe our services simply is: We analyze and optimize. We partner with the City to first fully understand the goals and operational drivers and then deliver customized real estate advisory and services in the shared pursuit of these goals. In our response, we have endeavored to illustrate the dedicated team and process-driven disciplines that will guide our understanding, accountability and results every step of the way.

City of Fort Lauderdale will be serviced by a team of professionals concentrated in the South Florida Region with deep roots and ties in the community and backed by the large-scale resources, integrated platform, relevant multi-market experience and the footprint of a global leader.

### Colliers Practice Groups

Our team consists of professionals from various Colliers Practice Groups such as the Colliers' Florida Public Institutions Solutions Team, Hospitality, Investment Services, Retail, Office, Multi-Family, Affordable Housing Group and Marina Group locally, nationally and internationally. Our team will leverage the Colliers practice groups to provide an unmatched level of resources and expertise to the City of Fort Lauderdale.



**Colliers' Affordable Housing Group** is regarded as one of the industry's leading HUD, LIHTC, and Affordable multifamily investment groups in this highly specialized asset class and will apply this expertise to our work with the City. Our team has extensive hands-on experience in the sale of LIHTC and multifamily properties with Project Based Section 8, HUD Insured debt, state agency financed and value-add subsidies. Our **Affordable Housing Group** has worked with the City to successfully market a city-owned property, 221 Sistrunk Boulevard, for affordable housing. It is currently under contract with Green Mills Group.



**Marina & Leisure Property Advisors** build value-add partnerships with our clients. We provide unique insight, strategic solutions and timely advice throughout the ownership cycle to enable our clients to anticipate opportunities and make informed strategic decisions at the right time. Whether executing acquisition, disposition, market repositioning or recapitalization, our brokerage professionals deliver unmatched market execution to align and improve our clients' real estate with their overall business performance and objectives. **This team** has been providing advisory services to the City on the Bahia Mar project and will continue to do so.



**Colliers Hotels** specialists offer transaction services to the lodging investment community. We take great pride in advising investors across all hotel and resort asset classes and markets. Colliers' unsurpassed lodging savvy and exceptional commitment and focus lead to highly successful transactions that exceed our clients' high expectations.

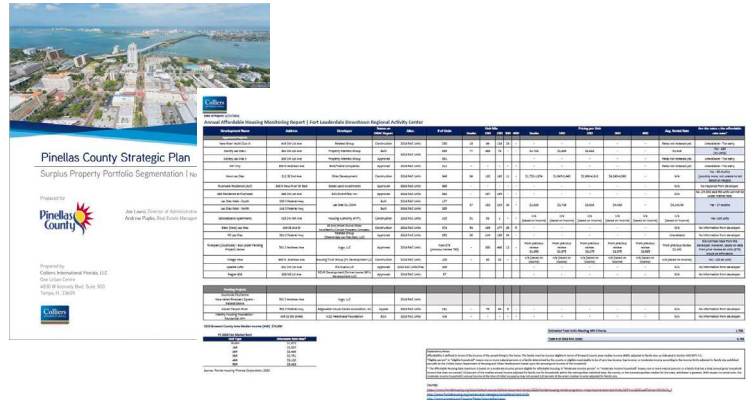
## 4.2.4 Approach to Scope of Work



### Research and Consulting Services

The local research team provides timely, reliable data critical to making effective and well-informed real estate decisions. We consider our primary market research a competitive advantage, providing clients with data, analysis and consultation on industry trends, comparable lease and sales transactions, and economic data critical to making effective real estate decisions. Colliers Research also maintains an extensive tenant database identifying industry, location, square footage occupied, and lease expiration dates. Stacking plans and building skylines are regularly produced to illustrate the location and lease expiration of tenants in select buildings. Additional analytic tools track tenant demand and lease activity on a real-time basis. Consulting Services include:

- Strategic Real Estate Planning
- Feasibility Studies
- Community Surveys
- Asset Evaluations/Highest-and-Best Use Studies
- Due Diligence Reports
- Market Studies
- State of the Market Reports
- Financial Analyses



### Marketing Services

With an in-house creative services team spearheaded by project team member, Kristopher Mitchell, the Colliers team will work with the City to develop customized, compelling collateral in support of any disposition or leasing plans agreed to with the board. With the primary goal to build smart awareness and educate through tailored marketing, the team may utilize a range of marketing tools, including but not limited to:

- County-wide State of the Market Reports
- Market Snapshot Briefs and Flyers
- Offering Memorandum
- Property Brochures
- Mapping
- Signage
- E-mail Marketing
- Social Media Campaign



### Valuation Services

Real estate appraisals play a pivotal role in today's business climate. Colliers Valuation & Advisory Services' reports are designed to deliver insight into a property's fundamentals, its competition and the overall market dynamics affecting value. Our commitment to high-end client service, coupled with Colliers unparalleled market intelligence and resources continues to differentiate us as the firm of choice in the real estate industry. With its unique and expanding platform, Colliers provides a full range of expertise across all commercial property types and has experience on working on appraisals tailored to the unique features of government-leased properties. Our professionals share a commitment to deliver the highest level of service and the best client experience possible. All our appraisals are evaluated and approved by an experienced review team to ensure our clients receive clear, concise, and timely appraisals. Because we recognize that superior technology is not enough, our managers and professionals stand committed to our clients' success and will go the extra mile to provide exceptional customer service.

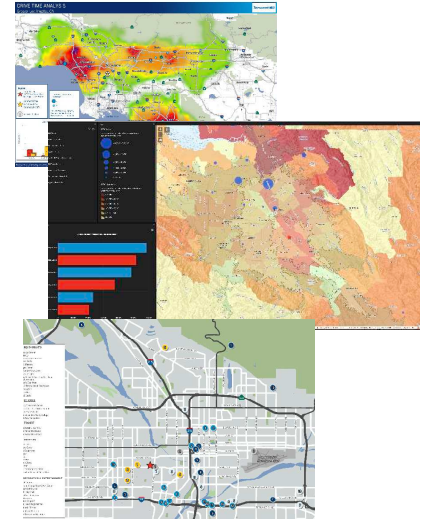


## 4.2.4 Approach to Scope of Work



### GIS Capabilities

Colliers offers full-service geographic consulting and mapping, including tailored analysis for clients as they develop their portfolio strategies. We provide cartographic, demographic, and analytic products and services. Our deliverables vary from simple aesthetic maps to complex geographic analysis and site selection packages. Our demographic analysis provides answers to complex questions and adds tangible value to real estate transactions. Our goal is to provide the highest level of innovative GIS products and solutions with a strong focus on customer service and consultation.



### Workplace Advisory

A specialized team of more than 75 consultants globally, advising clients and implementing innovations in workplace design.

- Change management expertise and implementation
- Data collection & feasibility studies
- Metrics-driven advisory, driving talent attraction and retention
- Solutions that complement the business strategy, increase employee engagement and productivity and reduce costs



### Public Relations

Our in-house Communications staff has developed an array of strategic media initiatives to maximize smart exposure and coverage on behalf of our clients. As a trusted partner, we promote the success of the City of Fort Lauderdale through thoughtful communication that reflects the vision, goals and full approval of the City.

#### SOUTH FLORIDA BUSINESS JOURNAL

#### Fort Lauderdale sells property to developer for \$14M

SUBSCRIBER CONTENT: May 23, 2018, 6:18am EDT

Liberty Property Trust acquired a 28-acre industrial development site in Dania Beach from the City of Fort Lauderdale for \$13.9 million.

#### Fort Lauderdale sees redevelopment ideas for downtown garage

August 19th, 11:44am EDT  
Subscriber Only Article Preview | For full site access: Subscribe Now

One of the largest sites in the business district of downtown Fort Lauderdale is a parking garage and the city is seeking a developer to reimagine much of that space. The city-owned garage at 155 S.E. 2nd St. is a parker's paradise with 2,148 spaces and a helipad on the roof. With 8,280 square feet of retail, it doesn't generate much economic activity for a site spanning 3 acres. The city recently hired Bradley Arendt, Mike Martingale and Brooke Berkowitz of Colliers International South Florida Urban Core division to market the entire 82,840-square-foot ground floor of Riverwalk Center to developers.

In addition to marketing the current retail space, the developer could add more retail or commercial space onto the first floor of the parking garage and use public space for event programming, Colliers said.

A call for offers for the project will be held Oct. 16, which applicants expected to submit renderings, development timelines, and their past experience. Colliers will review and rank the proposals, then make a recommendation to the city manager. Once a lease agreement is negotiated with the city, it must be approved by the city commission.

