

City of Port St. Lucie, Florida
PARTICIPATION AGREEMENT
Request for Proposal #20120049
Evaluation Committee Members / Participants

I, Zeneé Major, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to the Real Estate Broker Services for the City during the evaluation process and before contract award.

Initials ZM **Applicability of the Florida Sunshine Law**

I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the City Council apply. I further recognize that discussions between committee members outside of public Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions by evaluation committee members shall be directed to the Contract Administrator (OMB).

Initials ZM **Restricted Communications / Cone of Silence**

I acknowledge that to insure the proper and fair evaluation of a submittal, the City of Port St. Lucie prohibits any communication between any City employee, representative or official other than the Contract Administrator (OMB) prior to the time of award by City Council has been made. Communication between Respondent and the City will be initiated and coordinated by the Contract Administrator (OMB) in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal.

Communication related to this RFP is further restricted with any entity outside the City of Port St. Lucie. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other agencies or utility entities, etc . . .

Initials ZM **Release or Distribution of Information and/or Material**

Evaluation committee members have been provided vendor responses either in hard copy or electronic format. This information, hard copy or electronic, is NOT to be reproduced or distributed under any circumstance. Some information within the proposals may be proprietary and/or confidential. Release of any information will be coordinated by OMB only.

Initials

RM

Non-Collusion

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

1. The scores assigned in my evaluation have been arrived at independently and without consultation, communication or agreement with any other Evaluator other than those discussions taking place in a meeting of the Evaluation Committee meeting arranged by OMB.
2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the OMB during a meeting of the Evaluation Committee.
3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Signature:

Kerrie Major

Printed:

Kerrie Major

Date:

4-23-12

City of Port St. Lucie, Florida
PARTICIPATION AGREEMENT
Request for Proposal #20120049
Evaluation Committee Members / Participants

I, Azlina Goldstein Siegel, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to the Real Estate Broker Services for the City during the evaluation process and before contract award.

Initials <u>AS</u>	Applicability of the Florida Sunshine Law
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Initials

GS

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2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the OMB during a meeting of the Evaluation Committee.
3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Signature: Azlina Goldstein Siegel

Printed: Azlina Goldstein Siegel

Date: April 23, 2012

City of Port St. Lucie, Florida
PARTICIPATION AGREEMENT
Request for Proposal #20120049
Evaluation Committee Members / Participants

I, Edwin M. Fry, Jr., an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to the Real Estate Broker Services for the City during the evaluation process and before contract award.

Initials <u>EMF</u>	Applicability of the Florida Sunshine Law
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I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the City Council apply. I further recognize that discussions between committee members outside of public Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions by evaluation committee members shall be directed to the Contract Administrator (OMB).

Initials <u>EMF</u>	Restricted Communications / Cone of Silence
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Communication related to this RFP is further restricted with any entity outside the City of Port St. Lucie. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other agencies or utility entities, etc . . .

Initials <u>EMF</u>	Release or Distribution of Information and/or Material
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Evaluation committee members have been provided vendor responses either in hard copy or electronic format. This information, hard copy or electronic, is NOT to be reproduced or distributed under any circumstance. Some information within the proposals may be proprietary and/or confidential. Release of any information will be coordinated by OMB only.

Initials

EMF

Non-Collusion

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3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Signature:

Edwin D. Fry, Jr.

Printed:

Edwin D. Fry, Jr.

Date:

April 26, 2012

Bid Opening ATTENDANCE
RFP #20120049
Real Estate Broker Service
April 17, 2012 @ 2:30:00 PM

	Name (Please PRINT Legibly)	Company Name Or Entity
1	Cheryl Shanaberger	City of PSL-OMB
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Eval ATTENDANCE
RFP #20120049
Real Estate Broker Service
April 27, 2012 @ 1:00:00 PM

	Name (Please PRINT Legibly)	Company Name Or Entity
1	Cheryl Shanaberger	City of PSL-OMB
2	<i>Berrie Mape</i>	<i>Rest 4 Hgt.</i>
3	<i>Azlina Goldstein Siegel</i>	<i>Legal</i>
4	<i>Ed Fry</i>	<i>Finance</i>
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Respondent: *Margaret Good m.e. Good Realty, inc.*

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8.11.12.10)	4	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments:			
B. Proposed Amount Page 24	5	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			
C. Member of MLS	1	0 <u>5</u>	0 5
Comments:			
D. Real Estate Experience (5.7 & 6)	6	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments:			
E. Market Method (9.13 & 14)	4	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *Azlina Goldstein Siegel* Dept.: *Legal*
(please print)

Signature: *Azlina Goldstein Siegel* Date: *4/24/12*

Respondent: *Keller Williams Realty (Safe Harbor Realty of Port St Lucie LLC)*

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 1 <u>(2)</u> 3 4 5	0 1 2 3 4 5
Comments:			
B. Proposed Amount Page 24	5	0 1 2 3 <u>(4)</u> 5	0 1 2 3 4 5
Comments:			
C. Member of MLS	1	0 <u>(5)</u>	0 5
Comments:			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 3 4 <u>(5)</u>	0 1 2 3 4 5
Comments:			
E. Market Method (9,13 & 14)	4	0 1 2 3 4 <u>(5)</u>	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.
 The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *Azlina Goldstein Siegel* Dept.: *Legal*
 (please print)

Signature: *Azlina Goldstein Siegel* Date: *4/24/12*

Respondent: *The Keyes Company Realtors (Paul Labosiene and Steve Brown)*

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8,11,12,10)	4	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			
B. Proposed Amount Page 24	5	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			
C. Member of MLS	1	0 (5)	0 5
Comments:			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			
E. Market Method (9,13 & 14)	4	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *Azlina Goldstein Siegel* Dept.: *Legal*
(please print)

Signature: *Azlina Goldstein Siegel* Date: *4/24/12*

Respondent: HW Real Estate, Inc. (Matthew Harrington and Craig Wallengen)

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8.11.12.10)	4	(-5) 0 1 2 3 4 5	0 1 2 3 4 5
Comments: Negative score of -5 b/c the office doesn't handle renting or leasing			
B. Proposed Amount Page 24	5	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
C. Member of MLS	1	0 (5)	0 5
Comments:			
D. Real Estate Experience (5.7 & 6)	6	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			
E. Market Method (9.13 & 14)	4	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Azlina Goldstein Siegel Dept.: Legal
(please print)

Signature: Azlina Goldstein Siegel Date: _____

Respondent: *Fleischman Realty Group, LLC*

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8.11.12.10)	4	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments:			
B. Proposed Amount Page 24	5	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments:			
C. Member of MLS	1	0 <u>5</u>	0 5
Comments:			
D. Real Estate Experience (5.7 & 6)	6	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments:			
E. Market Method (9.13 & 14)	4	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *Azlina Goldstein Siegel* Dept.: *Legal*
(please print)

Signature: *Azlina Goldstein Siegel* Date: *4/24/12*

Respondent: *CBRE, Inc.*

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8.11.12.10)	4	0 1 <u>2</u> 3 4 5	0 1 2 3 4 5
Comments:			
B. Proposed Amount Page 24	5	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments:			
C. Member of MLS	1	<u>0</u> 5	0 5
Comments:			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments:			
E. Market Method (9,13 & 14)	4	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Azlina Goldstein Siegel Dept.: Legal
(please print)

Signature: *Azlina Goldstein Siegel* Date: 4/24/12

Respondent: *All Connect Realty, LLC (Bogumila Kowalec)*

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of Proposer (8.11.12.10)	4	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments:			
B. Proposed Amount Page 24	5	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments:			
C. Member of MLS	1	<u>0</u> 1	0 5
Comments: <i>Not member of Regional MLS → reason for change</i>			
D. Real Estate Experience (5,7 & 6)	6	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments:			
E. Market Method (9,13 & 14)	4	<u>0</u> 1 2 3 4 5	0 1 2 3 4 5
Comments <i>Didn't see description in response to questions</i>			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. The questions to be used for each criterion follow each criteria. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel. The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: *Azlina Goldstein Siegel* Dept.: *Legal*
(please print)

Signature: *Azlina Goldstein Siegel* Date: *4/24/12*

4/23/12 Notes re RFP for RE Broker Services RFP #20120049

- A. Margaret Good me. Good Realty, inc.
- B. Keller Williams Realty
- C. Keyes Company Realtors
- D. HW Real Estate, Inc. - Matthew Harrington
- E. Fleischman Realty Group (from Laura Fleischman, Broker)
- F. ~~D~~ CBRE (from Ken Krasnow)
- G. All Connect Realty, LLC (from Bogumila Kowalec / Broker / Owner)

Margaret Good me. Good Realty, inc.

- A. - 35 yrs indiv. exp. in real estate business
- 4 agent realtors who will be performing services. Ins. liability \$500/\$250k
- Mktg = internet, website, magazine ads
- Proposed Cost Schedule
- To manage rentals = 1/2% / mo. com. → 8% / mo. after → or 1 mo rent as comm.
- To sell = 4% of sales amt

~~DBPR~~ DBPR License of RE Corp expires Sept. 30, 2012

- Certifications = RE & Property Mgmt

B Safe Harbor Realty of Port St Lucie LLC DBA. Keller Williams Realty of St. Lucie

- 6 yrs in RE business

Cert = CDPE / CIAS Brokerage

Mktg - syndicate all of our listings out to every major real estate website, print advertising in local newspapers; enhanced listings on Realtor.com and Worldproperties.com

Proposed cost:

6% net value for sale

10% net value for lease

Corp. DBPR expires Mar. 31, 2013

Insurance liability = \$1 mil / \$1 mil.

4/24/12

Cont'd Notes

C The Keyes Company Realtors

- Principal RE Broker for NSP sales

Office = 86 yrs exp.

- Real Estate - Mortgage - Title

- Notary on staff → exp. 2/2/13 for Vickie Lynn Harris

- Paul "Dr. Sold" Labosienne + Steve Brown = performing services

Ins. \$1 mil / genl \$2 mil.

