

**CITY OF FORT WALTON BEACH
REQUEST FOR QUALIFICATIONS
RFQ #17-010**

**Continuing Professional Real Estate Broker Services for the
City of Fort Walton Beach, FL**



Issued By:

Purchasing Division
105 Miracle Strip Parkway SW
Fort Walton Beach, Florida 32548
(850) 833-9523
Fax (850) 833-9643
Website: <http://www.fwb.org>

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Responses Due: June 8, 2017

TABLE OF CONTENTS

SECTION	PAGE
Table of Contents	2 - 3
1.0 Request for Qualifications Submission Deadline	4 - 5
1.1 Introduction.....	4
1.2 Background & Intent.....	4
1.3 Scope of Services	4
1.4 Qualifications Required	5
1.5 Fee Schedule	5
1.6 Term Of Contract.....	5
2.0 Submission Requirements	6 - 7
2.1 Format	6
2.2 Minimum Qualifications	7
3.0 References	7
4.0 Evaluation Process	7 - 8
4.1 Criteria	7
4.2 Evaluation Committee	7 - 8
4.3 Presentations	8
4.4 Point of Contact During Evaluation Process	8
5.0 Submission Of Statement of Qualifications	8 - 9
5.1 Responsibility for Knowledge of Addenda.....	9
5.2 RFQ Submissions	9
5.3 Point of Contact for Submissions	9
5.4 Submissions Envelope Label	9
6.0 Prohibition Of Communication	10
6.1 Questions.....	10
6.2 Restrictions	10
7.0 General Conditions Of Proposals	10
7.1 Late Proposals.....	10
7.2 Completeness	10
7.3 Public Opening.....	10
8.0 Terms & Conditions Of Contract.....	11 - 15
8.1 Contract Required	10
8.2 Independent Contractor Status; Indemnity	10
8.3 Copyrighted, Confidential Information	11
8.4 Time is of the Essence	11
8.5 Assignment	11
8.6 Termination For Convenience	11
8.7 Termination For Default	11
8.8 Public Records	11 - 12
8.8 Execution Of Agreement	12 - 13

9.0 Right To Audit Records 13

10.0 Fiscal Year Funding Appropriation..... 13

10.1 Specified Period 13

10.2 Cancellation Due To Unavailability Of Funds 13

11.0 Proposer’s Certification Form..... 13

12.0 Public Entity Crimes Form 13

13.0 Florida Prompt Payment Act..... 13 - 14

13.1 Proper Invoice 14

13.2 Delivery Of Invoice 14

13.3 Delivery Acceptance Required 14

13.4 Invoice Dispute Procedure 14

14.0 Proposer’s Warranty 14

15.0 Insurance / Performance Bonds 14

16.0 Drug-Free Workplace Certification 14

17.0 Americans with Disabilities Act..... 14

18.0 Purchase Contracts with Other Government Agencies 15

19.0 Insurance 15

19.1 Workers Compensation..... 15

19.2 Commercial General Liability 15

19.3 Commercial Automobile Liability 15

19.4 Professional Liability 15

20.0 Standard Forms 16 - 21

20.1 Attachment A: Proposer’s Certification 16

20.2 Attachment B: Addendum Page 17

20.3 Attachment C: Drug Free Workplace Form..... 18

20.4 Attachment D: Public Entity Crime Form 19 - 21

21.0 Additional Information – Documents Posted Separately 22

- Appendix A: Full List of City Owned Properties
- Appendix B: List of Properties Leased by the City
- Appendix C: List of Properties Leased from the City
- Appendix D: Map of City Properties

22.0 Notice To Proposers 23

SECTION 1.0 REQUEST FOR QUALIFICATIONS
DEADLINE: JUNE 8, 2017

1.1 **INTRODUCTION:** The City of Fort Walton Beach is seeking professional real estate broker services to provide real estate services for City owned property and facilities.

1.1.1 It is the intent of this RFQ to have the successful broker/firm enter into a Professional Services Contract with the City to supply real estate services as outlined herein.

1.1.2 The City of Fort Walton Beach may enter into a contract with more than one firm, if it is found to be in the best interest of the City, or if one firm cannot provide all required services. The City is willing to consider alternate proposals, specifically in the instance that your firm/broker cannot provide all of the services requested herein.

1.2 **BACKGROUND:** The City of Fort Walton Beach owns and acts as Lessor to real property assets used for diverse public purposes, including vacant land.