"This is a once-in-a-generation opportunity to shape a piece of the future of Downtown Fort Lauderdale," Arendt said. "There are more than 3,000 residential units under construction within blocks of the property, creating an immediate audience for any new retail or commercial development at Riverwalk Center."



One of the largest sites in the business district of downtown Fort Lauderdale is a parking garage and the city is seeking a developer to reimagine much of that space. (Courtesy, Colliers International)

#### Fort Lauderdale sells 28 acres in Dania Beach for \$13.9M as part of land disposal program



Aerial view of Fort Lauderdale land sold at 4030 State Road 7, Dania Beach (Courtesy, Colliers International) (Colliers International)

By David Lyons  
Sun Sentinel

MAY 23, 2018, 12:30 PM | FORT LAUDERDALE

SunSentinel

#### SOUTH FLORIDA BUSINESS JOURNAL

Colliers International Florida recently closed on two acquisitions for the City of Fort Lauderdale. The city purchased a 3,133-square-foot office building on a 0.3-acre lot at 507 S.E. 11th Court for \$1.15 million, and a 81,412-square-foot waterfront property at 1016 Waverly Road for \$2.54 million. [www.colliers.com](http://www.colliers.com).

## 4.2.4 Approach to Scope of Work



### Lease Administration & Document Management

Colliers has served as the City of Fort Lauderdale's lease administrators for over three successful years. Brooke Berkowitz Mosier, the City's local dedicated resource has been working with staff and has secured relationships with tenants to ensure rent is paid in a timely manner. We have been utilizing Yardi Voyager as the City's lease database. Yardi is a comprehensive system for real estate operators with unique and dynamic requirements. It creates a fully integrated central database of all property types—from multifamily properties to shopping malls and airports—with the ability to add advanced services, run exactly the reports you need and leverage big data. We know the leases, history and relationships of each tenant leasing from the City of Fort Lauderdale. Our established real estate database of City-owned and leased systems streamlined the City of Fort Lauderdale's accounting procedures. With the uncertainty and the fluidity of the COVID-19 crisis and its economic effects globally, this year has been especially tough on landlords and tenants. We are equip to work with tenants on these issues and advise our clients on best practices from what other public institutions around the country are doing. The process of maintaining and tracking lease related documents is vital to our on-going success of the status of every tenant.

Colliers' detail-oriented staff is highly-experienced in lease administration processes, which include the following on-going services:

- We will continue to have all new lease and lease related documents abstracted into the database by our Lease Abstractors.
- Colliers has file maintenance procedures in effect and will maintain the lease files in an organized and standardized format. This process includes retention of historic data regarding lease issues, as well as CAM and tax reconciliation matters (this is crucial in the recovery process).
- Colliers tracks all incoming lease documents by utilizing a document log which ensures that all documents are input and/or processed in a timely manner.
- Colliers will scan, after logging, any legal documents received and post to the database/website within seven business days of receipt.
- Reports - Colliers is experienced in reporting processes and can distribute any number or form of the following reports on a recurring basis:
  - > Lease Payment Schedule (early and regular schedules)
  - > Square Footage Report
  - > Rent Roll Summary – Portfolio wide
  - > Landlord Listing
  - > Expiration Reports
  - > Abstracts – Detail or summary listing of pertinent lease data by property (see Appendix #7)
- For ongoing maintenance, Colliers has a dedicated team responsible for ensuring that portfolio information is continuously updated and that established processes are followed. Moreover, the account team ensures that all critical lease dates are evaluated in a timely fashion and that staff is alerted to take appropriate action.
- Our enterprising platform allows us to develop custom-designed solutions to meet the City's business and real estate needs while adhering to the standardized processes demanded by applicable regulatory and statutory guidelines. As part of our efforts with the City of Fort Lauderdale, we have modified the system to meet the needs of staff requested.
- Collier's utilization of the Yardi system allows City staff direct access in real time to accounting information on all tenant leases. We are committed to having on-going training with City staff to increase the productivity and workflows for the City.

## 4.2.4 Approach to Scope of Work

(c) List examples of marketing strategies previously used for Government properties for sale or lease and detail the outcomes.

As we have done in the past with the City of Fort Lauderdale, once we have agreed upon the Strategic Plan and identified the assets for lease and/or disposition with asking prices and underwriting, our marketing department will draft best in class marketing materials, starting with a brochure and full offering memorandum for the City to review and approve. Colliers will maintain and update accurate listing information on the City's website.

We are fully prepared to run a comprehensive marketing campaign targeting our owner/user, tenant, private equity and family office database with a focus on value-add, owner/ user opportunities. We will distribute the project's information internally through the Colliers International network and our proprietary database via email and phone campaign.

We have a proven track record of working with our Government clients, procurement departments and adhering to Sunshine Laws to ensure our marketing campaign aligns with the City's charter and governing documents. The case studies outlined on page 23 will show examples where we have been successful marketing for sale and closing on Government properties. We have successfully marketed properties while following the City's sealed bid process. We will post our marketing on Bidsync as required by the client as well as distribute the pertinent listing information and promote the property through conventional channels of CoStar, Loopnet, CREXi and more. There are additional key elements that we feel will help position this project in the correct way, maximizing its potential.

### Custom Marketing Materials

Our marketing team works like a creative agency. Partnering with the Colliers agency team and our marketing team will help determine the right branding, along with creating an integrated marketing plan that reflects Ownership's message and vision for each Project.

### Our Professional Network

In addition to our international network, our **South Florida Team** has solid relationships with commercial real estate professionals and investors, to be leveraged increasing additional exposure to this project.

### Collaboration with Local Governments

We will collaborate with the Fort Lauderdale DDA, **Greater Fort Lauderdale Alliance**, Fort Lauderdale Chamber of Commerce to ensure they are also aware of this opportunity to further increase exposure.

### Industry Events

We will attend local events to promote each opportunity, this will include participation in local and national trade shows, conferences and organizations within the South Florida market. We will attend industry events, such as NAIOP and SFOBA (South Florida Brokers Association) meetings to network and maximize exposure of this project.

### Reporting & Communication

Ultimately, it is Colliers' goal to not only fulfill the terms of any contractual assignment, but to exceed the client's expectations throughout the engagement. Through considerable experience, we have learned the importance of effective communications with our clients throughout the engagement. As part of our reporting process, we will:

- Schedule weekly updates to discuss prospect activity
- Deliver monthly activity reports
- Deliver Client Updates, market intel and insights combined with a complete overview of marketing efforts

## 4.2.4 Approach to Scope of Work

### Marketing Services

Our marketing team works like a creative agency. Partnering with the City of Fort Lauderdale, our team will help determine the right branding, as well as create an integrated marketing plan that reflects the City of Fort Lauderdale message and vision for the property during disposition.



#### Unique Mailers

Complete brand identity with customized mailers that wow key prospects.

#### Custom Brochure

Tell future tenants a story about how the property will further their business goals.



#### Property Video

Highlight key benefits to help future tenants understand how their business can thrive by highlighting key building & surrounding area amenities.

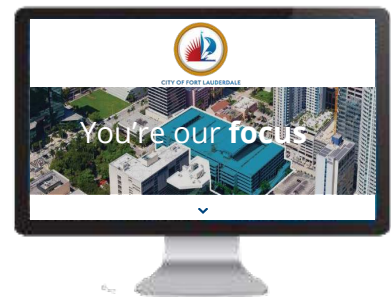


#### Digital Advertising

Get positioned online by actively-looking prospects in the market.

#### Interactive Plans

Create a 3D floorplan digital experience for vacant spaces, accessible for any device.



#### Custom Property Website

A digital home for potential tenants to learn about the space offerings.



#### Virtual Tours

Showcase your vacant space utilizing immersive 3D media.

## 4.2.4 Approach to Scope of Work

### Disposition Strategies

Below is a sample timeline for the disposition of surplus property. Throughout the process, we will provide written update reports, advising on the status of the marketing and sale process.





## 4.2.4 Approach to Scope of Work

### Acquisition Strategies

Typical off-market acquisition process  
deployed for Park Bond Acquisition  
Program



CITY OF FORT LAUDERDALE



### Our Proven Process Means Our Client's Success

The approach we have outlined in the above has been tried and proven successful multiple times. For each new listing for disposition services or acquisition assignment, we meet with our clients to formulate a custom approach to meet their goals, timelines and expectations. The following case studies will show examples where we have been successful marketing for sale and closing on Government properties.