- Offices in Dade, Broward, Palm Beach, Martin, St. Lucie, Orange + Volusia Counties

- Cost Schedule 3.98% Net value for sale

- See Addenda

If net sales price \leq \$53k, then flat fee

Listing Broker \$999

Selling Broker \$799 Co Op

If net sales price \geq \$53,001 and ↑ up

- Total commission = 3.98%

Listing Broker 1.99%

Selling Broker 1.99% Co op

- Lease = 1st mo rent, Mgmt of lease = 10% of mo. rent.

D ~~HW~~ HW Real Estate, Inc. by Matthew R. Harrington, Broker/Owner

11 yrs exp.; Person = Craig Wallengren = performing services

* Office doesn't handle renting or leasing

Proposed cost schedule = 4% (2% listing, 2% selling) for sale

Massive Internet Marketing Campaign

Broker license expires 9/30/12

Ins. \$1 mil / \$2 mil

Premier Service Diamond Elite Award

Cont'd

- E. Fleischman Realty Group, LLC (by Laura Fleischman, Broker of Record
25 yrs exp. - New Jersey, Miami Beach, PSL
Laura Fleischman = Broker, Kent Fleishman + Kent Fleishman, Jr.
Fee: Sale = 4.75% of ~~net~~ net value
Lease = 8% of net value
Property mgm = 8%
Errors & Omissions = \$1 mil/\$1 mil
→ Noted that they will purchase the required insurance upon acceptance
of bid

- F. CBRE, Inc. (by Ken Krasnow)

Exp. = Since 1905

Cost schedule:

Sale = 6% Net value

Lease = 5% net value w/ co-broker; 7% w/ co-broker

? Question on "Fees shall be paid by 3rd parties w/ whom City may
conclude a transaction, or funded through the transaction (sale proceeds),
to eliminate City's out of pocket costs. ..

Ins. = Errors & Omissions \$5 mil/\$2 mil

No MLS?

- G. All Connect Realty (by Bogumila Kowalec, Broker/Owner) - 7 yrs exp.
- No other personnel named

Where # 10-14 ?? Doesn't describe mkt'g of properties

MLS

Cost schedule 5% net ~~value~~ ^{value} for sale; 4% if broker represents buyer + seller
10% net for lease + 10% net if property mgmt

MLS membership = Grtr Ft. Lauderdale / South Florida MLS

GUIDELINES FOR USING RFP EVALUATION FORM

The principle of fair and open competition in public procurement prohibits the use of any evaluation criteria other than those listed in the solicitation. These criteria must be applied to the responses without change, deletion, or expansion. A protest from a respondent whose proposal was rejected by an evaluation committee using criteria not identified in the published solicitation has a good chance of successfully protesting the award.

Weighting Scores:

Criteria that have more importance (weight) than others are assigned a multiplier or weight factor. Weights are fixed values that indicate the *relative importance* of the criterion, not the quality of the response. The weight factor 2 might represent *important*; 4, *moderately important*; and 5, *very important*. The established weights must be applied to the responses without change, deletion, or expansion.

Assigning points:

Points are awarded according to the quality of the response with respect to each criterion. On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. (The 0 to 5 point scale is the easiest to apply).

Completing the form:

The form has four columns (lettered A through F). When the evaluator receives the form, Columns A and B is completely filled out: Column A identifies the criterion being scored; Column B shows the weight (1, 3, or 5, for example) assigned to each criterion. Columns C and D are filled out and contain the maximum number of points that can be assigned (on the 0 to 5 point scale shown previously, the maximum is 5).

In the first step in the independent review each committee member chooses **the best response to each criterion from the responses received**. That response is awarded the maximum point value, and the other responses are assigned fewer points according to how they compare with the best response. **(In other words, the best response is determined in relation to the other responses rather than in relation to an ideal.)** It is important to note that this is an **independent** review and there is to be no discussion or meeting at this time concerning the selection. You may make notes or mark down questions that may be addressed only during the committee meeting.

In order to work with responses that fail to address certain criteria or that take exception to them, the person may evaluate below the assigned point range and award zero or negative scores. For example, if a respondent states explicitly that a particular requirement will not be met, a negative score equal to the highest possible number of points (say, -5) is circled. If a respondent simply fails to address a requirement, a point value of zero is selected. The use of negative or zero scores should be discussed at the committee meeting.

As part of the independent review, committee members make brief comments under each criterion explaining the reasoning behind their scores. These notes may be used for reference during the full panel discussions if another committee member questions the points assigned.

Each committee member returns the evaluation form to the Contract Specialist on the date specified by following the routing instructions. The points in column C will be tallied by the Contract Specialist and the scores and rankings will be distributed to each committee member at the start of the public evaluation committee meeting.

When the full committee meets to review the proposals, some evaluators may wish to change their points due to information revealed at the panel meeting. For example, if a respondent included information in an attachment instead of in the main section of the proposal, committee members who overlooked the attachment and awarded lower points because of missing information would need to adjust their points in column D after evaluating the information. Evaluators during the public committee meeting may adjust point values in Column D (Review with Panel). If no adjustment then Column C will be used for the total score.

The points entered in Column C must be independently arrived at and not represent a consensus of the panel. The only exception occurs when points are assigned as a result of a professional review (for example, the Finance or Office of Management and Budget department reports on the financial stability of each respondent and assigns a score to be entered on all panel members' forms)

Examples of applying the criteria:

A. Qualifications of the Proposer (**Questions 8, 10, 11 & 12**): This criterion examines corporate rather than individual qualification. Consider the training and education of the entire firm to determine what the firm accepts as quality. The method used for rent & lease assessment, background checks and public records to be used to assess the quantity and quality of the firm's expectation of its employees and its culture. If the firm limits its work to specialized areas, does the principal area of specialization match the scope of work of the RFP, or is the work to be subcontracted?

B. Proposed Amount (**Page 24**): This is strictly the fee that will be charged and the lowest receives the highest score. It is quite possible that you may have several with the same fee percentage and therefore they will receive the same score.

C. Member of Multiple Listing Service (MLS): This is a yes or no. Yes is 5 points and no is 0.

D. Real Estate Experience (years & type) **Question 5, 6 & 7**: This criterion examines firm and individual experience. Does the experience of the firm and staff indicate that they can complete the tasks in a professional and satisfactory manner? Are the staff members profiled in the proposal those who will actually undertake the project (check with question # 6)? If not, their experience, no matter how impressive must be disregarded. Is the experience recent enough to incorporate current changes in service technology? How much experience is related to what the City wants the firm and staff to provide?

E. Market Method, **Question 9, 13 & 14**: How does the respondent propose to perform the tasks? Is the methodology proposed for the task well defined or vague? How well organized is the respondent's effort? How varied and pro-active in the market and advertising methods? Are the strategies used for both lease properties and sale properties those that you think would accommodate the City in its goal for this project?

CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID OPENING LOG

BID # 20120049-CS

OPENED: April 17, 2012

TIME: 2:30:00pm

BID TITLE: Real Estate Services

16 APR 4:34 31s
RECEIVED
Keyes Realty
20120049-CS

17 APR 1:58 41s
RECEIVED
Fleishman Realty

17 APR 12:52 51s
RECEIVED 20120049-CS
Matt Harrington-HW
Real Es

17 APR 1:04 07s
RECEIVED
MR Goode Realty
20120049-CS

RECEIVED
17 APR 1:39 57s
All Connect Realty
20120049-CS

RECEIVED Ken Krasnow
20120049-CS
17 APR 1:58 41s

Safe Harbor
RECEIVED 2:29 10s
20120049-CS

**CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID TABULATION REPORT**

BID # 20120049
OPENED: April 17, 2012
TIME: ..2:30:00 PM

BID TITLE: Real Estate Broker Services

The following vendor(s) submitted proposals:

All Smart Realty	5%	10%
BBRE	10%	5%
Fleischman	1,175	3
H W Real Estate	10%	
Keyes Real Estate	3,98	
M.E. Dick Realty	5	3
Safe Harbor Real	3	10

The following vendor's submitted a "No Bid":

Number of Companies Notified:
Number of Bid Documents Distributed:
Number of Bids Received:

NOTE: Offers from vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Cheryl Shanaberger

From: Karen Baggett
Sent: ~~Wednesday, April 18, 2012 8:43 AM~~ *- I received at 6:00
opening*
To: Cheryl Shanaberger
Subject: FW: Bid Opportunity - City of Port St. Lucie

FYI -

From: Kevin Postal [<mailto:KP@AtlanticPropertyGroup.com>]
Sent: Tuesday, April 17, 2012 1:53 PM
To: Karen Baggett
Subject: RE: Bid Opportunity - City of Port St. Lucie

Dear Karen,

Thank you for the opportunity to bid on RFP #20120049 for a Licensed Realtor, to show, market, promote, and perform associated duties in order to sell or lease City properties.

Although I would like to submit a bid package, Atlantic Property Group cannot make the 2:00 pm deadline for today as I am waiting for a quote for the "commercial liability" portion of the contract.

If the City would like an additional bid for their "commercial properties", I would need an extension of one day to complete the package. I believe that the City of Port St. Lucie would benefit best by utilizing a separate company for the residential and commercial properties. I have been specializing in commercial real estate for 33 years and well-suited to handle the commercial properties.

Please let me know if an extension can be provided or if the City of Port St. Lucie would like an additional bid.

Thank you for the opportunity to work with you.

Sincerely,

Kevin Postal, SIOR



Office: 772.785.8569
P.O. Box 882163, Port St. Lucie, FL 34988-2163
www.AtlanticPropertyGroup.com

From: Karen Baggett [<mailto:KBaggett@cityofpsl.com>]
Sent: Thursday, April 05, 2012 4:19 PM

To: Undisclosed recipients:

Subject: Bid Opportunity - City of Port St. Lucie

The City of Port St. Lucie is attaching a bid opportunity for a licensed Realtor. If you are interested, please be sure to respond by reading and completing the attached bid request, and returning it as outlined within the bid documents. (PLEASE NOTE, THERE IS A DEADLINE FOR RETURNING YOUR BID.)

If you are not interested in participating, there is nothing further required.

Any questions concerning this bid MUST be submitted, in writing or via fax, as per instructions in the bid package, to Cheryl Shanaberger. Email: cheryls@cityofpsl.com. Please do not call with any questions as they cannot be addressed.