1.2.1 The City currently acts as Lessor to several properties. The complete list of these leases can be found in Exhibit B. The leases are for varying amounts and have different expiration dates. The City is interested in reevaluating these leases for best use and market value leasing abilities.

1.2.2 See EXHIBIT A for the full list of City Owned Properties

1.2.3 See EXHIBIT B for the list of Properties Leased by the City

1.2.4 See EXHIBIT C for the list of Properties Leased from the City

1.2.4 See EXHIBIT D for the Map of City properties listed

1.3 **SCOPE OF SERVICES** - The successful firm shall agree to contract with the City to provide the following:

1.3.1 Lease negotiation & administration services

1.3.2 Property sales transactions

1.3.3 Market analysis & evaluation services

1.3.4 Develop strategies for sale and/or lease of properties

1.3.5 Negotiate with buyers or lessees on behalf of the City

1.3.6 Coordinate real estate appraisals

1.3.7 Coordinate real estate transaction closings

1.3.8 Handle all other customary activities and services associated with real estate transactions

1.3.9 Services may include consultation with City staff and City Council members relating to the sale and/or lease of real estate. Presentations at public meetings may be required.

1.4 **QUALIFICATIONS REQUIRED:** Respondents to this RFQ shall have the following qualifications:

- 1.4.1 Must be currently licensed and in good standing with the State of Florida.
- 1.4.2 Must provide excellent references reflecting in-depth knowledge and professionalism & integrity in the commercial real estate community.
- 1.4.3 Must be knowledgeable in the local real estate market and have experience with small and large commercial and residential properties.
- 1.4.4 Must be knowledgeable in the use of all public real estate records.
- 1.4.5 **The applicant shall be a real estate broker and must have held a broker's license for a minimum of eight years.**
- 1.4.6 Must maintain an office that complies with state statutes and the rules of the Florida Real Estate Commission.
- 1.4.7 Must be a member of the local Multiple Listing Services (MLS), and state a willingness to offer City properties available to other brokers through the local, state & National MLS.

1.5 **FEE SCHEDULE*** - The proposed fee schedule shall include the following items:

- 1.5.1 State your commission rate for listing & selling of properties
- 1.5.2 State your contract rate for managing the leasing of properties
- 1.5.3 State your fee for evaluation of properties
- 1.5.4 State any other costs the City may anticipate relating to the real estate services to be provided

*Please note that payments to the successful contractor will be based on actual services received.

1.6 **TERM OF CONTRACT:** The contract period for the successful broker/firm will be for a 3-year period from date of award. The contract may be renewed for two (2) additional one-year terms upon satisfactory performance by the broker/firm and at a negotiated rate agreed to in writing by both the broker/firm and the City of Fort Walton Beach.

This Section left intentionally blank.

2.0 SUBMISSION REQUIREMENTS - Only those firms or individuals submitting letters of interest and statements of qualifications which meet the requirements herein specified will be considered regardless of past contracts with the City of Fort Walton Beach.

2.1 **FORMAT:** Statement of Qualifications should include the following:

- 2.1.1 Cover letter which shall include name of firm, address and telephone numbers as well as a primary contact with phone number and e-mail address.
- 2.1.2 Years in business, including prior firm's names if any.
- 2.1.3 Firm size, location, number and nature of professional staff to be assigned to the City.
- 2.1.4 Staff experience, training and brief professional resume for each key person who will be performing the services for the City; Include commercial real estate designations (i.e. CCIM/SIOR). Include resume of commercial real estate transactions that show both leasing & sales experience.
- 2.1.5 Firm experience (minimum 8 years) with proven pertinent prior transactions. Provide examples of how the firm has worked with city and/or county staff regarding permitting, zoning and other aspects of property development.
- 2.1.6 Firm and/or staff experience working with municipalities; government entities of similar size to the City of Fort Walton Beach.
- 2.1.7 References (at least three), including when & where your firm provided similar services. Please provide names, telephone numbers of contact person for each reference.
- 2.1.8 Additional services offered through Proposer's firm
- 2.1.9 List any current litigation, outstanding judgments, liens against Proposer's firm or firm's Principals & key staff.
- 2.1.10 Fee schedule (including items indicated in Section 1.5):
 - Commission rate for listing/selling properties; Please define the proposed fee amount(s) as a percentage of the sales/lease price. Also state a willingness to offer half of that amount to cooperating brokers.
 - Proposed method of compensation for representing the City in negotiations for purchasing properties;
 - Any other costs; fees that the City may anticipate relating to the real estate services provided.
- 2.1.11 Provide a short resume of community involvement

2.2 MINIMUM QUALIFICATIONS: The City will only consider proposals by applicants who meet the minimum qualifications listed in Section 1.4.1; 1.4.5 & 1.4.6. Applicants may be asked to provide documentation to verify qualifications.