## 4.2.4 Approach to Scope of Work



### Client:



City of Fort Lauderdale

### Property

4030 S State Road 7  
Dania Beach, FL

### Statistics

28 Acre Development Site  
\$13,226,000 Appraised Value  
\$14,250,000 Sale Price

### Services Provided

- Investment Sales
- Strategic Portfolio Planning



# Success Story

## Disposition of Former Compost Site Above Appraised Value in Dania Beach

### Mandate

The City of Fort Lauderdale recognized the ongoing opportunity to optimize its real estate portfolio and in 2017, selected Colliers South Florida as its preferred real estate partner to efficiently manage the City's assets. As part of Colliers' mandate to dispose of surplus properties and align the City's real estate footprint with current and future business objectives, the team identified a site in Dania Beach that was suited for disposition. The 28-acre site once served as a composting site and was located outside of City limits. While it was currently being used by the City's Public Works Department, the site was underutilized and funds from the site could be directed toward more relevant expenditures.

### Challenges and Services

Once a third-party appraisal valued the property at \$13.2 million, the Colliers team was set to launch the marketing phase for the competitive bid process. There were some existing encumbrances on the site that made the marketing to prospective bidders a bit more challenging - the lack of environmental reporting for the site of a former composting plant, a 230' easement that prohibited construction under FPL power lines and a four-acre portion of the site considered wetlands, and therefore protected. In addition, the sale had to follow the municipal guidelines for a sealed bid

process, which also mandated a certified or cashier check for 10% of the cost be presented with each bid, creating a hurdle for smaller bidders.

In advance of the bid deadline, the Colliers team leveraged the site's key geographic location—minutes from Interstate 595, Interstate 95 and Florida's Turnpike - to coordinate a blend of traditional, relationship based outreach to targeted industrial users.

### Results

Following a rigorous marketing process by the Colliers team, the City received five bids by the December 14 bid deadline - three of which exceeded the appraised value. Successful bidder Liberty Property Trust plans to build a 260,000 square foot industrial/distribution facility on the site, adding an in-demand property type to the tight South Florida market.

Proceeds from the \$14.25M sale will enable the City to redirect funds toward an emergency medical services station, seawall repairs and the Fort Lauderdale Aquatic Center, ultimately generating greater value for the citizens and stakeholders in the City of Fort Lauderdale.

## 4.2.4 Approach to Scope of Work



Client:



### Statistics

- 143 Acres development site
- \$4.5 Million approximate value

### Services Provided

- Marketing package
- Managing the bid process
- Qualifying buyer

# Success Story

City of St. Cloud DSD Board Land Disposition

### Challenge

The City of St. Cloud, FL sought to develop land for a mixed-use project. In 2019, the City of St. Cloud DSD Board hired Colliers as its real estate partner to market for sale an approximately 143 acre property comprised of four parcels and located on the south side of the City of St Cloud between Canoe Creek Rd and Budinger Avenue, near existing retail, office, medical, community center, sports center, and public schools.

### Challenge & Services

There is approximately 143 acres of Dependent Special District (DSD) land and another 4.92 acres of city owned property, zoned for Mixed-Use and with utilities available to the site. After the Colliers team understood the City's vision for this mixed use project, the focus shifted to the marketing efforts on fulfilling the City's desires. The Colliers team engaged the marketing machine with the goal of bringing the highest and best offers and terms outlined in a concise offer comparison matrix, to aid in the decision making process. Their efforts frothed up the market generating 9 offers from qualified buyers.

### Results

After review of all offers, the team put the competitive bid process in action with a goal of increasing all offers to the final highest and best offer. After much discussion, the DSD board members selected the best and most probable to close buyer.



## 4.2.4 Approach to Scope of Work



City of Fort Lauderdale



### Statistics

- 25 acre development site
- \$62.4 million total Ground Lease Value
- \$38 million industrial lease value
- 500 jobs created

### Services Provided

- Marketing package
- Managing the bid process
- Qualifying buyer
- Industrial leasing expertise
- Input on current market conditions
- Strategic Portfolio Planning

## Success Story

Long Term Ground Lease of Land at Fort Lauderdale Executive Airport (FXE)  
Bringing 500 Jobs to The Area

### Challenge

The City of Fort Lauderdale had several vacant non-aeronautical parcels available for development. For years they had tried to market these properties on their own without any luck. In accordance with the City Charter, public bid is not required of Airport properties. In an effort to maximize the number of proposals submitted and make sure the process was fair, City staff coordinated with the Colliers team to prepare a solicitation for competitive bid on Parcels B, C, D.

### Challenge & Services

The City had previously put these parcels out for bid on their own but did not receive bids on all parcels. Because the property is part of the airport, we had to adhere to both FAA guidelines, in addition to the City's charter.

In order to be in compliance with FAA, offers could be at no less than appraised value, the maximum term the City would entertain was a 50-year lease, the City would not provide any rent concessions and the tenant was responsible for all development on the site. All of these restrictions made for a difficult mandate.

Colliers took the parcels to market adhering to all the guidelines outlined by FAA and the City.

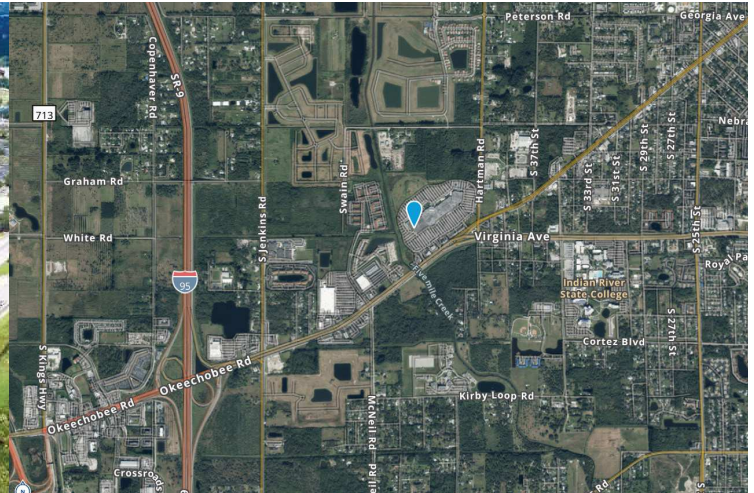
In advance of the bid deadline, the Colliers team leveraged our global platform and the site's key geographic location - minutes from Interstate 95 and Florida's Turnpike - to coordinate a blend of traditional, relationship-based outreach to targeted industrial users and developers.

### Results

Following a rigorous marketing process by the Colliers team, the City received three bids by the deadline - all of which exceeded the appraised value. Using Colliers global network of resources we were able to bring the winning bidder from a Chicago based company, looking to grow in South Florida. Successful bidder, First Industrial Realty Trust, plans to build three buildings totaling 377,060 square feet of class A industrial/distribution facility on the site, adding an in-demand property type to the tight South Florida market.

Colliers was retained to lease the new ground up development by First Industrial Realty, and marketed the property nationwide. Colliers was able to secure a full-complex (377k) long-term lease to a national e-commerce with an estimated lease value of \$38 million that will create 500 jobs in the area.

## 4.2.4 Approach to Scope of Work



### Statistics

141,894 SF of Building  
11.93 AC of Land  
Sold for \$3,250,000

### Services Provided

- Valuation
- Marketing
- Investment Sales



colliers.com

# Success Story

St. Lucie Public Schools | Disposition of Surplus Property

## Challenge

Saint Lucie Public Schools owns a 141,894 square foot building at 4204 Okeechobee Road in the City of Fort Pierce that served as its administrative headquarters since it purchased the property in 2001. After building a new state-of-the-art facility, Saint Lucie Public Schools deemed the property surplus. In May of 2019, Saint Lucie Public Schools issued a Request for Proposals for real estate brokerage services for acquisition and the specific need to dispose of 4204 Okeechobee Road. In October of 2019, Saint Lucie Public Schools selected Colliers International for brokerage real estate services with the goal of the disposition of 4204 Okeechobee Road.

## Strategy

The 141,894 square foot property was originally built in 1984 as an enclosed mall. As demand for the mall declined, the property was repurposed as administrative space. Knowing that demand for a large-

scale office in Fort Pierce was limited, the Colliers team decided to market the opportunity to a wide spectrum of potential buyers. The additional challenges of known flood mitigation issues and the attachment of the property to the Orange Blossom Business Center would require a creative buyer to create a vision to the project. Colliers pursued an aggressive marketing campaign, targeting both Owner/Users as well as opportunistic Investors/Developers with a long-term vision for the asset.