Thank you.

Karen Baggett, Secretary
Office of Management & Budget

City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Building A, Suite 390
Port St. Lucie, FL 34984
772-871-5223
772-871-7337 fax

User: Shanaberger, CPPO, Cheryl

Organization: City of Port St. Lucie - Office of Management and Budget

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Bid Details

Bid Information

EDIT

<p>Agency</p> <p>Bid Type</p> <p>Bid Number</p> <p>Fiscal Year</p> <p>Bid Writer</p> <p>Bid Name</p> <p>Bid Status</p> <p>Bid Status Text</p> <p>Award To</p> <p>Due Date/Time</p> <p>Broadcast Date</p> <p>Bid Bond</p> <p>Project Estimated Budget</p> <p>Plan (blueprint) Distribution Options</p> <p>Distribution Method</p> <p>Distributed By</p> <p>Distribution Notes</p>	<p>City of Port St. Lucie - Office of Management and Budget</p> <p>Sealed Request for Proposal</p> <p>SRFP-2112046-0-2012-05</p> <p>2012</p> <p>Cheryl Shanaberger, CPPO</p> <p>Real Estate Broker Services</p> <p>Under Evaluation</p> <p>None</p> <p></p> <p>4/17/2012 2:30 PM Eastern</p> <p>4/2/2012</p> <p>no</p> <p></p> <p>None</p> <p>Download and Mail</p> <p>Onvia DemandStar</p> <p>None</p> <p>It is the intent of the City to enter into a contract with a single Florida licensed real estate professional broker to market and sell or lease properties that may become surplus to the City from time to time. The City will select the Broker that will provide the best value to the City. The services required by the City in connection with this request for proposals covers the entire spectrum of services customarily provided by residential and commercial real estate firms. These include but are not limited to the following:</p> <p>Competitive Market Analysis (CMAs) Conduct lease/rent market study Advertising Plan Promotion Venues Recommendation or repair inspection or maintenance issues that are critical to the ability to lease the property</p> <p>Showing of properties Computer generated sales contracts Closing documents Developing strategies for sale of properties Negotiating with buyers on behalf of the City Coordinating real estate transaction during closing Property Listing and Sales Services Title work Conduct background checks, credit and reference checks on any tenants All customary activities and services associated with real estate transactions</p> <p>Properties to be sold or leased during the term of the contract include, but are not limited to the following: See Attachment A</p>
<p>E-Bidding</p>	<p>No</p>

Legal Ad

VIEW

Please select either the View or Edit button to manage legal ad

Pre-Bid Conference

none

Publications

No Publications Data Found

Documents

EDIT

Bid Package
20120049 Bid Specifications (Complete)
Attachment A (2 Pages) Complete
Attachment B (2 Pages) Complete
Addendum #1 (1 Page) Complete

Commodity Codes

CSF-208-76 - Real Estate/Property Management
CSF-209-77 - Real Estate/Property Management
RNT-971-00 - REAL PROPERTY RENTAL OR LEASE
RNT-971-63 - REAL ESTATE SERV/APPRaise
SRV-918-89 - Real Estate/Land Consulting (Including Land Survey Consulting)
SRV-958-83 - Real Estate Management Services (To include Listing and Sales Services)
SRV-998-84 - Real Estate (Inc. Buildings, Houses, Land, etc)

Statistics

Planholders There are 9 planholders for this bid

Broadcast List 560 suppliers have been notified

Supplemental Suppliers 0 Supplemental Suppliers

Filtered No

Post-Bid Viewers 1 viewer(s)

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BID ADDENDUM # 1
BID # 20120049
Addendum Date: April 16, 2012

Real Estate Broker Services

Please make the following changes/modifications to the subject bid:

- 1. Page 6, Section 1.4- Please disregard the requirement for references. References are not required for your bid submittal.*

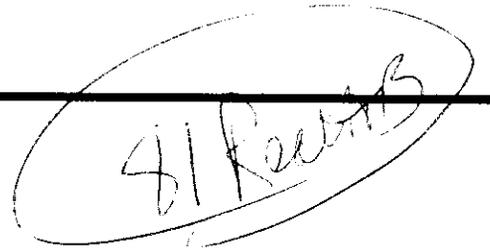
NOTE: The bid opening date is unchanged.

Instructions to Bidder:

Each bidder may acknowledge receipt of any addenda on the Questionnaire.

Karen Baggett

From: Karen Baggett
Sent: Tuesday, April 10, 2012 10:59 AM
Subject: Bid Opportunity - City of Port St. Lucie
Attachments: 20120049-CS.doc



The City of Port St. Lucie is attaching a bid opportunity for a licensed Realtor. If you are interested, please be sure to respond by reading and completing the attached bid request, and returning it as outlined within the bid documents. (PLEASE NOTE, THERE IS A DEADLINE FOR RETURNING YOUR BID.)

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Thank you.

Karen Baggett, Secretary
Office of Management & Budget
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Building A, Suite 390
Port St. Lucie, FL 34984
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772-871-7337 fax



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Fax: (772) 398-7632

Office: (772) 398-7634

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Specializations: Short sale in house negotia...

Broker Todd

em todd@alphadog Realty.com

Blue Water Reel Estate Company
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Office: (772) 249-5690

Fax: (772) 249-5692

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Erica @ Blue Water Reel Estate.com

Boca Executive Realty LLC Company
Boca Raton, FL



Office: (561) 544-3810

Toll Free: (800) 700-9806

Fax: (561) 544-3809

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Specializations: Palma Vista, Boca Grove, L...

Bradley & Associates Real Estate Company
Port St. Lucie, FL



Office: (772) 343-7008

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Misty em: misty.bradley@comcast.net

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 Fax: (772) 335-0121
 Toll Free: (888) 879-2121

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Handwritten: Emily Baker, E.M.C., Kelly K... Century 21 - com

Handwritten: E.M.C. 4/5

Century 21 Silva & Associates Company
 Port St Lucie, FL



Office: (772) 879-7473
 Mobile: (772) 618-5244
 Fax: (772) 879-2070

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Specializations: Realtor,

Handwritten: E.M.C., AM 4/5/2, A @ C 21 SILVA.COM

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Coldwell Banker Residential Real Estate Hobe Sound Company
 Hobe Sound, FL



Office: (772) 546-8686
 Fax: (772) 546-5336
 Toll Free: (800) 488-5425

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Specializations: Waterfront, Golf Course Co...

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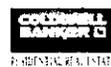


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Office: (772) 286-1300
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David Walsh & Associates Real Estate L.L.C

Company
Vero Beach, FL



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Fax: (772) 794-2839
Toll Free: (866) 448-5237

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Palm Beach Gardens, FL



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Mobile: (772)285-3603

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BOCA RATON, FL



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Stuart, FL

Office: (772) 283-2800

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Prudential Florida Realty Company

Port St. Lucie, FL

Office: (772) 871-7411

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Specializations: Real Estate, foreclosures, h...

RE/MAX Of Stuart Company

STUART, FL

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Fax: (772) 288-4620

Office: (800) 889-0917

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Sally EM: giss@glennschmidt.com
Specialist
Alen Schmitt - 4/5

Real Estate Solutions Today, Inc Company
 Port Saint Lucie, FL

Office: (772) 224-6636
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Specializations: Residential.

EM: Shique RA e
RESTODAY.net
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St Lucie West Realty LLC Company
 Port Saint Lucie, FL



Office: (772) 204-9965
 Fax: (772) 204-9964
 Toll Free: (800) 815-4194

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Specializations: PGA, Sellers and rentals, St...

EM: B @ Sharkey RE.com
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Toll Free: (800) 521-1921
 Office: (772) 286-1900
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Adam Brown
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~~Adams Homes Realty, Inc Company~~

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EM: BK @ allconnectrealty.com 4/5

Atlantic Winds Realty (Chris)
All Homes For Rent, Inc. Company
Port Saint Lucie, FL
Office: (800) 732-4707
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EM: [unclear] @ bellsouth.net 4/5

mail

American Dream Realty of PSL Company
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404.201.1234*

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Bonnie First Realty, Inc Company

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Office: (772) 335-2300
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Office: (772) 446-7433
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Buy Me Realty Company

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Port St Lucie, FL *by the 20 yrs*

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*EM: Gary Webb @
Comcast.net
Rental Co
3000 Colman
Very nice and
pricing per home sale, etc*

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Office: (772) 879-0519

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am a California
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Broker
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EM: David O'Kelly @ gmail.com
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Matt Herington
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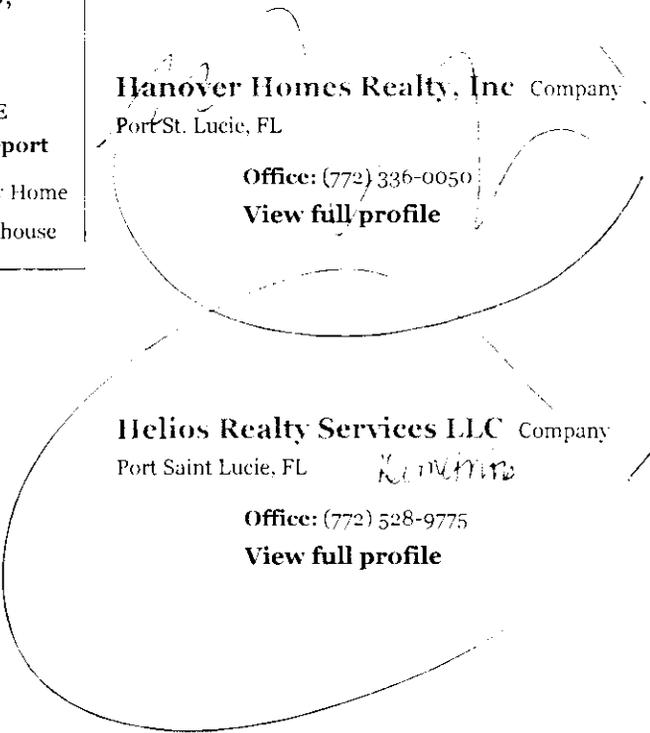
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ivanne.rose@ubarrealty.com

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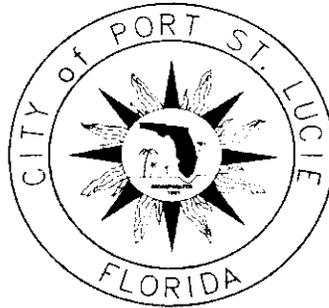
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RFP#20120049

Prepared By: Cheryl Shanaberger, MPA, CPPO
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E-mail: cheryls@cityofpsl.com

REQUEST FOR PROPOSAL

RFP #20120049 for a Licensed Realtor, to show, market, promote, and perform associated duties in order to sell or lease City properties, will be received in the Office of Management & Budget, of the City of Port St. Lucie, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, no later than 2:30:00 p.m. on April 17, 2012. Specifications are attached.