2.3 The City may also elect to enter into a consulting agreement for other real estate related services at mutually agreed upon hourly rates. The term of such an agreement would be one (1)

2.4 Successful proposer must state a willingness to make the City properties available to other brokers through the local, state & National Multiple Listing Services.

3.0 REFERENCES - The City reserves the right to conduct reference checks for firms submitting qualifications. In the event that information obtained from the reference checks reveals concerns about the firm’s past performance or their ability to successfully perform the contract to be executed based on this RFQ and subsequent RFQ, the City may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the contractor.

4.0 EVALUATION PROCESS - The Statement of Qualifications (SOQ) submitted by the proposing firm must include information documenting how the firm meets the evaluation criteria above, and will be evaluated based on the weighting identified below. Submittals will not be returned to the firms submitting their Statement of Qualifications.

4.1 QUALIFICATION STATEMENT EVALUATION

Evaluation Form					
Evaluator:					
Respondent:					
Date:					
	Categories / Criteria	Rating*	x	Weight	Score:
1	Ability of proposer to meet or exceed the requirements defined in this RFQ (20%)			0.20	
2	Experience, Qualifications and References (20%)			0.20	
3	Knowledge of local real estate market (15%)			0.15	
4	Fee Schedule (30%)			0.30	
5	Completeness of Response to RFQ (5%)			0.05	
6	Local Vendor Preference (as defined in City’s Purchasing Policies) (5%)			0.05	
7	Minority Business Enterprise (as defined in City’s Purchasing Policies) (5%)			0.05	
			TOTAL SCORE		

* Rating: 1-Poor, 2-Fair, 3-Good, 4-Excellent, 5-Superior

4.2 **EVALUATION COMMITTEE** - An Evaluation Committee consisting of at least three members assembled by the City will review and evaluate each Statement of Qualifications submitted in response to this RFQ based on the evaluation criteria and weighting identified herein. Submissions will be evaluated to determine those that best meet the needs of the City. Acceptance and approval of each proposal will be based on an evaluation of the information submitted by the applicants. The Evaluation Committee will meet on June 21, 2017 at 10AM in the City Annex Training Room (tentative date/time) to evaluate and rank all firms.

- 4.2.1 After evaluation and ranking of submittals, the City may at its sole discretion, elect to forego further consideration of firms and recommend the highest ranked firm to the City Council for award.
 - 4.2.2 The City reserves the right to reject all proposals. In the event the City does so, it shall provide in writing to all proposers the reasons for its rejection.
- 4.3 **PRESENTATIONS:** At the sole determination of the City, a minimum of the three (3) top ranked firms based upon submittal evaluations, may be required to make a presentation of their proposal.
- 4.3.1 If the City desires presentations, this will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.
 - 4.3.2 If presentations are elected, the Purchasing Agent shall schedule the time and location of these presentations and notify the selected firms. Presentation shall be limited to 30 minutes, including the question and answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified firm(s) for this project. Additional information and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted.
 - 4.3.3 A new scoring sheet shall be prepared, based on the identical criteria and weighing below, for each presenter. The scores from the submittal and from the presentation shall be averaged to determine the final ranking. Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council to begin negotiations with the highest ranked firm.
- 4.4 POINT OF CONTACT DURING EVALUATION PROCESS-** The Purchasing Agent, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to properly and accurately rate the submissions.
- 4.4.1 Discussion Of Proposals - The Purchasing Agent, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to the “short-list” for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.
 - 4.4.2 A proposer shall address any questions regarding interpretation of the RFQ or the process to the Purchasing Agent, in writing and in sufficient time before the period set for the receipt and opening of Statements of Qualifications.

5.0 SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQs)

5.1 **RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA:** All proposers must contact the Purchasing Division prior to submitting a Statement of Qualifications to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the SOQ.