## Results

Following a rigorous marketing process by the Colliers team, the school district received multiple offers. After evaluating each and making recommendations to the school district, the property is now under contract with a developer who envisions repurposing the property as self storage for a certain timeframe, until their vision of a large-scale development project on site becomes viable.





## Statistics

- 29,336 SF Land
- Ground Lease Redevelopment Opportunity

## Services Provided

- Marketing package
- Managing the Bid Process
- Qualifying the Buyer
- Input on current market conditions

# Success Story

65 N Beach Road, Dania Beach Grill, City of Dania Beach

## Challenge

In April 2019, the city declared the Dania Beach Grill “unsafe” and closed the restaurant after an inspection found extensive damage to the site. This unique and popular restaurant had been a part of the Dania Beach beachfront community for close to seventy-five years. It was a beloved establishment for both locals and visitors alike, offering patrons casual dining fare in an informal and beautiful setting, adjacent to the Atlantic Ocean.

## Strategy

Colliers worked with the City to draft a Request for Letters of Interest to redevelop the old Dania Beach Grill. We went out to the market looking for qualified real estate developers/ investors and/or restaurant operators to enter into a Developer Agreement for the renovation and operation of a restaurant on City-owned property.

## Results

After a rigorous marketing period, the City received 7 bids from qualified restaurant operators and developers. We then held meetings for each group to give a presentation to the evaluation committee and answer any questions on the projects. Subsequently, we narrowed down the list to 3 groups. In October 2021 the City Commission voted to move forward negotiation a development agreement with LM Restaurants. LM Restaurants proposed terms of a developer agreement with the city that included a 75-year lease of the old Dania Beach Grill property, including a 25-year initial term and two options for 25-year renewals. LM also agreed to share 4 percent of the restaurant sales revenue with the city.



Accelerating success.

[colliers.com](https://www.colliers.com)

## 4.2.4 Approach to Scope of Work

### Public Sector Portfolio Strategies

Colliers provides a full range of portfolio strategy and workplace consulting services. We are business strategy consultants who specialize in corporate real estate. Our customized approach starts with a clear understanding of the business problem you are trying to solve, the most important ways your organization builds and maintains competitive advantage, and how those advantages are supported by your workforce, your real estate footprint and the workplace. Colliers recognizes that many real estate decisions require support that go far beyond real estate economics. While solutions must be cost effective, it is paramount that they support your people, your operations, and your constituents in the best way possible. We have applied this integrated, grounded approach to many complex public-sector portfolios, bringing both economic rigor as well as a deep understanding of the critical public functions these facilities support.

#### City of Fort Lauderdale, Florida



CITY OF FORT LAUDERDALE

**2018 City of Fort Lauderdale Real Estate Strategic Plan Update:** Colliers reviewed the City's real estate portfolio and met with various departments and Commissioners to determine the City's real estate goals. After an in depth analysis of City-owned real estate, we grouped properties into three categories; priority projects, surplus properties and properties located in the Community Redevelopment Agency (CRA). The Strategic Plan evaluates the core strengths, weakness, opportunities and threats for the priority projects that offer the most revenue generating potential for the City and those that are functionally obsolete and in need of a solution.

**Outcome:** Since 2018 we have successfully executed on multiple transactions for the City. One example of the successfully completed priority projects from the Strategic Plan is Fort Lauderdale Executive Airport, Parcels B, C and D. We successfully marketed and negotiated a lease with First Industrial who built approximately 370,000 square feet of Class A industrial/distribution space.

Colliers is ready to repeat success and work with the City of Fort Lauderdale to update the real estate strategic plan.



**FXE Industrial Land**

CAM #22-0359

Exhibit 2

30 of 83

## 4.2.4 Approach to Scope of Work

### Additional Examples of Strategic Plans/Consultative Reports Experience



#### Pinellas County, Florida

2020-2021. **Pinellas County Real Estate Strategic Plan:** Colliers has drafted a strategic real estate plan for Pinellas County to achieve their goal of reducing the amount of unneeded County-owned property through disposition or alternative use. Colliers mapped the 499 surplus properties and identified the most actionable and marketable properties within the portfolio. Colliers analyzed each parcel and determined its potential use and made recommendations on potential disposition.

2021-2022: County staff are currently reviewing the draft strategic plan to make Staff Recommendations for the report.



#### Dania Beach, Florida

2019. **City Hall program and development potential assessment:** Develop a high-level program of requirements for a potential new replacement City Hall/operational headquarters. The project addresses the aged asset (ca: 1960s) and the public-private redevelopment possibilities of this and an adjoining site. This program will be used to estimate a range of square footage and facility requirements in support of a new facility.



#### Broward County and City of Fort Lauderdale, Florida

2020. **Joint Government Center campus Design Criteria Plan** Colliers, as part of the team led by Zysoyich Architects, provided consulting services to develop the design criteria plan for the future home of Broward County administration and the City of Fort Lauderdale City Hall. Colliers conducted need based assessments, programming, workplace strategy, P-3 assistance and development services.



#### City of Fort Pierce, Florida

2021. **Market and Retail Feasibility Study, Retail Strategic Recruitment Plan and on-going implementation of Advisory and Brokerage Services:** Colliers successfully responded to a Request for Proposals issued by The City of Fort Pierce to engage with an experienced and knowledgeable brokerage firm with the expertise in retail recruitment and real estate strategic planning. Colliers provided the City with sample prospective brands and tenants for each category of retail that may be interested in launching, expanding or relocating to one of the Fort Pierce districts. The City of Fort Pierce received a Comprehensive Market and Retail Feasibility Study, and a Retail Strategic Plan.





## 4.2.4 Approach to Scope of Work

### (d) Provide examples of quarterly reports provided to clients.

Colliers research specialists are recognized knowledge leaders in the commercial real estate industry, and provide clients with the analytics and intelligence required to support effective business decisions. In addition to fulfilling specific information requests, the Research Group produces quarterly surveys of office and industrial markets in over 200 global metropolitan areas. At no additional charge, we share this information with our clients.

The Colliers' Public Institutions team uses this thought leadership, data analysis, and forecasting to uncover opportunities for the City of Fort Lauderdale to reduce costs aggressively and optimize Fort Lauderdale. Below are some examples of quarterly reports provided to clients.

As the City's current partner, we have been committed over the past three years to become part of the team. At our quarterly updates with DSD, it is not just a presentation from Colliers. It is an open forum for collaboration with staff and Colliers—ensuring the City has all they need to make wise real estate decisions. We tailor information specifically for the City's needs as they review new projects. We make our team a resource to the City of Fort Lauderdale. They have access to any and all information we can provide them and frequently get requests to assist. As part of our collaboration, we have conducted annual affordable housing studies to help the City demonstrate it meets the threshold for the percentage of affordable housing units within the City; among other projects.

Colliers is committed to continue being a partner with City staff and Commissioners and commits to presenting the quarterly reports highlighting the state of the Fort Lauderdale and Broward County real estate market, local real estate trends, discuss ongoing and upcoming projects and forecasts on the City of Fort Lauderdale real estate market.

Colliers also tracks available properties for commercial, industrial and retail space for lease and sale in the City. On a quarterly basis, these can be made available to the City in the form of a report that can be utilized to inform staff, commissioner and local businesses. As the City's trusted partner, we can provide any information needed on an as-needed basis. We currently provide these type of reports and services for clients such as the City of Oakland Park and City of Wilton Manors. Colliers also provides annual market reports to the Fort Lauderdale Downtown Development Agency and City of Oakland Park.

See link in Appendix for copies of reports, studies and presentations.

### Quarterly Market Reports



### Annual Market Reports



### Availability Reports



### Market Presentations



### Affordable Housing Study



# References

Firms must provide three (3) references, including the professional's responsibilities in connection with each project, the services provided, and enough information to evaluate the project's scope and complexity (preferably government agencies); for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and e-mail addresses.
- Description of work.
- Year the project was started and completed.