The City of Port St. Lucie is inviting Proposals from qualified firms interested in providing professional residential and commercial real estate broker services on an as needed basis.

All proposals must be received by the date and time specified above. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be accepted or considered. Late proposals will be returned to the Proposer unopened. It is the sole responsibility of the Proposer to ensure that his or her proposal reaches the Office of Management and Budget on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City of Port St. Lucie reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, to negotiate with any qualified Proposer(s), and to accept or reject all or any part of any proposal as it may deem to be in the best interest of the citizens of the City.

Cheryl Shanaberger
Deputy Director of
Office of Management & Budget

CAUTION

Submitters should take caution if United States mail or mail delivery services are used for the submission of proposals. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your response in adequate time to assure that it will arrive on the day prior to the closing date of this RFP.

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OVERVIEW

The City of Port St. Lucie, Florida solicits proposals from qualified and experienced realtors licensed to practice in the State of Florida for the purpose of professional residential and commercial real estate sale functions necessary for the sale or lease of various properties within the city limits of Port St. Lucie.

INTENT

It is the intent of the City to enter into a contract with a single Florida licensed real estate professional broker to market and sell or lease properties that may become surplus to the City from time to time. The City will select the Broker that will provide the best value to the City.

The services required by the City in connection with this request for proposals covers the entire spectrum of services customarily provided by residential and commercial real estate firms. These include but are not limited to the following:

- Competitive Market Analysis (CMAs)
- Conduct lease/rent market study
- Advertising Plan
- Promotion Venues
- Recommendation or repair, inspection or maintenance issues that are critical to the ability to lease the property
- Showing of properties
- Computer generated sales contracts
- Closing documents
- Developing strategies for sale of properties
- Negotiating with buyers on behalf of the City
- Coordinating real estate transaction during closing
- Property Listing and Sales Services
- Title work
- Conduct background checks, credit and reference checks on any tenants
- All customary activities and services associated with real estate transactions

Properties to be sold or leased during the term of the contract include, but are not limited to the following: See Attachment "A"

The City shall maintain the right to utilize other brokerage services for the sale or lease of identified properties or any other future properties.

The selected broker shall be expected to be familiar with and adhere to the requirements set out in the City Code that is located on City's web page at www.cityofpsl.com which governs the sale of City owned property.

The Contract period will be for twenty-four (24) months with an option for an additional twenty-four (24) month renewal. There is no guarantee as to the amount of services, labor, or properties that the City may provide during the term of the Contract.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

INQUIRIES

All questions related to this Request for Proposal must be directed to Cheryl Shanaberger in the Office of Management and Budget. She can be reached at (772) 871-7390, or by Fax at (772) 871-7337, or email "cheryls@cityofpsl.com". Questions shall be submitted in writing at least ten (10) days prior to the RFP opening/due date. To ensure fair consideration for all proposers, it must be clearly understood that Mrs. Shanaberger is the only individual who is authorized to represent the City during the bidding process. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the proposals (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

RESPONSES

Proposers are requested to submit the following information:

VERY IMPORTANT: All respondents shall submit their proposals in this same order.

- a) Completed Questionnaire
- b) Copies of Current Licenses & Current Insurance certificates
- c) Copies of certifications of Training
- d) Sample Sales Contract
- e) Sample Lease/Rent Contract
- f) W-9 form

- g) Proposers are required to submit one (1) unbound original proposal packet and five (5) copies of proposal packets. **DO NOT USE RINGED BINDERS OF ANY KIND.** All copies will be on 8 ½" x 11" plain white paper, typed or printed, and signed by the Proposer's contractually binding authority.

Responses must be received by the City, Office of Management & Budget, no later than 2:30:00 P.M. April 17, 2012. Mailing envelope shall be addressed to:

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Mailing envelope must be sealed and marked on the front with:

- Proposers Name & Address
- Proposal Number 20120049
- Proposal Title: Real Estate Broker Services
- Proposal Opening Date and Time: April 17, 2012 at 2:30:00 p.m.

TENTATIVE SCHEDULE

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Review and Selection Process:

April 3, 2012	Advertisement
April 17 at 2:30:00:00 p.m.	Proposals due
April 27, 2012 at 1:00 p.m.	Evaluation Committee*

Only if requested
May 14, 2012 Tentative

Q & A (if requested)
City Council Contract Approval

*Committee will meet in the Conference Room in the Office of Management & Budget.

EVALUATION AND AWARD

Responses will be scored in the following manner:

<u>CRITERION</u>	<u>MAXIMUM SCORE</u>
a) Qualifications of Proposer.....	20 points
b) Proposed Amount(s).....	25 points
c) Member of Multiple Listing Service (MLS).....	5 points
d) Real Estate Experience (years and type).....	30 points
e) Market Method	<u>20 points</u>
Total Maximum Points	100 points

1. GENERAL REQUIREMENTS

1.1 Request for Proposal - All requirements contained in the RFP are hereby incorporated in these specifications.

1.2 Cost of Preparation of Proposal - The City will not be responsible for any cost incurred by any Proposer in the preparation of his/her proposal

1.2.1 All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations.

1.3 Examination of Contract Documents - Proposers shall thoroughly examine these specifications and all other documents or other services referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Proposer to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the selected Proposer.

1.4 Qualifications - Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. References from three (3) past clients to which it has provided these types of services or with which it is under contract for such services presently and the names of agency representatives who may be contacted for references shall be furnished on the Reference Forms and returned with the proposal. DO NOT INCLUDE THE CITY OF PORT ST. LUCIE. References are subject to verification by the City and will be utilized as part of the evaluation process. Items to be furnished and submitted with proposal: Proposers performance history; list of licenses memberships and certifications pertaining to real estate profession; resume of experience and education of individual proposer; whether proposer is bondable, is a Notary, and any other information of qualifications. Proposer must have at least 2 years of realtor experience.

1.5 Award of Contract - The award of the contract, if it is awarded, will be to the most responsive, responsible Proposer(s) whose qualifications indicate the award will provide the best value to the City and whose proposal shall comply with the requirements of the Proposal Specifications. No award will be

made until all necessary investigations have been made into the responsibility of the Proposer and the City is satisfied that the Proposer is qualified to do the work.

1.5.1 Prices – Selected Proposer will receive payment for work performed based on a “per home sold” set amount as submitted from Proposer. There will be set prices requested for each task needed as determined by the City. No additional reimbursibles will be paid by the City.

1.5.2 Default - If the selected Proposer to whom a contract is awarded does not execute the contract and furnish the required insurance and other required documentation within **ten (10) days** of the date of Notice of Award, the Proposer may be considered in default and, at the City’s discretion, the City shall have the right to award the contract to an alternative Proposer.

1.6 Variances to Specifications - Proposers must indicate any variances to the Specifications. If variations and/or alternates are not stated in Proposer's reply, it shall be construed that the proposal fully conforms to the specifications.

1.7 OSHA Compliance - Proposers must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

1.8 Timeliness of Submittal - All proposals must be received by the date and time specified above. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. It is the sole responsibility of the Proposer to ensure that his/her proposal reaches the Office of Management and Budget located on the 3rd Floor, Suite 390, Building “A”, on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. **NOTE:** Responses by telephone, email, telegram or facsimile shall not be accepted.

1.8.1 Right to Reject -The City Council reserves the right to waive irregularities, reject and/or accept any and all proposals, in whole or in part, or take other such action as serves the best interests of the City.

1.8.2 Proposal Opening Extension - The City reserves the right to extend the proposal opening date when no responses or only one (1) response is received. The City will return the received response unopened.

1.8.3 Checklist - Proposers are requested to return the attached Checklist that is contained in the proposal package with the Proposer's Questionnaire.

1.9 Shipping Terms - Proposers shall quote F.O.B. Destination. (When submitting a price quote)

1.10 Payment Terms – As per closing statement or lease agreement

1.11 Execution of Contract - Selected Proposer will be required to execute a Standard City Contract within ten (10) days after notification by the City that contract is available and thereafter comply with the terms and conditions contained therein. No contract shall be considered binding upon the City until it has been properly executed.

NOTE: The selected Proposer will be required to accept the terms and conditions of the City's contract. If Proposer cannot accept these terms and conditions, do not submit a proposal.

1.12 Failure to Execute Contract - Failure on the part of the selected Proposer to execute the contract as required will be just cause for the annulment of the award.

1.13 Subcontracting or Assigning of the Contract - The selected Proposer shall not subcontract, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Proposer shall list all subcontractors and the work provided by the subcontractors on the Proposer's Questionnaire.

1.14 Time of Award - The City reserves the right to hold proposals and proposal guarantees for a period not to exceed 90 days after the date of the proposal opening stated in the Request for Proposal before awarding the contract. Contract award constitutes the date that City Council votes to approve the RFP award.

1.15 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a broker, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.15.1 Discrimination: - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not award or perform work as a broker, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.16 City's Public Relations Image - Selected Proposer's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the selected Proposer involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.17 Patent Fees, Royalties, and Licenses - If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.18 Tie Proposal Statement - In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Please submit the form that is enclosed with your proposal response if you have a drug-free workplace program.

1.19 Cooperative Purchasing Agreement - This proposal may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Proposer may agree to allow other public agencies the same items at the same terms and conditions as this proposal, during the period of time that this proposal is in effect. Each political entity will be responsible for execution of its own requirements with the selected Proposer.