5.2 **SOQ SUBMISSIONS:** One unbound original, five (5) complete copies of the Statement of Qualifications, and one electronic copy (CD or flashdrive) of the SOQ containing the above-listed information must be received at the Purchasing Division Office no later than 2:30 p.m. local time, June 8, 2017. Submissions will not be accepted after this time.

5.2.1 **Contact Restrictions for Proposers:** All questions or requests for additional information regarding this proposal **MUST** be directed to the designated Purchasing Agent indicated below. **Prospective Proposers shall not contact any member of the City Manager’s Office, other City employees or Evaluation Committee members regarding this proposal prior to award recommendation by City Council and posting of the final tabulation on the City’s Website at www.fwb.org/Purchasing.** If a proposer initiates communications of any form regarding this solicitation, that act may be grounds for disqualifying the proposer from consideration for the RFQ.

5.2.2 **All proposers shall direct communications and inquiries to:**

**Giuliana Scott, Purchasing Agent
City of Fort Walton Beach
105 Miracle Strip Pkwy. SW
Fort Walton Beach, FL 32548
Phone: (850) 833-9523
Fax: (850) 833-9643
Email: gscott@fwb.org**

5.2.3 Cut out and use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.



**Deliver to: Purchasing Agent – City Hall Annex Building
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548**

SEALED BID DO NOT OPEN

SEALED RFP#: 17-010
RFP TITLE: Cont’g RE Broker Svcs
DUE DATE/TIME: 6/08/2017 2:30 PM – Central Time

6.0 PROHIBITION OF COMMUNICATION DURING SUBMISSION PROCESS: To ensure fair consideration for all prospective firms during the submission process, the City prohibits communication to or with any department, division, or employee except the Purchasing Agent, except as provided below.

- 6.1.1 Questions - Proposer shall address any questions regarding the proposal process to the Purchasing Agent, in writing and in sufficient time before the period set for the receipt and opening of proposals. **Inquiries received within ten (10) days of the date set for receipt of proposals may not be answered or given any consideration.** The Purchasing Agent shall issue any interpretation for a proposer in the form of an addendum to the specifications. If an addendum is issued, the Purchasing Agent will post that addendum on www.FWB.org/Purchasing no later than five (5) days prior to the date set for receipt of proposals. Oral answers are not authoritative.
- 6.1.2 **Additionally, the City prohibits communications initiated by a proposer to any City official, employee or committee member evaluating or considering the proposals prior to the time an award decision has been made.** If a proposer initiates communications, that act may be grounds for disqualifying the proposer from consideration for award of the proposal.

7.0 GENERAL CONDITIONS OF PROPOSALS

7.1 **LATE PROPOSALS.** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals.

7.2 **COMPLETENESS.** All information required by the Request for Qualifications must be supplied to constitute a legitimate proposal.

7.3 **PUBLIC OPENING.** All proposals will be publicly opened and the list of proposers read aloud in the City Hall Annex Bldg Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL at the time specified and will be made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is earlier.

8.0 TERMS AND CONDITIONS OF CONTRACT

8.1 **CONTRACT REQUIRED.** The City and the successful proposer(s) shall enter into a Contract for Services that will include, but not be limited to and may be superseded by such Contract, the following terms and conditions.

8.2 **INDEPENDENT CONTRACTOR STATUS; INDEMNITY.** At all times the contractor will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

8.3 **COPYRIGHTED, CONFIDENTIAL INFORMATION.** If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement or any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.

8.4 **TIME IS OF THE ESSENCE.** A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer(s) will conduct all required work diligently and as specified by the City.

8.5 **ASSIGNMENT.** The successful proposer(s) may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

8.6 **TERMINATION FOR CONVENIENCE.** The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Proposer for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Proposer for unfinished goods, which are specifically manufactured/performed for the City and which are not standard products/work of the Proposer, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value. If terminated for convenience, the City will calculate the outstanding payments due the Contractor and make that payment pursuant to the Prompt Payment Act.