Sarasota County	
Client Address:	1660 Ringling Blvd, Sarasota, FL
Name, title and organization contact:	Brad E. Johnson, Assistant County Manager 941-861-5293 brad.johnson@scgov.net
Description of services provided:	2020. Affordable Housing Study: Colliers provided consulting services to develop a Comprehensive Strategic Plan and Marketing Plan for Affordable Housing in Sarasota County. Once the Plan was completed, Colliers executed by marketing for sale the best potential sites for Affordable Housing.  2021- Sale of County Administration Building: Colliers team worked with the County to market their 158,149 square feet office property. The property sits in one of the most desirable downtown submarkets on Florida's west coast. With multiple offers on the property, the County moved forward with the sale to Benderson Development .
Services provided:	Real Estate Brokerage, Research and Consulting
Dates of Service	2020 - On-going



City of Oakland Park	
Client Address:	3650 NE 12th Ave, Oakland Park, FL
Name, title and organization contact:	Jennifer Frastai, Assistant City Manager 954-630-4218 jenniferf@oaklandparkfl.gov
Description of services provided:	Annual Comprehensive Market Overview analyzing current and projected market conditions in City's Downtown. Provide monthly market availability reports for the City for market exposure.  Worked with the City as Technical Advisor for the preparation and marketing of their 6+/- acre TOD for RFQ and RFP. The City is now in the process of negotiating a development agreement with selected developer.
Services provided:	Real Estate Brokerage, Research and Consulting
Dates of Service	2018 - On-going



## 4.2.5

## References



City of Tamarac	
Client Address:	7525 NW 88th Ave, Tamarac, FL 33321
Name, title and organization contact:	Kathleen Gunn, City Manager 954 597-3510 Kathleen.gunn@tamarac.org
Description of services provided:	Colliers was hired by the City of Tamarac for various economic development projects including highest and best use analysis for various properties within the City and recommendations to maximize value of City-owned properties. They further have engaged Colliers to dispose of a City-owned property that Colliers recently put out to bid. After a vigorous marketing campaign, the City received five offers and Colliers is now negotiating with bidders to obtain the most advantageous price for the City.
Services provided:	Real Estate Brokerage, Appraisal Services
Dates of Service	2019 - On-going



City of Fort Pierce	
Client Address:	100 N U.S. Highway 1, Fort Pierce, FL 34950
Name, title and organization contact:	Nick Mimms, City Manager 772 467-3793 nmimms@cityoffortpierce.com
Description of services provided:	Retail Comprehensive Market and Retail Feasibility Study, and a Retail Strategic Plan. The City has also engaged Colliers in ownership representation services and evaluation of disposition of assets.
Services provided:	Real Estate Brokerage, Research and Consulting
Dates of Service	2020 - On-going



Pinellas County	
Client Address:	400 S. Ft. Harrison Ave., Clearwater, FL 33756
Name, title and organization contact:	Joe Lauro, Director, Department of Administrative Services 727-464-3237 jlauro@co.pinellas.fl.us
Description of services provided:	Colliers has been engaged by the County to analyze a 499-portfolio of surplus property to develop a County-wide strategic plan for the optimization of the portfolio.
Services provided:	Real Estate Brokerage, Research and Consulting
Dates of Service	2020 - On-going

## 4.2.5

## References

A minimum of three (3) references shall be provided:

**1. Company Name:**

Address:

Contact:

Phone #:  Email:

Contract Value:  Year:

Description: 2020. Affordable Housing Study: Colliers provided consulting services to develop a Comprehensive Strategic Plan and Marketing Plan for Affordable Housing in Sarasota County. Once the Plan was completed, Colliers executed by marketing for sale the best potential sites for Affordable Housing.

2021- Sale of County Administration Building: Colliers team worked with the County to market their 158,149 SF office property. The property sits in one of the most desirable downtown submarkets on Florida's west coast. With multiple offers on the property, the County moved forward with the sale to Benderson Development

**2. Company Name:**

Address:

Contact:

Phone #:  Email:

Contract Value:  Year:

Description: Annual Comprehensive Market Overview analyzing current and projected market conditions in City's Downtown. Provide monthly market availability reports for the City for market exposure.

Worked with the City as Technical Advisor for the preparation and marketing of their 6+/- acre TOD for RFQ and RFP. The City is now in the process of negotiating a development agreement with selected developer.

**3. Company Name:**

Address:

Contact:

Phone #:  Email:

Contract Value:  Year:

Description: Retail Comprehensive Market and Retail Feasibility Study, and a Retail Strategic Plan. The City has also engaged Colliers in ownership representation services and evaluation of disposition of assets.

//

## 4.2.5

## References

**4. Company Name:** City of Tamarac

Address: 7525 NW 88th Ave, Tamarac, FL 33321

Contact: Kathleen Gunn

Phone #: 954 597-3510

Email: kathleen.gunn@tamarac.org

Contract Value: \$20,000

Year: 2019 - On-going

Description: Colliers was hired by the City of Tamarac for various economic development projects including highest and best use analysis for various properties within the City and recommendations to maximize value of City-owned properties. They further have engaged Colliers to dispose of a City-owned property that Colliers recently put out to bid. After a vigorous marketing campaign, the City received five offers and Colliers is now negotiating with bidders to obtain the most advantageous price for the City.

**5. Company Name:** Pinellas County

Address: 400 S. Ft. Harrison Ave., Clearwater, FL 33756

Contact: Joe Lauro, Director, Department of Administrative Services

Phone #: 727-464-3237

Email: jlauro@co.pinellas.fl.us

Contract Value: \$122,500

Year: 2020 - On-going

Description: Colliers has been engaged by the County to analyze a 499-portfolio of surplus property to develop a County-wide strategic plan for the optimization of the portfolio.

## 4.2.6

# Minority/Women (M/WBE) Participation

4.2.6 If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

While Colliers itself is not a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, we recognize the importance of engaging Minority and Women-Owned (M/WBE) partners and vendors to ensure the very highest level of service, particularly with regard to projects of large scale and complexity.

Our firm supports initiatives to tangibly increase M/WBE participation in both contracting and procurement activities and can establish specific participation goals with each client. Colliers attempts to utilize the services of qualified DBE/MBE/WBE suppliers and subcontractors whenever possible. These vendors are held to the same high standards and qualifications of all our best-in-class subcontractors and partners, yet are comprised of the same diverse ethnic and gender composition we strive to maintain in our core business.

Additionally, Colliers makes diversity and inclusion one of its strategic areas of focus with the following commitments. Not only is it the right thing to do, it is one of the ways we lead our industry into the future. Simply put, diversity and inclusion make us better. They strengthen our business by enriching our culture, helping us deepen relationships among our people and accelerating success for our clients. On a local level, the South Florida brokerage team is led by a female leader with proven experience in commercial real estate, Julie Northcutt Dunn, who serves as Executive Managing Director for the South Florida region and also advocates for women and diversity in the work place in her role as National Co-Chair and Southeast Division President of the Women's Network at Colliers.

Championing diversity and inclusion is not a commitment we take lightly. We pride ourselves in attracting, developing and retaining top, diverse talent from around the world. As part of that, we are on a progressive journey to foster an environment in which everyone at Colliers, regardless of background, gender, ethnicity, age, religion, sexual orientation or experiences feels respected and comfortable bringing their authentic selves to do their best work.

To ensure that Colliers employees at every level, every day can come into the workplace and feel like they truly belong, we hold a collective commitment to the following:

1. Establishing processes to continually assess and track our diversity and inclusion progress. We will implement qualitative measurements designed to capture our people's experiences, as well as quantitative measurements to anchor those results and monitor progress.
2. Understanding and confronting unconscious biases. We will expand our unconscious bias education to help our people recognize and minimize their learned biases. As leaders and role models at Colliers, we will hold ourselves accountable to understanding our biases, and interrupt when we see others engaging in biased behavior.
3. Creating a trusting environment where meaningful, complex and sometimes difficult conversations can take place. We will create and maintain environments where our people feel comfortable reaching out to their colleagues and encourage our people to move outside of their comfort zones to learn about the experiences and perspectives of others.
4. Establishing relationships with external organizations to help us learn best practices. We will learn and gain insights from others to extend our horizons and strengthen our programs.

Through these commitments, we aim to bring increased focus and accountability to our diversity and inclusion progress and bring the best of our global organization together.

## 4.2.7 Subcontractors

4.2.7 Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

Colliers will not be using subcontractors during the term of this contract.



## 4.2.8 Required Forms

### A. Bid Proposal Certification

City of Fort Lauderdale

Bid 12630-225

#### BID/PROPOSAL CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you 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/>).

Company: (Legal Registration)	Colliers International Florida, LLC	EIN (Optional):	41-2227433
Address: 801 Brickell Avenue, Suite 900			
City:	Miami	State:	FL
		Zip:	33131
Telephone No.:	954 652 4600	FAX No.:	305 858 6239
		Email:	Ryan.Kratz@colliers.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): N/A

Total Bid Discount (section 1.05 of General Conditions): N/A

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	3/14/2022				
2	3/17/2022				

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

Colliers International corporately does not accept credit card payments.

The below signatory 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/proposal.