1.20 Material Safety Data Sheets – (not applicable to this RFP).

1.21 Licenses/Permits - The selected Proposer shall be responsible for obtaining all licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.

1.21.1 Proposers must submit with their proposal, proof that they are licensed in the State of Florida and are certified with the City of Port St. Lucie to perform this type of work (contact the Building Department at 772-871-5132).

1.21.2 All Proposers are required to complete a **W-9 Taxpayer Identification Form** attached when award has been made and contracts are executed.

1.22 Familiarity with Laws - The selected Proposer is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Proposer will in no way relieve him from responsibility. Proposer will submit all proposals in compliance with the 28 C.F.R. § 35.151. This project is Federally funded and may require special records keeping and processes.

1.23 Damage to Property - The selected Proposer shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the selected Proposer, it shall be immediately restored to a condition equal or better to that existing before such damage or injury was done by selected Proposer, and at selected Proposers expense. The selected Proposer's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Mark Maintenance Center
(301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall be also protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

2. SPECIAL REQUIREMENTS

2.1 Implied Warranty of Merchantability - Not applicable to this RFP.

2.2 Warranty and Guarantee – Not applicable to this RFP.

2.3 Suspension of Work - Not applicable to this RFP.

2.4 Emergencies - Not applicable to this RFP.

2.5 Deductions - In the event the City deems it expedient to perform work which has not been done by the selected Proposer as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the selected Proposer as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the selected Proposer and/or deducted from payments due to the selected Proposer. Deductions thus made will not excuse selected Proposer from other damages and conditions contained in the Contract.

3. SPECIFIC REQUIREMENTS

3.1 Proposer's Questionnaire – Proposers are required to complete the Proposer's Questionnaire and submit it with their proposal package.

3.2 Sub-Contractors – Proposers shall list all sub-contractors on the Proposer's Questionnaire they intend to use. The City reserves the right to reject the successful Proposer's selection of sub-contractors. Failure to include this list shall be ample cause for rejection of RFP as non-responsive.

3.5 Scope of Work - All labor, services, transportation, equipment and incidentals are to be furnished by selected Proposer for real estate services required under the contract. No other reimbursable will be paid to the selected proposer by the City.

4. INSURANCE REQUIREMENTS – . INSURANCE REQUIREMENTS – Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage reflecting the minimum amounts and conditions required by the City as follows:

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Florida Statutes, Section 768.28 under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Bidder to insure that all

independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverage's outlined below shall apply on a primary and non-contributory basis.

4.1 Indemnification – The Bidder shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Bidder and all persons employed or utilized by the Bidder in the performance of the Contract. As consideration for this indemnity provision the Bidder shall be paid the sum of \$10.00 (ten dollars), which will be added, to the Contract price and paid prior to commencement of work.

4.2 Workers Compensation - The Bidder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

4.3 Business Auto Policy - The Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event, the Bidder does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Bidder to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

4.4 Commercial General Liability - Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insurer's clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

4.5 Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents for Contract #20120049**". The Certificate of Insurance and policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Bidder shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

4.6 Waiver of Subrogation -The bidder shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then bidder shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should bidder enter into such an agreement on a pre-loss basis.

4.7 Subcontractors - It shall be the responsibility of the Bidder to insure that all subcontractors comply with the same insurance requirements referenced above.

4.8 Product Liability - Contractor will be required to carry and show proof of Product Liability insurance with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

4.9 Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Bidder for any and all claims under this Contract.

4.10 Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty (30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract **#20120049-Real Estate Broker Services**.

4.11 Umbrella or Excess Liability - The Bidder may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the City shall be endorsed as an "Additional Insured."

4.12 Professional Liability - The selected bidder shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, City reserves the right, but not the obligation, to review and request a copy of Bidders most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder

warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for same shall be provided.

4.13 Right to Review - The City by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

5. ADDITIONAL INFORMATION

5.1 Brand Names – Not applicable to this RFP.

5.2 Collusion - The City reserves the right to disqualify proposals, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. Only one (1) proposal from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will be considered. Reasonable grounds for believing that a Proposer is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Proposers are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Proposers.

5.3 Withdrawal of Proposals - A Proposer may withdraw his proposal without prejudice to himself no later than the day and hour set in the "Request for Proposal" by communicating his purpose in writing to the City at the address given in the "Request for Proposal". When received, it will be returned to him unopened.

5.4 Proposal Information - For information concerning procedures for responding to this RFP, contact Cheryl Shanaberger at (772) 871-7390 or cheryls@cityofpsl.com . Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or RFP procedures will be transmitted only by addendum on DemandStar by Onvia.com. The Proposer, in turn, shall acknowledge receipt of the addendum on the Proposer's Questionnaire. It is the responsibility of the Proposer to receive any and all RFP information and documents. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the RFP, made or given prior to the RFP award. The Proposer is responsible for verifying they have received all RFP Addenda.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. The Office of Management & Budget takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package. The Proposer is responsible for verifying they have received all Proposal Addenda.

(Balance of page intentionally left blank)

(THIS IS A SAMPLE CONTRACT ONLY - DO NOT EXECUTE)

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of vendor, address*, Telephone No. () _____ Fax No. () _____, hereinafter called "Broker", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

As used herein the contract supervisor shall mean _____ or her designee.

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

Broker agrees to perform all work pursuant to this RFP #20100054 to provide professional residential and commercial real estate broker services on an as needed basis and all RFP specifications incorporated herein by this reference.

The services required by the City in connection with this request for proposals covers the entire spectrum of services customarily provided by residential and commercial real estate firms. These include but are not limited to the following:

- Competitive Market Analysis (CMAs)
- Conduct lease/rent market study
- Advertising Plan
- Promotion Venues
- Recommendation or repair, inspection or maintenance issues that are critical to the ability to lease the property
- Showing of properties
- Computer generated sales contracts
- Closing documents
- Developing strategies for sale of properties
- Negotiating with buyers on behalf of the City
- Coordinating real estate transaction during closing
- Property Listing and Sales Services
- Title work
- Conduct background checks, credit and reference checks on any tenants
- All customary activities and services associated with real estate transactions

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence ___TBD___ and terminate ___TBD___, a term of twenty-four (24) months with an option for one additional twenty-four (24) month renewal. In the event all work required in the proposal specifications has not been completed by the specified date, the Broker agrees to provide work as authorized by the Contract Supervisor until all work specified in the Request for Proposal has been rendered.

SECTION III COMPENSATION

The total amount to be paid by the City to the Broker is-_____. Payment will be disbursed in full upon completion of sale or lease.

The Broker shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

SECTION IV CONFORMANCE WITH PROPOSAL

It is understood that the services and/or work required herein are in accordance with the proposal made by the Broker pursuant to RFP reply submitted per each house or group of houses. All documents submitted by the Broker in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

The Broker agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Broker and persons employed or utilized by the Broker in the performance of the construction contract. As consideration for this indemnity provision the Broker shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Broker shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Broker are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Broker under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Broker shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent brokers and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

The Broker shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, City reserves the right, but not the obligation, to review and request a copy of Bidders most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for same shall be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, municipal corporation of the State of Florida, its officers, employees and agents, and Contract #20120049 for Real Estate Services shall be listed as additionally insured."** Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Broker shall be required,

upon receipt of thirty (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance.

The Broker shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Broker does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Broker to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Broker shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Broker shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Broker enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Broker to ensure that all subcontractors comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

All deductible amounts shall be paid for and be the responsibility of the Broker for any and all claims under this Contract.

The Broker may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Broker nor any subcontractor, supplier of services, laborer or other person shall file or maintain any lien for labor or services delivered in the performance of this contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion

time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

**SECTION VIII
COMPLIANCE WITH LAWS**

The Broker shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits and licenses required for the performance of the contract. All services furnished and work done are to comply with all local state and federal laws, NSP grant requirements and regulations.

**SECTION IX
CLEANING UP**

Not applicable to this contract.

**SECTION X
NOTICE OF PERFORMANCE**

When required services have been delivered and required work performed Broker shall submit a schedule of services in writing to the Contract Supervisor.

**SECTION XI
DELIVERY DOCUMENTATION**

Not applicable to this contract.

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

Not applicable to this contract.

**SECTION XIII
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract shall apply.

**SECTION XIV
LICENSING**

Broker warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Broker warrants that his license and certificates are current and will be maintained throughout the duration of the contract.

**SECTION XV
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI
ASSIGNMENT**

Broker shall not delegate or subcontract any part of the work under this contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

The City may terminate this contract with or without cause by giving the vendor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor shall discontinue all services in connection with the performance of this contract and shall proceed to cancel promptly all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate the City's obligations hereunder and no charges, penalties or other costs shall be due broker except for work timely completed.

**SECTION XVIII
LAW**

This contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this contract shall be in St. Lucie County, Florida.

**SECTION XIX
REIMBURSEMENT FOR INSPECTION**

Not applicable to this contract.

**SECTION XX
APPROPRIATION APPROVAL**

The Broker acknowledges that this contract is subject to approval by City Council of budget appropriation for the contract period beyond September 30th of each year. The Broker agrees that, in the event such appropriation is not forthcoming, this contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

**SECTION XXI
RENEWAL OPTION**

The Contract period will be for twenty-four (24) months with an option for one (1) additional twenty-four (24) month periods. *There is no guarantee as to the amount of services or labor that the City may purchase during the term of the Contract.*

NOTE: Broker may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the contract period.

**SECTION XXII
ENTIRE AGREEMENT**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this contract or contract documents.

(Balance of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 20__.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(seal)

PROPOSER'S QUESTIONNAIRE

RFP #20120049

Real Estate Services

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____ day of _____, 2012.

Name of Organization / Proposer

By: _____
Name and Title

(If more space is needed, please attach additional sheets.)

1. Corporation, Partnership, Joint Venture, Individual or other?

2. Firm's name and main office address, telephone and fax number, e-mail:

3. Give the names of the person who will be authorized to make decisions and speak as a representative of the Proposer, their titles, addresses and telephone and facsimile numbers.

