

BID COVER PAGE

City of Gainesville
Procurement Division
200 E University Avenue, Rm 339
Gainesville, FL 32601
(352) 334-5021(main)

REQUEST FOR PROPOSAL: CMGR-200030-GD:Real Estate Brokerage Services

PRE-PROPOSAL MEETING: ☒ Non-Mandatory ☐ Mandatory ☐ N/A ☐ Includes Site Visit

PRE-PROPOSAL MEETING DATE/TIME: Thursday, June 4, 2020 - 1:00PM

PRE-PROPOSAL MEETING LOCATION: ZOOM -

<https://us02web.zoom.us/j/85144803425?pwd=L1NoMS8raytBWU5BZ24rV1NHR1VLUT09>

Meeting ID: 851 4480 3425 - Password: 4RnrBd

BIDDER QUESTIONS DUE DATE: Thursday, June 11, 2020 - 3:00PM

DUE DATE FOR SUBMITTING PROPOSAL ON DEMANDSTAR.COM: Friday, July 10, 2020 - 3:00PM

SUMMARY OF SCOPE OF WORK:

The City of Gainesville, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Real Estate Brokerage Services for the City Manager's Office, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For questions relating to this solicitation, contact:

Gayle Dykeman, Procurement Specialist 3, 352-393-8789; dykemangb@cityofgainesville.org

Bidder is not in arrears to City upon any debt, fee, tax or contract: ☐ Bidder is NOT in arrears ☐ Bidder IS in arrears
 Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: ☐ Bidder is NOT in default ☐ Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # _____

Legal Name of Bidder: _____

DBA: _____

Authorized Representative Name/Title: _____

E-mail Address: _____ FEIN: _____

Street Address: _____

Mailing Address (if different): _____

Telephone: (_____) _____ Fax: (_____) _____

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

☐ Proposal is in full compliance with the Specifications.

☐ Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

SIGNER'S PRINTED NAME: _____ **DATE:** _____

PART 1 – REQUEST FOR PROPOSAL INFORMATION

Thank you for your interest in working with the City of Gainesville.

Pertinent information and required documents regarding this bid as part of a responsive offer are listed below:

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1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar (www.demandstar.com). The City accepts submittals through “E-Bidding” on DemandStar.com. In order to submit a bid response to this solicitation the bidder must be registered with DemandStar. All vendor participation on DemandStar is FREE to the vendor, including viewing and downloading documents as well as submitting proposals. Instructions on how to register and use DemandStar are available on the website, www.demandstar.com. Bids will not be accepted in any other format.

It is the responsibility of the vendor to monitor DemandStar. Properly registered vendors can expect to receive automatic notification of solicitations for bids and proposals, by participating purchasing entities. Bidder’s failure to retrieve available, required procurement information from DemandStar and include the appropriate documentation and information in solicitation responses may result in disqualification.

1.2 PRE-PROPOSAL MEETING/QUESTIONS/CLARIFICATIONS

Attending a pre-proposal meeting is strongly recommended as the project’s scope of work, procedures, and specifications will be discussed at this time. It is the only time during the bid process that bidders may ask questions directly of the end user.

If special accommodations are needed in order to attend a pre-proposal meeting or a bid opening, please contact the Procurement Division at least 72 hours in advance.

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Bid Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

1.3 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

Activity	Day	Date	Time	Location	Comments
RFP for Distribution	Mon	05/25/20		DemandStar	Cone of Silence Begins
Pre Proposal Meeting	Thurs	06/04/20	1:00pm	Zoom	
Deadline for receipt of questions	Thurs	06/11/20	3:00pm		dykemangb@cityofgainesville.org
Deadline for receipt of proposals	Fri	07/10/20	3:00pm	DemandStar	
Oral presentations, if conducted	Thurs	07/30/20	10:00am-12:00pm 3:00pm-5:00pm	Zoom	
Projected award recommendation date	Fri	07/31/20			Cone of Silence Ends
Recommendation of Award to City Commission		2-3 weeks			
Contract Finalization Period		2-5 weeks			
Purchase Order issued		1 day			When fully executed Contract received
Contract Start Date		TBD			When contract is completed & a Purchase Order is in place

All dates are subject to change. Bidders will be notified via Addendum posted in [DemandStar.com](https://www.demandstar.com) in event of any schedule change.

1.4 PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all bidders, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. **Additionally, the City prohibits communication initiated by a bidder to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made.** Any communication between bidder and the City required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. **Any communications initiated between the bidder and the City outside these parameters may be grounds for disqualifying the offending bidder from consideration for award of the proposal and/or any future proposal.**

1.5 CONE OF SILENCE

During the Cone of Silence (formerly called Blackout period) as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 1.4) on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the RFP, which allows for immediate submittals to the City of Gainesville Procurement Division for the Request for Proposal and the time the City Officials and Employee awards the contract.

1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

The specific qualifications of bidders for this specific Request for Proposal are included in Part 3, 3.1, d) Qualifications. Bidder must also demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-522, as may be amended.