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. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

A. Bid Proposal Certification

City of Fort Lauderdale

Bid 12630-225

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Ryan Kratz

Name (printed)

*Ryan Kratz*

Signature

March 15, 2022

Date

President, Southeast and Mid-Central Regions

Title

Revised 4/28/2020

**SECTION VI - COST PROPOSAL PAGE****Proposer Name:** Colliers International Florida, LLC

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

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:**

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

1. Proposed commission percentage as defined in Section III 4%
2. Proposed lease management percentage as defined in Section III 3%
3. Hourly rate for advisory services where commission is not earned \$150.00  
(The estimated number of hours the city expects to utilize these services is 1000 hours per year. The hours may vary depending on the need of the city).

**Submitted by:**

Ryan Kratz  
Name (printed)

March 16, 2022  
Date

*Ryan Kratz*

Signature

President, Southeast and Mid-Central Region  
Title

City of Fort Lauderdale

Bid 12630-225

**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**

N/A

**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.**

*Ryan Kratz*

Authorized Signature

President, Southeast and Mid-Central Region

Title

Ryan Kratz

Name (Printed)

March 16, 2022

Date

## D. Contractor's Certificate of Compliance With Non-Discrimination Provisions of the Contract

City of Fort Lauderdale

12630-225

City of Fort Lauderdale

Bid 12630-225

### CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

*Ryan Kratz*

Authorized Signature

March 16, 2022

Date

Ryan Kratz, President, Southeast and Mid-Central Regions

Print Name and Title



City of Fort Lauderdale

Bid 12630-225

**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 bid/proposal. 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-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within ten (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-17-26, Sec. 2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within ten (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-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.
- (4)   
(Business Name)  
is a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.
- (5)   
(Business Name)  
requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.
- (6)   
(Business Name)  
requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:	<input type="text" value="Ryan Kratz"/>	<input type="text" value="Ryan Kratz"/>	<input type="text" value="March 16, 2022"/>
	PRINT NAME	SIGNATURE	DATE



## CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2020-2021



Business Tax Division

100 N ANDREWS AVE | FORT LAUDERDALE, FL 33301 | (954) 828 - 5195

Business ID: BL-1601774

Business Name: COLLIERS INTERNATIONAL S FLORIDA

Business Address: 200 E BROWARD BLVD # 120

COLLIERS INTERNATIONAL S FLORIDA  
200 E BROWARD BLVD # 120  
FORT LAUDERDALE FL 33301

## TAX CATEGORIES

418300 PROFESSIONAL OFC (ADMINISTRATION)

Contact: COLLIERS INTERNATIONAL S FLORIDA  
Business Email: Amanda.Mcfarlane@Colliers.Com

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have closed or moved out of the city, please email [businesstax@fortlauderdale.gov](mailto:businesstax@fortlauderdale.gov) and include the Business ID #.
- A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than \$3.00, no more than \$25.00.
- If you have sold your business, please email a copy of the Bill of Sale to [businesstax@fortlauderdale.gov](mailto:businesstax@fortlauderdale.gov) and include the Business ID #. A transfer of ownership will incur a transfer fee of 10% of the Business Tax fee, not less than \$3.00, no more than \$25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

100 N ANDREWS AVE, 1st FLOOR  
FORT LAUDERDALE, FL 33301  
TEL 954 828 5195  
WWW.FORTLAUDERDALE.GOV

## F. Disadvantaged Business Enterprise Preference (DBEP)

City of Fort Lauderdale

Bid 12630-225



### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within **ten (10)** calendar days, submit the following documentation to the DBE Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- b) List of the names of all employees of the bidder and evidence of employees' residences 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 bid submittal shall result in the bidder being found ineligible for the disadvantaged business enterprise preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

**FOLLOWING LINK:** [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-185EQOPDIBUEN&showChanges=true](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true)

#### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

# F. Disadvantaged Business Enterprise Preference (DBEP)

City of Fort Lauderdale

12630-225

City of Fort Lauderdale

Bid 12630-225

## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

- |                 |     |  |
|-----------------|-----|--|
| (1)             | n/a | is a disadvantaged <b>Class 1</b> enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.           |
| (Business Name) |     |  |
| (2)             | n/a | is a disadvantaged <b>Class 2</b> enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.   |
| (Business Name) |     |  |
| (3)             | n/a | is a disadvantaged <b>Class 3</b> enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. |
| (Business Name) |     |  |
| (4)             | n/a | is a disadvantaged <b>Class 4</b> enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.  |
| (Business Name) |     |  |
| (5)             | n/a | requests a <b>Conditional Class 1</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.   |
| (Business Name) |     |  |
| (6)             | n/a | requests a <b>Conditional Class 2</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.   |
| (Business Name) |     |  |

BIDDER'S COMPANY: Colliers International Florida, LLC

AUTHORIZED COMPANY PERSON:	Ryan Kratz	<i>Ryan Kratz</i>	March 16, 2022
----------------------------------	------------	-------------------	----------------

PRINT NAME

SIGNATURE

DATE

**CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Colliers International Florida, LLC  
Company Name

Ryan Kratz  
Name (Printed)

*Ryan Kratz*  
Signature

March 16, 2022  
Date

President, Southeast and Mid-Central Regions  
Title

*\*See letter addressing Colliers methods of payment on the following page.*



## G. Contract Payment Method

2121 Ponce de Leon Blvd.  
Suite 1200  
Coral Gables, FL 33134

Main: +1 305 854 7342  
colliers.com



March 16, 2022

City of Fort Lauderdale  
Jim Hemphill  
Procurement Specialist  
100 N Andrews Ave  
Fort Lauderdale, FL 33301  
Email: jhemphill@fortlauderdale.gov

Re: Contract Payment Method

Dear Mr. Hemphill,

Colliers International corporately does not accept credit card payments for services rendered. The company only accepts payment by check, ACH or wire. Below are the methods of payment.

**Please send checks to:**

Attn: Imam, Ibrahim  
Colliers Receivables Funding, LLC  
PO Box 735236  
Dallas, TX 75373-5236  
USA  
Overnight Mailing Address:  
JP Morgan Chase (TX-0029)  
Attn: Colliers Receivables Funding LCC  
#735236  
14800 Frete Rd, 2<sup>nd</sup> Floor  
Ft Worth, TX 76155

**Wire or Electronic Payments: Bank**

Beneficiary	JP Morgan Chase Bank, BA
Colliers Receivables Funding	10 South Dearborn
601 Union Street 3320	Chicago, IL 60603
Seattle, WA 98101-4045	USA
USA	Beneficiary Account: 390700026
	Reference: Invoice #XXXX
	Bank ABA for Wires: 021000021
	Bank ABA for ACH: 071000013
	Swift Code: CHASUS33

Sincerely,

A handwritten signature in black ink that reads "Ryan Kratz".

Name  
Ryan Kratz

City of Fort Lauderdale

Bid 12630-225

## E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 12630-255

Project Description: Solicitation 12630-255 Real Estate  
Brokerage Services (Re-Bid)

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Colliers International Florida, LLC

Authorized Company Person's Signature: Ryan Kratz

Authorized Company Person's Title: President, Southeast and Mid-Central Regions I US Brokerage

Date: March 16, 2022

9/15/2020

## I. Sample Insurance Certificate



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
03/14/2022

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 A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED 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).

PRODUCER Aon Reed Stenhouse Inc.  401 West Georgia Street, Suite 1200 Vancouver, BC V6B 5A1	1-604-443-3363	CONTACT NAME: Julie McIntosh PHONE (A/C, No, Ext): 1-604-443-3363 FAX (A/C, No): E-MAIL: julie.mcintosh@aon.ca ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: LIBERTY MUT INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 23043
INSURED Colliers International Florida, LLC  2121 Ponce de Leon Boulevard  Coral Gables, FL 33134				

## COVERAGES

CERTIFICATE NUMBER: 64728339

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLTOABEC5R021	12/01/21	12/01/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence of insurance coverage for informational purposes only.