4. Firm's previous names (if any).

5. How many years has your organization or individual been in real estate business and locations?
Years: _____ Location(s): _____
Licenses: _____ Certifications: _____

6. Names of personnel (if other than Proposer) that will be performing requested realtor services/work:

7. Proposer sale & lease history?
Date Commercial/Residential Sq ft Location Sale price Annual lease Listing Date

This is a word document as lines as needed.

8. List training/education of Proposer and Proposer staff that will be assigned to this project:

9. Provide market and advertising methods.

This is a word document as lines as needed

10. List knowledge of public real estate records that will be used by your firm.
 11. List method use for rent/lease assessment
 12. Method used for background checks.
 13. List marketing strategies used for lease properties
 14. List marketing strategies used for properties for sale
 15. Broker agrees to abide by the terms and conditions of the City Contract.

 Signature

 Title

16. ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

17. Proposed cost schedule:

Please enter here proposed schedule of costs that is being proposed by this submittal or percentage of the NET value (after all expenses) of the lease or sale that your firm will charge for the services that you will be providing. The City will not enter into an open-ended contract. This would be a one-time fee percentage of the new value of the lease or value of the net sale to the City.

Service	Fee
Sale	_____ % Net value
Lease	_____ % Net Value

Additional Services	Rate
_____	_____
_____	_____

This is a word document as lines as needed.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute Section 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

CHECKLIST
RFP #20120049
Real Estate Services

Name of Proposer: _____

This checklist is provided to assist Proposers in the preparation of their proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their proposal response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

_____ Mailing envelope has been addressed to:

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

_____ Mailing envelope must be sealed and marked on the front with:

- Proposers Name and Address
- Proposal Number
- Proposal Title
- Proposal Opening Date and Time
-

_____ Drug-Free Workplace Form

_____ Each Proposal Addendum (when issued) is acknowledged.

_____ Copy of Insurance Certificates in accordance with Section #4

_____ Proposer's Questionnaire

_____ Copy of valid real estate license(s) for the State of Florida

_____ Copies of any realtor professional certifications for training

_____ Sample Sale and Lease Contract

_____ List of subcontractors, if used.

_____ Have reviewed the Contract and accept all City Terms and Conditions

_____ W-9 form

_____ One (1) unbound original proposal packet and five (5) copied proposal packets. **DO NOT USE RINGED BINDERS OF ANY KIND.**

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

Site: 44 PORT ST. LUCIE POLICE DEPARTMENT
 834401 WESTERN REGIONAL POLICE SUBSTATION
Building: 2950 ROSSER ROAD
 PORT SAINT LUCI, FL 34953

Department: 00 NONE 100.00%

Year Built: 12/01/2005

Year Acquired: 01/01/2005

No. of Stories: 1

Square Footage: 21451

Basement: No

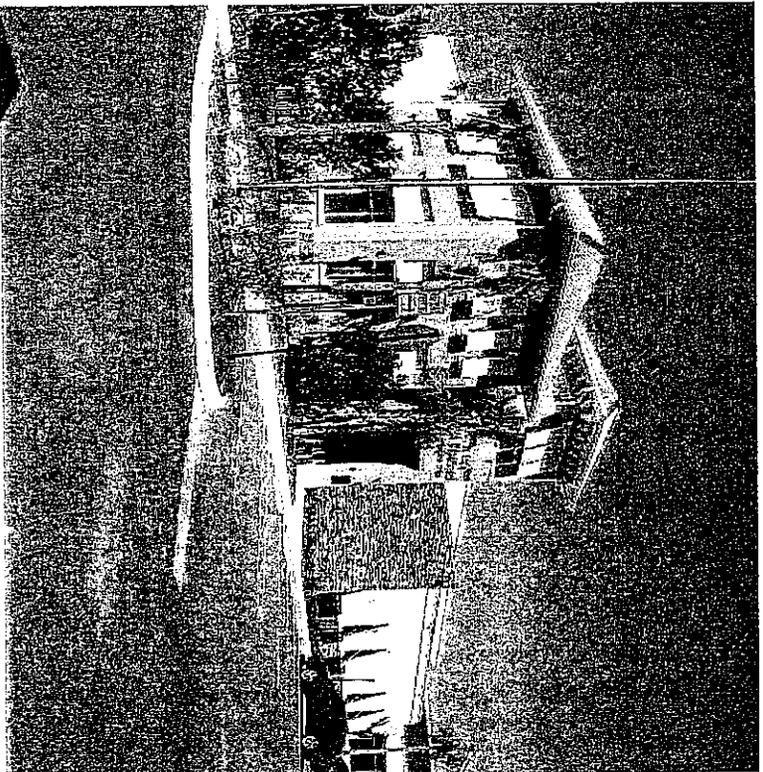
Adds/Renovations: No

Occupancy: GPS Police Station

Frame Type: ST Steel

ISO Class: 4 MASONRY NON COMBUST

Fire Protection: FAA FIRE ALARM - AUTOMATIC
 FAM FIRE ALARM - MANUAL
 IS INTRUSION SYSTEM
 SS SPRINKLER SYSTEM



General Building Characteristics

Exterior Walls: STUCCO ON MASONRY

Roofing: METAL, BUILT-UP TAR & GRAVEL

Foundation: CONCRETE SLAB ON GROUND

Floor Finish: CARPETTING, CERAMIC TILE

Ceiling Finish: ACOUSTICAL

Partitions: ELECTRICAL, PLUMBING, HEATING, AIR CONDITIONING - CENTRAL,

Services: CONCRETE BLOCK, DRYWALL/STUDS

Features: ,

<u>Valuation</u>	<u>Replacement Cost New:</u>	<u>Exclusion Amount:</u>	<u>Replacement Cost Less Exclusions:</u>
Conclusions (Estimated)			
Construction	3,200,100.00	192,006.00	3,008,094.00
Contents	836,400.00	0.00	836,400.00
Total Insurable Value			3,844,494.00

Attachment A

Site: 44 PORT ST. LUCIE POLICE DEPARTMENT
Building: 834402 GENERATOR ENCLOSURE
 2950 ROSSER ROAD
 PORT SAINT LUCI, FL 34953

Department: 00 NONE 100.00%

Year Built: 12/01/2005

Year Acquired: 01/01/2005

No. of Stories: 1

Square Footage: 280

Basement: No

Adds/Renovations: No

Occupancy: GSB3 Storage Bldg - Block

Frame Type: JM Joisted Masonry

ISO Class: 2 JOISTED MASONRY

Fire Protection: X NONE

General Building Characteristics

Exterior Walls: STUCCO ON MASONRY

Roofing: NOT APPLICABLE

Foundations: CONCRETE SLAB ON GROUND

Floor Finish: NONE

Ceiling Finish: NONE

Partitions: ELECTRICAL

Services: NONE

Features: ,



Valuation	Replacement Cost	Exclusion Amount:	Replacement Cost
Conclusions (Estimated)	New:	Amount:	Less Exclusions:
Construction	11,200.00	604.80	10,595.20
Contents	103,000.00	0.00	103,000.00
Total Insurable Value			113,595.20

CITY OF PORT SAINT LUCIE
Building Detail Report

Entity: 83 CITY OF PORT ST. LUCIE
 Site: 44 PORT ST. LUCIE POLICE DEPARTMENT
 Building: 01 WESTERN REGIONAL POLICE SUBSTATION
 2950 ROSSER ROAD
 PORT SAINT LUCIE, FL 34953

Department: 00 NOT USED
 Built / Acquired: 2005 / 2005 Inspection Date: 03/08/2012
 Nbr. of Stories: 2 Total Square Feet: 21,451
 Basement: NO Bsmt Square Feet:
 Flood Zone: X Adds/Renovations: NO
 Occupancy: GPS POLICE STATION
 Frame Type: ST STEEL
 ISO Class: 4 MASONRY NON COMBUSTIBLE
 GPS Lat & Long: 27°15.366N 080°24.018W
 Fire Protection: SPRINKLER SYSTEM FIRE ALARM - AUTOMATIC
 FIRE ALARM - MANUAL INTRUSION SYSTEM

GENERAL BUILDING CHARACTERISTICS

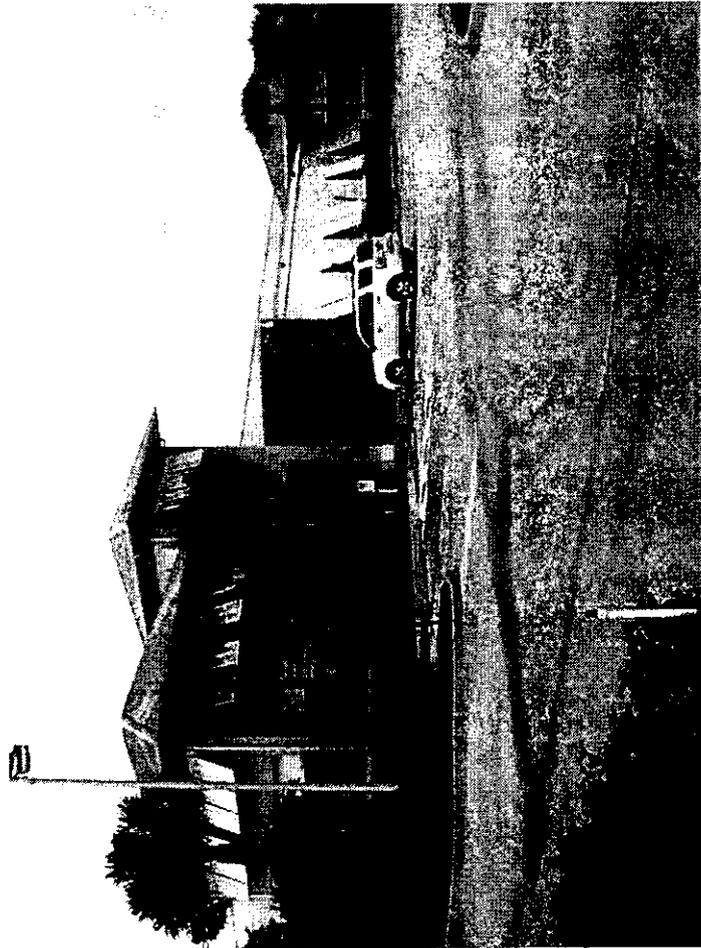
Exterior Walls: TILT-UP CONCRETE PANEL,
 Roofing: METAL - 15%, SINGLE MEMBRANE - 85%
 Pitch & Shape: FLAT-85%, LOW-15%, FLAT-85%, HIP-15%
 Foundation: CONCRETE FOUNDATION WALLS, CONCRETE SLAB ON GROUND
 Floor Finish: CARPETING, CERAMIC TILE
 Ceiling Finish: ACOUSTICAL,
 Partitions: CONCRETE BLOCK, DRYWALL/STUDS
 Miscellaneous: Misc1 - P= N/A, Misc2 - W=10 FT