8.7 **TERMINATION FOR DEFAULT.** Contractors will be in default under the Contract if they commit a material breach of the Contract and as otherwise specified in the Contract. The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

8.8 **PUBLIC RECORDS**

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548**

850-833-9509

clerk@fwb.org

- 8.8.1 Consultant shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 8.8.2 Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Consultant does not transfer the records to the City.
- 8.8.3 Upon completion of the contract, Consultant shall transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records.
- 8.8.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 8.8.5 Failure of Consultant to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 8.8.6 If Consultant fails to provide the public records to the City within a reasonable time Consultant may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Consultant has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.
- 8.9 EXECUTION OF AGREEMENT. Within fifteen (15) calendar days after issuance of the Notice of Award, the successful proposer will execute the Contract for Services and simultaneously provide any required bonds, indemnities and insurance certificates, not previously submitted. Failure to comply with the established deadline for submittal of required documents may

9.0 RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

10.0 FISCAL YEAR FUNDING APPROPRIATION

10.1 SPECIFIED PERIOD. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.

10.2 CANCELLATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL PERIODS. When funds are not appropriated or otherwise made available to support continuation of the Contract for Services in any subsequent fiscal period, the Contract may be terminated or modified. If the Contract is terminated, the contractor shall be entitled to reimbursement for any work delivered or conducted pursuant to the Contract.

11.0 PROPOSER'S CERTIFICATION FORM

Each proposer shall complete the "Proposer's Certification" form included with this request for proposal, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals will be rejected if the proposer's certification is not submitted with the proposal.

12.0 PUBLIC ENTITY CRIMES FORM

A person or affiliate, as defined in § 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

13.0 FLORIDA PROMPT PAYMENT ACT

13.1 PROPER INVOICE. For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall include at least the following information:

- 13.1.1 A description, including quantity, of the goods or services provided to the City reasonably sufficient to identify the goods or services;
- 13.1.2 The amount due, applicable discounts, and the terms of payment;

- 13.1.3 The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- 13.1.4 The purchase order or contract number as supplied by the City;
- 13.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided;

13.2 DELIVERY OF INVOICE. All invoices, to be considered a proper invoice, shall be delivered to Accounts Payable, City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.

13.3 DELIVERY ACCEPTANCE REQUIRED. An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods or services to the correct City office, division, or department; there was acceptance by the City of the goods or services; and the contractor has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.

13.4 INVOICE DISPUTE PROCEDURE. If there is a dispute between the City and contractor regarding an invoice, the City or contractor may initiate this invoice dispute procedure. Either party can initiate the dispute procedure, within 45 days after the receipt or denial of an invoice, by providing the other party in writing of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Financial Services Director. The Financial Services Director shall review all materials and information and conduct a meeting with the contractor and the responsible City office, division, or department. The Financial Services Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute. The final decision shall be immediately mailed or hand-delivered to the contractor.

14.0 PROPOSER'S WARRANTY

The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this request for proposal.

15.0 INSURANCE/PERFORMANCE BONDS

Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be continued in effect for the term of the contract. Should a Contractor fail to provide acceptable evidence of current insurance and/or a performance bond within seven (7) days before the expiration date of an insurance policy or bond, the City shall have the right to terminate the Contract.

16.0 DRUG-FREE WORKPLACE CERTIFICATION

By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.

17.0 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk, 107 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548, (850) 833-9509, at least seven (7) days before the date on which the accommodation is requested.

18.0 PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES

The submission of any proposal in response to this request for proposal constitutes a proposal made under the same terms and conditions, for the same contract prices and/or fee schedules to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer within the proposal documents.

19.0 INSURANCE

A successful proposer must provide evidence of insurance coverage, to be specified in the Contract and delivered at the time of execution of the Contract, which is equal or exceeds the City's minimum standards for this type of service. As outlined below, such insurance shall be written by a company licensed to do business in the State of Florida and have an A.M. best rating of at least A-.

19.1 WORKERS COMPENSATION

Coverage A - To be in conformity with Florida Statutes Coverage B -
\$500,000/\$500,000/\$500,000

19.2 COMMERCIAL GENERAL LIABILITY

19.2.1 Each occurrence for:

Bodily Injury/Property Damage	\$1,000,000
Products/Completed Operations	\$1,000,000

19.2.2 Annual Aggregate for:

Bodily Injury/Property Damage	\$2,000,000
Products/Completed Operations	\$2,000,000

19.2.3 All coverage above shall include the following provisions: the City of Fort Walton Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; and any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

19.3 COMMERCIAL AUTOMOBILE LIABILITY

Combined single limit for bodily injury and/or property damage: \$1,000,000.

This coverage shall include the following provisions: the City of Fort Walton Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated; and symbol "2" (Any Auto) or the equivalent shall be used to designate which autos are insured.