## CERTIFICATE HOLDER

To Whom it May Concern

\*\*\*\*\*

\*\*\*, FL \*\*\*\*\*

USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Reed Stenhouse Inc*

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 ACORD 25 (2010/05)  
achowjlt  
64728339

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## I. Sample Insurance Certificate



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
03/14/2022

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 A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED 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>PRODUCER</b> Aon Reed Stenhouse Inc.  401 West Georgia Street, Suite 1200 Vancouver, BC V6B 5A1	1-604-443-3363  <b>CONTACT NAME:</b> Julie McIntosh <b>PHONE (A/C, No, Ext):</b> 1-604-443-3363 <b>E-MAIL ADDRESS:</b> julie.mcintosh@aon.ca <b>FAX (A/C, No):</b>
<b>INSURED</b> Colliers International Florida, LLC  2121 Ponce de Leon Boulevard  Coral Gables, FL 33134	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Liberty Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 64728345

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input 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 AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PLVAABP3RJ004	12/01/21	12/01/22	Primary Layer USD 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

To Whom it May Concern  *****  ***, FL *****  USA
---

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Reed Stenhouse Inc</i>
--

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 ACORD 25 (2010/05)  
 achowjlt  
 64728345

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## I. Sample Insurance Certificate



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
03/14/2022

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<b>PRODUCER</b> Aon Reed Stenhouse Inc.  401 West Georgia Street, Suite 1200 Vancouver, BC V6B 5A1	1-604-443-3363  <b>CONTACT NAME:</b> Julie McIntosh <b>PHONE (A/C, No, Ext):</b> 1-604-443-3363 <b>E-MAIL ADDRESS:</b> julie.mcintosh@aon.ca <b>FAX (A/C, No):</b>
<b>INSURED</b> Colliers International Florida, LLC  2121 Ponce de Leon Boulevard  Coral Gables, FL 33134	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Liberty Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 64728349

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <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 AUTOS		AS2-Z91-473730-11	12/01/21	12/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

To Whom it May Concern  *****  ***, FL *****  USA
---

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE  <i>Aon Reed Stenhouse Inc</i>

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 ACORD 25 (2010/05)  
 achowjlt  
 64728349

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## J. W9 - For Proposing Firm

**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>COLLIERS INTERNATIONAL HOLDINGS (USA) INC.</b>	
<b>2</b> Business name/disregarded entity name, if different from above <b>Disregarded entity: COLLIERS INTERNATIONAL FLORIDA LLC</b>	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> <b>C Corporation</b> <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <b>5</b>  Exemption from FATCA reporting code (if any) <b>E</b>  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>P.O. BOX 735236</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>DALLAS TX 75373-5236</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
4	1	-	2	2	2	7	4	3	3

## Part II Certification


Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign  
Here**

Signature of  
U.S. person ►



Date ► 1/4/2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# K. Active Status Page from Division of Corporations – Sunbiz.org

[Click here for active sunbiz listing for Colliers International Florida, LLC](#)

FLORIDA DEPARTMENT OF STATE

Divi



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
COLLIERS INTERNATIONAL FLORIDA, LLC

### Filing Information

**Document Number** M14000008487  
**FEI/EIN Number** 47-2360077  
**Date Filed** 11/25/2014  
**State** DE  
**Status** ACTIVE  
**Last Event** CORPORATE MERGER  
**Event Date Filed** 12/06/2019  
**Event Effective Date** 12/31/2019

### Principal Address

801 Brickell Ave, Suite 900  
Miami, FL 33131

Changed: 01/14/2022

### Mailing Address

200 E Broward Blvd, Ste 120  
Fort Lauderdale, FL 33301

Changed: 01/14/2022

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525

### Authorized Person(s) Detail

#### Name & Address

Title Treasurer

HEMMING, ROBERT  
200 Granville Street, 19th Floor  
Vancouver, BC V6C 2R6 CA

Title Mgr

Borok, Gil  
16830 Ventura Boulevard, Suite J  
Encino, CA 91436

Title Asst. Sec

Schwab, George L, IV  
1114 Sixth Avenue  
New York, NY 10036

Title S, MGR

Hawkins, Matthew  
1140 Bay Street, Ste 4000  
Toronto, ON M5S 2Z4 CA

Title VP, Broker of Record

Kratz, Ryan D.  
801 Brickell Ave, Suite 900  
Miami, FL 33131

Title Broker of Record

Rice, Daniel  
255 South Orange Avenue Suite 1300  
Orlando, FL 32801

Title Broker of Record

Oldenburg, Andrew Christian  
76 S. Laura Street, Suite 1501  
Jacksonville, FL 32202

Title VP

Northcutt-Dunn, Julie  
801 Brickell Ave, Suite 900  
Miami, FL 33131

### Annual Reports

Report Year	Filed Date
2020	04/24/2020
2021	04/21/2021
2022	01/14/2022

### Document Images

<a href="#">01/14/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/21/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/24/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/06/2019 -- Merger</a>	<a href="#">View image in PDF format</a>
<a href="#">12/03/2019 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/27/2019 -- LC Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">11/25/2019 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/11/2019 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/03/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/25/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/05/2016 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/14/2016 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/02/2016 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/20/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/24/2015 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/12/2014 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">11/25/2014 -- Foreign Limited</a>	<a href="#">View image in PDF format</a>

CAM #22-0359

Exhibit 2

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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 No. 12630-225

TITLE: Real Estate Brokerage Services (Re-Bid)

ISSUED: 3/14/22

This addendum is being issued to make the following change(s):

### **Section II – Special Terms and Conditions**

- (1). *2.17 Minimum Qualifications* – ADD 2.17.5 Firm must have a minimum of two years work experience with governmental entities.
- (2). *2.39 Contractor Performance Reviews and Ratings*  
CHANGE HIGHLIGHT BELOW: 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/she** takes exception to the report or wishes to comment on the report.

### **Section III – Scope of Services**

- (3). Change highlighted word in last bullet under 2. *Services to be provided to the City* to:  
  
Provide other real property services requested by the City to plan, implement, negotiate, purchase, sell, lease, and acquire the property **escheated** by the County
- (4). Change highlighted section below in Item 3 – Scope of Services Item G.,  
  
The Contractor shall include, in response, proposed commission percentage. All sales commission **to the Contractor** is to be paid by the buyer.
- (5). Change Item 5.2.2 Weighted Criteria to the following:  
  
Proposed method to accomplish the work required / Scope of Work **15%**  
Proposed Percent of Sales/Leasing Commission **15%**  
Proposed Percent of Lease Management **15%**  
Hourly rate for advisory services where a commission will not be earned **15%**  
Experience and Qualifications, References, past performance **40%**

All other terms, conditions, and specifications remain unchanged.



City of Fort Lauderdale • Procurement Services Division  
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954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 1

RFP No. 12630-225

TITLE: Real Estate Brokerage Services (Re-Bid) – Page 2

*James Hemphill*  
James Hemphill

Asst. Manager Procurement and Contracts

Company Name: Colliers International Florida, LLC  
(please print)

Bidder's Signature: *Ryan Kratz*

Date: March 16, 2022



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 No. 12630-225  
TITLE: Real Estate Brokerage Services (Re-Bid)

ISSUED: 3/17/22

This addendum is being issued to make the following change(s):

### **Section II – Special Terms and Conditions**

- (1). Replace item 2.14 with the following:

**2.14 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:  
<https://www.fortlauderdale.gov/home/showdocument?id=1212> .

All other terms, conditions, and specifications remain unchanged.

*James Hemphill*

James Hemphill  
Asst. Manager Procurement and Contracts

Company Name: Colliers International Florida, LLC  
(please print)

Bidder's Signature: *Ryan Kratz*

Date: March 17, 2022



Addendum No. 3

RFP No. 12630-225

TITLE: Real Estate Brokerage Services (Re-Bid)

ISSUED: 3/23/22

Colliers acknowledges receipt of Addendum No.3 - Exhibit 1 - ARTICLE VIII  
PUBLIC PROPERTY.pdf

Company Name: Colliers International Florida, LLC.

Date: March 23, 2022

# Appendix

## Supplemental Documents

Click on the title below to access:

[1. Colliers' City of Fort Lauderdale Strategic Plan](#)

[2. Full Team Bios](#)

[3. Specialty Team Brochures](#)

[4. Market Reports, Presentations and Studies](#)

[5. Corporate State of Florida Real Estate License](#)

[6. Annual Affordable Housing Monitoring Report](#)

[7. City of Fort Lauderdale Property Performance Report](#)

[8. City of Fort Lauderdale Land Acquisition](#)

[9. Sample FECI Parcels Broker Opinion of Value](#)

With your brand, reputation and significant dollars at stake, selecting the right real estate advisors is crucial.

These advisors become, in many ways, a trusted extension of your organization. You depend on them to provide information, insights, strategies and execution that achieve your goals.

You want them to understand your business, not just your real estate needs.

And along the way, you want it all to take place openly, seamlessly and with strong accountability. You want results that meet, if not exceed, your goals. Your expectations are high, as well they should be.

And so are ours.