SERVICES

ELECTRICAL
 PLUMBING
 HEATING - ROOF TOP
 AIR CONDITIONING - ROOF TOP

FEATURES
 KEY CARD SECURITY SYSTEM
 EMERGENCY GENERATOR
 ROOF YEAR - 2005 - 100%
 ROOF STRAPS - YES
 ELECTRICAL UPGRADE - NO
 PLUMBING UPGRADE - NO
 HVAC UPGRADE - NO

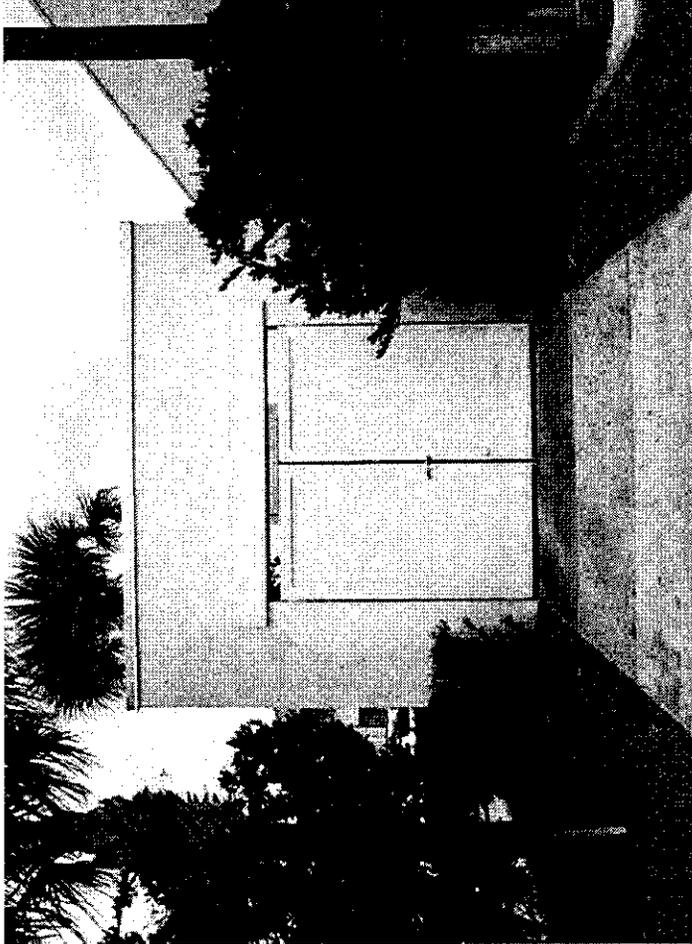
NOTES



VALUATION CONCLUSIONS

Replacement Cost New: 3,246,500
 Exclusion Amount: 194,840
 Replacement Cost Less Exclusions: 3,051,660
 Contents Value: 1,055,600
 Property In The Open: 134,700
 Total Insurable Replacement Cost: 4,241,960

Entity: 83 CITY OF PORT ST. LUCIE
 Site: 44 PORT ST. LUCIE POLICE DEPARTMENT
 Building: 02 GENERATOR ENCLOSURE
 2950 ROSSER ROAD
 PORT SAINT LUCIE, FL 34953
 Department: 00 NOT USED
 Built / Acquired: 2005 / 2005 Inspection Date: 03/08/2012
 Nbr. of Stories: 1 Total Square Feet: 280
 Basement: NO Bsmt Square Feet:
 Flood Zone: X Adds/Renovations: NO
 Occupancy: GSB3 STORAGE BLDG - BLOCK
 Frame Type: JM JOISTED MASONRY
 ISO Class: 2 JOISTED MASONRY
 GPS Lat & Long: 27°15.366N 080°24.018W
 Fire Protection: NONE



GENERAL BUILDING CHARACTERISTICS

Exterior Walls: STUCCO ON MASONRY,
 Roofing: NONE,
 Pitch & Shape: NONE, NONE
 Foundation: CONCRETE SLAB ON GROUND,
 Floor Finish: NONE,
 Ceiling Finish: NONE,
 Partitions: NONE,
 Miscellaneous:
SERVICES
 ELECTRICAL

FEATURES
 EMERGENCY GENERATOR (200 KW)

VALUATION CONCLUSIONS

Replacement Cost New: 12,000
 Exclusion Amount: 640
 Replacement Cost Less Exclusions: 11,360
 Contents Value: 95,000
 Property In The Open: 0
 Total Insurable Replacement Cost: 106,360

NOTES

MEMORANDUM

DATE: 3/29/2012

TO: Departments

FROM: Cheryl Shanaberger, OMB

SUBJECT: RFP 20120049 Real Estate Services

Date Needed by: ASAP

Attached for your review are the "draft" documents that have been prepared for the above Contract Amendment. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

DEPARTMENT has reviewed standard specifications and standard contract documents and approved:

(With Changes Without Changes)

Comments on page 4+5; also,

(Pending Changes Listed)

3/29/12

(Date)

will they be bidding on the Commission?

LEGAL has reviewed standard specifications and standard contract documents and approved:

(With Changes Without Changes)

(Pending Changes Listed)

(Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:

(With Changes Without Changes)

(Pending Changes Listed)

(Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:

(With Changes Without Changes)

(Pending Changes Listed)

(Date)

RECEIVED

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

MAR 29 2012

OMB Confirmation: _____

City Manager's Office

(Date)

OVERVIEW

The City of Port St. Lucie, Florida solicits proposals from qualified and experienced realtors licensed to practice in the State of Florida for the purpose of professional residential and commercial real estate sales functions necessary for to sale of lease various properties within the city limits of Port St. Lucie.

INTENT

the M V of

It is the intent of the City to enter into a contract with a single Florida licensed real estate professional broker to market and sell or lease properties that may become surplus to the City from time to time. The City will select the Broker that will provide the best value to the City.

The services required by the City in connection with this request for proposals covers the entire spectrum of services customarily provided by residential and commercial real estate firms. These include but are not limited to the following:

- Competitive Market Analysis (CMAs)
- Conduct lease/rent market study
- Advertising Plan
- Promotion Venues
- Recommendation or repair, inspection or maintenance issues that are critical to the ability to lease the property
- Showing of properties
- Computer generated sales contracts
- Closing documents
- Developing strategies for sale of properties
- Negotiating with buyers on behalf of the City
- Coordinating real estate transaction during closing
- Property Listing and Sales Services
- Title work
- Conduct background checks, credit and reference checks on any tenants
- All customary activities and services associated with real estate transactions

Properties to be sold or leased during the termof the contract include, but are not limited to the following: See Attachment "A"

The City shall maintain the right to utilize other brokerage services for the sale or lease of identified properties or any other future properties.

The selected broker shall be expected to be familiar with and adhere to the requirements set out in the City Code that is located on City's web page at www.cityofpsl.com which governs the sale of City owned property.

The Contract period will be for twenty-four (24) months with an option for and additional twenty-four (24) month renewal. There is no guarantec as to the amount of services, labor, or properties that the City may provide during the term of the Contract.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

INQUIRIES

All questions related to this Request for Proposal must be directed to Cheryl Shanaberger in the Office of Management and Budget. She can be reached at (772) 871-7390, or by Fax at (772) 871-7337, or email "cheryls@cityofpsl.com". Questions shall be submitted in writing at least ten (10) days prior to the RFP opening/due date. To ensure fair consideration for all proposers, it must be clearly understood that Mrs. Shanaberger is the only individual who is authorized to represent the City during the bidding process. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the proposals (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

RESPONSES

Proposers are requested to submit the following information:

VERY IMPORTANT: All respondents shall submit their proposals in this same order.

- a) Completed Questionnaire
- b) Copies of Current Licenses & Current Insurance certificates
- c) Copies of certifications of Training
- d) Sample Sales Contract
- e) Sample Lease/Rent Contract
- f) W-9 form

g) Proposers are required to submit one (1) unbound original proposal packet and five (5) copies of proposal packets. **DO NOT USE RINGED BINDERS OF ANY KIND.** All copies will be on 8 ½" x 11" plain white paper, typed or printed, and signed by the Proposer's contractually binding authority.

Responses must be received by the City, Office of Management & Budget, no later than 2:30:00 P.M. _____ 2012. Mailing envelope shall be addressed to:

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Mailing envelope must be sealed and marked on the front with:

- Proposers Name & Address
- Proposal Number 20120049
- Proposal Title: Real Estate Services
- Proposal Opening Date and Time: _____ 2012 at 2:30:00 p.m.

TENTATIVE SCHEDULE

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Review and Selection Process:

	Advertisement
at 10:30 A.M.	Pre-proposal Meeting
at 2:30:00:00 p.m.	Proposals due

*What is tentative?
please follow*

4.5 Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents for Contract #20120049**". The Certificate of Insurance and policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Bidder shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

4.6 Waiver of Subrogation - The bidder shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then bidder shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should bidder enter into such an agreement on a pre-loss basis.

4.7 Subcontractors - It shall be the responsibility of the Bidder to insure that all subcontractors comply with the same insurance requirements referenced above.

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4.11 Umbrella or Excess Liability - The Bidder may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the City shall be endorsed as an "Additional Insured."