As a part of the proposal evaluation process, City reserves the right to conduct a background investigation of bidder, including a record check by the Gainesville Police Department if the qualifications require it. Bidder's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be not responsible by City pursuant to Section 41-522, [Financial Services Procedures Manual](#), following:

These criteria consider the bidder's capability to perform:

- a) The ability of the bidder to successfully carry out a proposed contract.
- b) Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- c) Current litigation pending between the bidder and the City.
- d) Bidder has paid all debts owed to the City.
- e) Bidder possesses all required licenses.

If it is determined that the bidder is not responsible, City will notify bidder of its finding, including evidence used, and allow bidder the opportunity to come into compliance within three (3) business days of notification.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida. Please be advised that the City Attorney's office will not approve a contract with any vendor unless the corporation or partnership is registered with the Division of Corporations with the State of Florida (<https://dos.myflorida.com/sunbiz/>).

1.7 RESPONSIVENESS OF PROPOSAL

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission (via upload to DemandStar.com), and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem the proposal non-responsive (see Section 41-444 of the [Financial Services Procedures Manual](#)).

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PART 2 – PROJECT OVERVIEW

2.1 GENERAL DESCRIPTION

The purpose of this Request for Proposal (RFP) is to select a qualified Real Estate Brokerage firm to provide professional services related to real property assets owned by the City of Gainesville, Florida. See Attachments for listings of properties that will be managed under this contract.

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

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

The contract issued resultant from this solicitation will be cost-neutral to the City – successful firm will be supported through real estate transactions and management fees at the cost of the tenant

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

2.2 BACKGROUND

The City is seeking a Contractor that will manage the City's real estate holdings, some of which are used for City operations and services. These properties do not include the Gainesville Regional Airport which is under title to the City, but operates under the Laws of Florida and the Gainesville-Alachau County Regional Airport Authority (GACRAA). The City desires to develop a strategic plan that inventories all City-owned vacant or underutilized surplus and/or controlled property, its current use, and outline recommendations for the best use of the property. The Contractor shall be responsible for identifying which properties have the most potential to generate revenue, through sale or leasing, and propose marketing strategies and timelines for appropriate action.

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

2.3 PROJECT SPECIFICATIONS

Upon award of the contract, the Contractor shall provide a review an assessment of all City owned vacant and/or underutilized property, its current use, and submit recommendations for the best use of the property. The City reserves the right to add or subtract parcels from their portfolio:

- A. The Contractor shall evaluate City-owned vacant and/or underutilized land; and as a result, provide an assessment of revenue potential and submit recommendations and planning for expedited/streamlined disposition of that City-owned land.
- B. The Contractor is expected to produce a draft report, including a recommendation section for City review, no later than one hundred and twenty (120) days after the commencement of the contract. The report should summarize the costs and potential revenue associated with the sale of each property; state goals as they relate to the City; identify properties which present an opportunity as they are determined to be either underutilized or surplus to City needs, and present a specific plan of action to meet the City's goals of revenue generation. In accordance with Florida Statute 166.0451, the report shall identify all real property that is appropriate for use as affordable housing. The final report will reflect City comments and be produced within one hundred and eighty (180) days of commencement of the contract. Recommendations made by the Contractor, at any time during the creation of the strategic plan, may be brought to the City and, if approved, be assigned as a project. Such projects should be identified within, and will count toward, the fulfillment of the goals of the strategic plan.

- C. The Contractor will also identify best practices related to public sector real estate portfolio management that would be beneficial to the City in the ongoing management of its real estate assets. Such practices may include digital applications made available to the City to accurately review the inventory of City-owned property.

All real estate transactions are to be processed with approval of the City and in accordance with applicable rules, regulations, ordinances of the City of Gainesville, (see Attachment A).

- D. In all matters concerning the above Section 2, compensation for work performed shall be performance based and cost neutral to the City. Specifically, compensation shall be derived from the sales transaction proceeds, management fees and hourly advisory services rates.
- E. The Contractor shall include in its response the proposed commission percentage. All sales commission to be paid by parties other than the City.
1. Through the term of the contract, under the direction and control of the City, the Contractor:
 - a. Shall provide quarterly updated reports of all identified City-owned surplus and under-utilized sites, including escheated properties; and Contractor shall continue to prioritize opportunities for utilization or disposal, identifying which have the greatest opportunity to maximize revenue to the City in the shortest period of time.
 - b. Shall manage all City leases with City as lessor and all City license agreements. The Contractor shall be required to immediately report to the applicable City staff when the party in contract with the City is in violation of respective agreement.
 - c. The Contractor shall handle marketing of properties for sale or lease including providing updated and accurate listing information on the City's website.
 - d. All lease matters are to be processed with approval of the City and in accordance with applicable rules, regulations, and ordinances of the City of Gainesville.
 - e. In all matters concerning this Section, compensation for work performed shall be performance based. Specifically, compensation shall be derived from the percentage of lease costs.
 - 2) The Contractor shall include in its response the proposed lease cost percentage.
 - 3) The Contractor shall include in its response their hourly rate of advisory services where a Commission will not be earned.
 - 4) The Contractor team should include expertise in:
 - a. Public/Private Partnerships
 - b. Mixed Use, Hotel
 - c. Commercial and Industrial Development
 - d. The needs of Tech Startup companies
 - e. Multi-family and Condominium Industry
 - f. Affordable Housing
 - g. Student Housing
 - h. Healthcare Industry
 - i. Higher Education
 - 5) The Contractor shall periodically, but no less than two times per year, and at mutually agreed upon dates, present to applicable staff the current state of the City of Gainesville real estate market. The Contractor will also present to the City Commission at least one time per year. The presentations will serve the purpose of highlighting local real estate trends and forecasts.