For more information, please contact:

**Ken Krasnow**

Vice Chairman, Institutional Investor Services

+1 786 517 4990

[ken.krasnow@colliers.com](mailto:ken.krasnow@colliers.com)



200 E Broward Blvd, Suite 120  
Fort Lauderdale, FL 33301

[colliers.com](https://www.colliers.com)

## **REFERENCES**

A minimum of three (3) references shall be provided:

**1. Company Name: Sarasota County**

Address: **1660 Ringling Blvd, Sarasota, FL**

Contact: **Brad E. Johnson, ICMA-CM**

Phone #: **941 861 5293** Email: **brad.johnson@scgov.net**

Contract Value: **\$400,000** Year: **2020 - Ongoing**

Description: **2020 | Affordable Housing Study: Colliers provided consulting services to develop a Comprehensive Strategic Plan and Marketing Plan for Affordable Housing in Sarasota County. Once the Plan was completed, Colliers executed by marketing for sale the best potential sites for Affordable Housing.**

**2021 | Sale of County Administration Building: Colliers team worked with the County to market their 158,149 SF office property. The property sits in one of the most desirable downtown submarkets on Florida's west coast. With multiple offers on the property, the County moved forward with the sale to Benderson Development.**

**\*Fee paid by buyer.**

**2. Company Name: City of Oakland Park**

Address: **3650 NE 12th Ave, Oakland Park, FL**

Contact: **Jennifer Frastai, Assistant City Manager**

Phone #: **954-630-4218** Email: **jenniferf@oaklandparkfl.gov**

Contract Value: **\$6,000** Year: **2018-Ongoing**

Description: **Annual Comprehensive Market Overview analyzing current and projected market conditions in City's Downtown. Provide monthly market availability reports for the City for market exposure.**

**Worked with the City as Technical Advisor for the preparation and marketing of their 6+/- acre TOD for RFQ and RFP. The City is now in the process of negotiating a development agreement with selected developer.**

**3. Company Name: City of Fort Pierce**

Address: **100 N U.S. Highway 1, Fort Pierce, FL 34950**

Contact: **Nick Mimms, City Manager**

Phone #: **772 467-3793** Email: **nmimms@cityoffortpierce.com**

Contract Value: **\$28,000** Year: **2020 - Ongoing**

Description: **Retail Comprehensive Market and Retail Feasibility Study, and a Retail Strategic Plan. The City has also engaged Colliers in ownership representation services and evaluation of disposition of assets.**

**4. Company Name: City of Tamarac**

Address: **7525 NW 88th Ave, Tamarac, FL 33321**

Contact: **Kathleen Gunn**

Phone #: **954 597-3510** Email: **kathleen.gunn@tamarac.org**

Contract Value: **\$20,000** Year: **2019 - Ongoing**

Description: **Colliers was hired by the City of Tamarac for various economic development projects including highest and best use analysis for various properties within the City and recommendations to maximize value of City-owned properties. They further have engaged Colliers to dispose of a City-owned property that Colliers recently put out to bid. After a vigorous marketing campaign, the City received five offers and Colliers is now negotiating with bidders to obtain the most advantageous price for the City.**

**5. Company Name: Pinellas County**

Address: **400 S. Ft. Harrison Ave., Clearwater, FL 33756**

Contact: **Joe Lauro, Director, Department of Administrative Services**

Phone #: **727-464-3237** Email: **jlauro@co.pinellas.fl.us**

Contract Value: **\$122,500** Year: **2020 - Ongoing**

Description: **Colliers has been engaged by the County to analyze a 499-portfolio of surplus property to develop a County-wide strategic plan for the optimization of the portfolio.**



**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions and conditions 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), Request for Qualifications (RFQ), 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 one hundred twenty (120) 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

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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), with regard to the "Cuba Amendment," 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 (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement 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 (2019), 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 the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

Rev. 2/2020

Page 1

#### 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) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

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 firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

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 – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 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.

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- 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 cashier's 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 agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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 chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

#### **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.

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**4.02 INSURANCE:** 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 WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with 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:

- Bidder's 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.

**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:** 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. 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 the City's best interest as determined by the City, to cancel any 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 the City Auditor's 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. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its 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.

**NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 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 Contractor 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 Contractor from 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.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.



- 5.18 **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.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**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**

N/A

**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.**

**Ryan Kratz**  
Authorized Signature

**President Southeast and Mid-Central Regions**  
Title

**Ryan Kratz**  
Name (Printed)

**March 16,2022**  
Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**Ryan Kratz**

Authorized Signature

**March 16, 2022**

Date

**Ryan Kratz, President, Southeast and Mid-Central Regions |  
US Brokerage**

Print Name and Title

## CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

**Colliers International Florida, LLC**

Company Name

**Ryan Kratz**

Name (Printed)

**March 16, 2021**

Date

**Ryan Kratz**

Signature

**President, Southeast and Mid-Central  
Region**

Title

## **LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference, the Bidder shall, within ten (10) calendar days, submit the following documentation for 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 bidder and evidence of employees' residences 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 bid submittal shall result in the bidder 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:**

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR&showChanges=true](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true)

**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 for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
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, staffed with full-time employees within the limits of the City, **or** shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
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, 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.

## 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 bid/proposal. Violation of the foregoing provision may result in contract termination.

- |     |  |  |
|-----|--|--|
| (1) | (Business Name)  | is a <b>Class A</b> Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City. |
| (2) | <b>Colliers International Florida, LLC.</b><br>(Business Name) | is a <b>Class B</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.                                   |
| (3) | (Business Name)  | is a <b>Class C</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.   |
| (4) | (Business Name)  | is a <b>Class D</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.   |
| (5) | (Business Name)  | requests a <b>Conditional Class A</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.   |
| (6) | (Business Name)  | requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.   |

BIDDER'S COMPANY: **Colliers International Florida, LLC.**

AUTHORIZED PERSON:	COMPANY	<b>Ryan Kratz</b>	<b>Ryan Kratz</b>	<b>March 16, 2022</b>
		PRINT NAME	SIGNATURE	DATE



Forms Non-ISO – Revised 7/2/2021



### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within **ten (10)** calendar days, submit the following documentation to the DBE Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- b) List of the names of all employees of the bidder and evidence of employees' residences 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 bid submittal shall result in the bidder being found ineligible for the disadvantaged business enterprise preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:** [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-185EQOPDIBUEN&showChanges=true](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true)

#### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

- d. The term “disadvantaged class 4 enterprise” shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City’s Procurement Manual.

## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

- |     |                               |  |
|-----|-------------------------------|--|
| (1) | <b>n/a</b><br>(Business Name) | is a disadvantaged <b>Class 1</b> enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.           |
| (2) | <b>n/a</b><br>(Business Name) | is a disadvantaged <b>Class 2</b> enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.   |
| (3) | <b>n/a</b><br>(Business Name) | is a disadvantaged <b>Class 3</b> enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. |
| (4) | <b>n/a</b><br>(Business Name) | is a disadvantaged <b>Class 4</b> enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.  |
| (5) | <b>n/a</b><br>(Business Name) | requests a <b>Conditional Class 1</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.   |
| (6) | <b>n/a</b><br>(Business Name) | requests a <b>Conditional Class 2</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.   |

BIDDER'S COMPANY: **Colliers International Florida, LLC**

AUTHORIZED PERSON:	COMPANY	<b>Ryan Kratz</b>	<b>Ryan Kratz</b>	<b>March 16, 2022</b>
		PRINT NAME	SIGNATURE	DATE

Forms Non-Iso – revised 7/2/2021

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: **12630-255**

Project Description: **Solicitation 12630-255 Real Estate Brokerage Services (Re-Bid)**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: **Colliers International Florida, LLC**

Authorized Company Person's Signature: **Ryan Kratz**

Authorized Company Person's Title: **President, Southeast and Mid-Central Regions | US Brokerage**

Date: **March 16, 2022**

9/15/2020



**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you 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/>).

Company: (Legal Registration) **Colliers International Florida, LLC** EIN (Optional): **41-2227433**

Address: **801 Brickell Avenue, Suite 900**

City: **Miami** State: **FL** Zip: **33131**

Telephone No.: **954 652 4600** FAX No.: **305 858 6239** Email: **ryan.kratz@colliers.com**

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

Total Bid Discount (section 1.05 of General Conditions): **NA**

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<b>1</b>	<b>3/14/2022</b>				
<b>2</b>	<b>3/17/2022</b>				

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

**Colliers International corporately does not accept credit card payments.**

The below signatory 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/proposal.

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. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

**Ryan Kratz**  
Name (printed)

**March 15, 2022**

Date

**Ryan Kratz**  
Signature

**President, Southeast and Mid-Central Regions | US  
Brokerage**  
Title

Revised 4/28/2020