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MEMORANDUM

DATE: 3/29/2012

TO: Departments

FROM: Cheryl Shanaberger, OMB

SUBJECT: RFP 20120049 Real Estate Services

Date Needed by: ASAP

Attached for your review are the "draft" documents that have been prepared for the above Contract Amendment. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

DEPARTMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed)

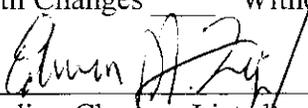
(Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes)



(Pending Changes Listed)

3/30/2012
(Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: _____

(Date)

MEMORANDUM

DATE: 3/29/2012

TO: Departments

FROM: Cheryl Shanaberger, OMB

SUBJECT: RFP 20120049 Real Estate Services

Date Needed by: ASAP

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(With Changes Without Changes)

(Pending Changes Listed)

3-30-12

(Date)

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(With Changes Without Changes)

(Pending Changes Listed)

(Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: _____

(Date)

independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverage's outlined below shall apply on a primary and non-contributory basis.

4.1 Indemnification – The Bidder shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Bidder and all persons employed or utilized by the Bidder in the performance of the Contract. As consideration for this indemnity provision the Bidder shall be paid the sum of \$10.00 (ten dollars), which will be added, to the Contract price and paid prior to commencement of work.

4.2 Workers Compensation - The Bidder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers’ Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers’ Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

4.3 Business Auto Policy - The Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event, the Bidder does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Bidder to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

4.4 Commercial General Liability - Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insurer’s clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

4.5 Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents for Contract #20120049**". The Certificate of Insurance and policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Bidder shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

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Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

CG 2026

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for ~~Completed Operations~~ (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. ~~Products and Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract.~~ Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. ~~Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed.~~ Coverage shall extend to independent brokers and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. ~~There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.~~

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AC 1116
Just 741
inserted
THIS increase
three year
Not a
"Dollor"
could something
 happen

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, municipal corporation of the State of Florida, its officers, employees and agents, and Contract #20120049 for Real Estate Services shall be listed as additionally insured."** Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Broker shall be required,

MEMORANDUM

DATE: 3/29/2012

TO: Departments

FROM: Cheryl Shanaberger, OMB

3/29/2012

SUBJECT: RFP 20120049 Real Estate Services

Date Needed by: ASAP

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Thank you.

DEPARTMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:
(With Changes S/S Without Changes _____)

Is Realtor Leasing/ selling only one bldg?

4/5/12

(Pending Changes Listed)

(Is Attachment A just an example?)

(Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

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OMB Confirmation: _____

(Date)

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OVERVIEW

The City of Port St. Lucie, Florida solicits proposals from qualified and experienced realtors licensed to practice in the State of Florida for the purpose of professional residential and commercial real estate sales functions necessary for to sale of lease various properties within the city limits of Port St. Lucie.

INTENT

It is the intent of the City to enter into a contract with a single Florida licensed real estate professional broker to market and sell or lease properties that may become surplus to the City from time to time. The City will select the Broker that will provide the best value to the City.

The services required by the City in connection with this request for proposals covers the entire spectrum of services customarily provided by residential and commercial real estate firms. These include but are not limited to the following:

- Competitive Market Analysis (CMAs)
- Conduct lease/rent market study
- Advertising Plan
- Promotion Venues
- Recommendation or repair, inspection or maintenance issues that are critical to the ability to lease the property
- Showing of properties
- Computer generated sales contracts
- Closing documents
- Developing strategies for sale of properties
- Negotiating with buyers on behalf of the City
- Coordinating real estate transaction during closing
- Property Listing and Sales Services
- Title work
- Conduct background checks, credit and reference checks on any tenants
- All customary activities and services associated with real estate transactions

Properties to be sold or leased during the term^{of} the contract include, but are not limited to the following: See Attachment "A"

The City shall maintain the right to utilize other brokerage services for the sale or lease of identified properties or any other future properties.

The selected broker shall be expected to be familiar with and adhere to the requirements set out in the City Code that is located on City's web page at www.cityofpsl.com which governs the sale of City owned property.

The Contract period will be for twenty-four (24) months with an option for ~~an~~ additional twenty-four (24) month renewal. There is no guarantee as to the amount of services, labor, or properties that the City may provide during the term of the Contract.

NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

INQUIRIES

(RFP)

All questions related to this Request for Proposal must be directed to Cheryl Shanaberger in the Office of Management and Budget. She can be reached at (772) 871-7390, or by Fax at (772) 871-7337, or email "cheryls@cityofpsl.com". Questions shall be submitted in writing at least ten (10) days prior to the RFP opening/due date. To ensure fair consideration for all proposers, it must be clearly understood that Mrs. Shanaberger is the only individual who is authorized to represent the City during the bidding process. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the proposals (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

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Proposers are requested to submit the following information:

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121 SW Port St. Lucie Boulevard
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- Proposers Name & Address
- Proposal Number 20120049
- Proposal Title: Real Estate Services
- Proposal Opening Date and Time: _____ 2012 at 2:30:00 p.m.

TENTATIVE SCHEDULE

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Review and Selection Process:

	Advertisement
at 10:30 A.M.	Pre-proposal Meeting
at 2:30:00:00 p.m.	Proposals due

NOTE: The selected Proposer will be required to accept the terms and conditions of the City's contract. If Proposer cannot accept these terms and conditions, do not submit a proposal.

Proposer should

1.12 Failure to Execute Contract - Failure on the part of the selected Proposer to execute the contract as required will be just cause for the annulment of the award.

1.13 Subcontracting or Assigning of the Contract - The selected Proposer shall not subcontract, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Proposer shall list all subcontractors and the work provided by the subcontractors on the Proposer's Questionnaire.

1.14 Time of Award - The City reserves the right to hold proposals and proposal guarantees for a period not to exceed 90 days after the date of the proposal opening stated in the Request for Proposal before awarding the contract. Contract award constitutes the date that City Council votes to approve the RFP award.

1.15 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a broker, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.15.1 Discrimination: - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not award or perform work as a broker, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.16 City's Public Relations Image - Selected Proposer's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the selected Proposer involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.17 Patent Fees, Royalties, and Licenses - If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.18 Tie Proposal Statement - In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Please submit the form that is enclosed with your proposal response if you have a drug-free workplace program.

(THIS IS A SAMPLE CONTRACT ONLY - DO NOT EXECUTE)

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of vendor, address, Telephone No. () _____ Fax No. () _____* hereinafter called "Broker", party of the second part.

↳ are we getting a broker or a retailer

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

As used herein the contract supervisor shall mean _____ or her designee.

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

Broker agrees to perform all work pursuant to this RFP #20100054 *(to provide professional residential and commercial real estate broker services on an as needed basis and all RFP specifications incorporated herein by this reference. and Attachment "A")* *↳ is that right?*

The services required by the City in connection with this request for proposals covers the entire spectrum of services customarily provided by residential and commercial real estate firms. These include but are not limited to the following:

- Competitive Market Analysis (CMAs)
- Conduct lease/rent market study
- Advertising Plan
- Promotion Venues
- Recommendation or repair, inspection or maintenance issues that are critical to the ability to lease the property
- Showing of properties
- Computer generated sales contracts
- Closing documents
- Developing strategies for sale of properties
- Negotiating with buyers on behalf of the City
- Coordinating real estate transaction during closing
- Property Listing and Sales Services
- Title work
- Conduct background checks, credit and reference checks on any tenants
- All customary activities and services associated with real estate transactions

**SECTION II
TIME OF PERFORMANCE**

**SECTION XV
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI
ASSIGNMENT**

Broker shall not delegate or subcontract any part of the work under this contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

indent
→ The City may terminate this contract with or without cause by giving the vendor thirty (30) days notice in writing. Upon delivery of said notice ~~and upon expiration of the thirty (30) day period~~, the vendor shall discontinue all services in connection with the performance of this contract and shall proceed to cancel promptly all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate the City's obligations hereunder and no charges, penalties or other costs shall be due broker except for work timely completed. *All of vendors duties and obligations are*

SECTION XVIII *terminated on the 30th day, and the*
LAW *(City is not responsible thereafter)*

This contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this contract shall be in St. Lucie County, Florida.

**SECTION XIX
REIMBURSEMENT FOR INSPECTION**

Not applicable to this contract.

**SECTION XX
APPROPRIATION APPROVAL**

The Broker acknowledges that this contract is subject to approval by City Council of budget appropriation for the contract period beyond September 30th of each year. The Broker agrees that, in the event such appropriation is not forthcoming, this contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

**SECTION XXI
RENEWAL OPTION**

The Contract period will be for twenty-four (24) months with an option for one (1) additional twenty-four (24) month period. *There is no guarantee as to the amount of services or labor that the City may purchase during the term of the Contract.*

NOTE: Broker may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the contract period.

**SECTION XXII
ENTIRE AGREEMENT**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this contract or contract documents.

(Balance of page intentionally left blank.)

MEMORANDUM

DATE: 3/27/2012

TO: Departments

FROM: Cheryl Shanaberger, OMB

SUBJECT: RFP 20120049 Real Estate Services

Date Needed by: ASAP

Attached for your review are the "draft" documents that have been prepared for the above Contract Amendment. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

Cheryl Shanaberger

DEPARTMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes ____ Without Changes ____)

(Pending Changes Listed)

(Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:
(With Changes ____ Without Changes ____)

(Pending Changes Listed)

(Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes ____ Without Changes ____)

(Pending Changes Listed)

(Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes ____ Without Changes ____)

(Pending Changes Listed)

(Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: _____

(Date)

BID REQUEST /SB/ RFP REQUEST

Department: 411195 Department Technical Specialist: N/A Extension: _____

Item/Description of Work Summary: Self or lease Rissier Rd PD Station Real estate Broker Services

Technical Specifications Attached: Yes No (must be submitted electronically in word or excel)

Technical documents must be in word in one file. no logos N/A

Bid Reply. must be in excel and a separate file, no logos N/A

Plans may be PDF but must be in one file, dated and numbered consecutively. N/A

Date plans received approval by City Building Department N/A

Replacement: Yes No Budgeted Amount: _____ Any grant funds being used no

If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project

Suggested Bidders (Use separate sheet if necessary): These will be added to DemandStar broadcast list.

Bidder Name	Address	Fax Number	Contact Person
<u>SLC</u>			
<u>Southcoast</u>			

Reason for purchase or service:

If digging or trenching is required what is the depth? N/A

If work is in water, what is the depth? N/A Is the water navigable? N/A

If this is a building, how many stories? N/A

[Signature]
 Department Head Approval

3/28/12
 Date