19.4 PROFESSIONAL LIABILITY

The Contractor shall carry professional liability insurance in an amount of not less than \$500,000.00.

20.0 STANDARD FORMS - The forms listed below (Attachments A thru D) are to be completed and submitted with your Statement of Qualifications, and are attached herein. Ensure that all of these documents are completed and submitted with your Statement of Qualifications. Failure to do so may result in your submittal not being considered for the RFQ "short-list".

20.1

ATTACHMENT A

PROPOSER’S CERTIFICATION (RFQ 17-010)

I have carefully examined the Request for Qualification, and any other documents accompanying or made a part of this SOQ.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualifications on behalf of the Design-Builder as its act and deed.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an SOQ for this project; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said submittal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

State of: _____

County of: _____

Acknowledged and subscribed before me on the _____ day of _____, 2017,

by _____, as the _____ of

[business] _____.

Signature of Notary

Notary Public, State of _____

Personally Known _____

-OR-

Produced Identification of: _____

End of Attachment A

20.2

ATTACHMENT B

ADDENDUM PAGE (RFQ 17-010)

The undersigned acknowledges receipt of the following addenda to the Request for Qualifications (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

End of Attachment B

20.3

ATTACHMENT C

DRUG-FREE WORKPLACE FORM

The undersigned vendor, on _____, 2017, in accordance with section 287.087, Florida Statutes, certifies that [business] _____ does:

- 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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 bid a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 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 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 Paragraphs 1 through 5.

7. **Check one:**

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

_____ As the person authorized to sign this statement; this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

End of Attachment C

20.4

ATTACHMENT D

PUBLIC ENTITY CRIME FORM

**REQUEST FOR QUALIFICATIONS - RFQ # 17-010
CONTINUING PROFESSIONAL REAL ESTATE SERVICES**

SWORN STATEMENT UNDER SECTION 287.133 (3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract _____

2. This sworn statement is submitted _____
whose business address is:

and (if applicable) Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____)
3. My name is _____ and my relationship to the
entity named above is _____
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida
Statutes, means a violation of any state or federal law by a person with respect to and
directly related to the transaction of business with any public entity or with an agency or
political subdivision of any other state or with the United States, including, but not limited
to, any bid or contract for goods or services to be provided to any public entity or any
agency or political subdivision of any other state or of the United States and involving
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material
misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b),
Florida Statutes, means finding of guilt or a conviction of a public entity crime with or
without an adjudication of guilt, in any federal or state trial court of records relating to
charges brought by indictment or information after July 1, 1989, as a result of a jury verdict,
non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes,
means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of
the entity and who has been convicted of a public entity crime. The term "affiliate"
includes those officers, directors, executives, partners, shareholders, employees,

RFQ# 17-010
Public Entity Crimes Statement – Pg 2 of 3

members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

(Company)

Date: _____

RFQ# 17-010

Public Entity Crimes Statement – Pg 3 of 3

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2017, and is personally known to me, or has provided _____ (driver’s license/military id) as identification.

Notary Public

My Commission expires:_____

End of Attachment D

21.0 ADDITIONAL INFORMATION - DOCUMENTS POSTED SEPARATELY

The documents listed below are for informational purposes only:

- EXHIBIT A: Full List of City Owned Properties
- EXHIBIT B: List of Properties Leased by City
- EXHIBIT C: List of Properties Leased from City
- EXHIBIT D: Map of City properties

22.0 NOTICE TO PROPOSERS

CITY OF FORT WALTON BEACH, FLORIDA
BID NUMBER: RFQ# 17-010

Date: May 2, 2017

The City of Fort Walton Beach will accept sealed proposals at City Hall until June 8, 2017, at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548 for the following:

CONTINUING PROFESSIONAL REAL ESTATE BROKER SERVICES FOR THE CITY OF FORT WALTON BEACH, FLORIDA

Copies of Bid Provisions and Bid Forms may be found at the Florida Bid System website at www.FloridaBidSystem.com (registration required) or at the City of Fort Walton Beach website at www.FWB.org.

Additional technical information relative to this RFQ may be obtained from Giuliana Scott, CPPB, Purchasing Agent, at (850) 833-9523 or gscott@fwb.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any RFQ; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **RFQ 17-010 – Real Estate Broker Services for the City of FWB**

Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have their proposal considered.

Address responses and deliver to:

Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Parkway SW
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.