PART 3 – HOW TO SUBMIT A PROPOSAL

Instructions to bidders: Proposals must contain each of the documents listed below; each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

3.1 FORMAT OF PROPOSAL

a) Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

b) Technical Proposals

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the bidder deems relevant.

c) Price Proposal

The price proposal is a presentation of the bidder's total offering price including the estimated cost for providing each component of the required goods or services.

Bidders should indicate the dollar amount which will be attributed to each sub-contractor, if any.

If a prescribed format for the price proposal is appended, bidders must use it; otherwise, bidders may use formats of their choice.

d) Minimum Qualifications

The response to the minimum qualification requirements should address each of the qualifications set out in the section below. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Bidders who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be further considered. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, bidders must use that format and supply the documentation requested.

1. Proposers shall be in the business of Real Estate and must possess sufficient financial support, equipment and organization to ensure that they can satisfactorily perform the services if awarded a Contract. Evidence of a current real estate broker license is required.
2. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Gainesville or can demonstrate they have the experience with large scale public and private sector clients.
3. Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.
 - a) Proposer or principals shall have relevant experience in Real Estate and Brokerage services. Project manager assigned to the work must have experience as a real estate agent and/or broker and have served as project manager on similar projects.
 - b) Proposer shall submit evidence of qualifications in the form of most recent financial statements, resumes of the team intended to support the City and references for at least 3 agencies for which the Proposer has worked in a similar capacity.
 - c) Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

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

3.2 CONTENT OF PROPOSAL

The following documents are required to be included in the bidder's submission:

- a. RFP Cover Page
- b. Address each Minimum Qualification
- c. Provide a Statement of all Qualifications that will communicate the capabilities of the proposer to successfully complete the project
- d. Pricing Proposal
- e. Drug-Free Workplace Form
- f. Bidder Verification Form
- g. References Form
- h. Certification of Compliance with Living Wage, if applicable to bidder
- i. Bidder's W-9
- j. Copy of any applicable, current licenses and/or certification required by City/County/State
- k. Exceptions to the RFP (refer to Part 3, 3.5 Exception to the RFP)
- l. Identification of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties

3.3 PROPOSAL SUBMISSION INSTRUCTIONS

The bid response, containing all required documents, with authorized signatures, must be received by 3:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete pdf response must be uploaded into DemandStar.com prior to the 3:00 p.m. deadline. The DemandStar program will not accept late submittals.

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise. The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the City. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the City adequate time to award the Contract for the services specified in this solicitation.

Both the response and the price proposal, must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

The submittal of a response by a bidder will be considered by the City as constituting an offer by the bidder to perform the required services at the stated fees.

3.4 DISCLOSURE AND CONFIDENTIALITY

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- (i) Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:
- Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
 - Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- (ii) Request for Trade Secret or Otherwise Confidential and Exempt Information.
- In the event City receives a public records request for a record with information labeled by bidder as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify bidder of the public records request.
 - However and notwithstanding the above, in the event that City in its sole discretion finds no basis for bidder's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify bidder in writing of such conclusion and provide bidder a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If bidder fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
 - If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by bidder as Trade Secret or otherwise as confidential and exempt, CITY shall notify bidder and bidder shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
 - Bidder hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with bidder's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

How to Designate Trade Secret or Otherwise Confidential and Exempt Information

If a bidder believes that its response contains trade secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must provide a redacted copy of the proposal for public access.

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
 - Unredacted means that the entire document, including the confidential/proprietary information, has not been obscured and is visible for the evaluation team to use in their evaluation process.
1. Upload a pdf version response of the complete UNREDACTED proposal. Include "UNREDACTED, CONFIDENTIAL" in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the **unredacted** document should provide a general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.
 2. Upload a pdf version response of the REDACTED copy of the proposal. Include "REDACTED" in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information

The City's evaluators will be provided with the complete unredacted proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

3.5 EXCEPTION TO THE RFP

Bidders may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a bidder take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the bidder must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the bidder furnish the services or goods described herein, or negotiate an acceptable alternative.

NOTE: Bidders are strongly encouraged to submit any deviations or exceptions to the City before the question submittal deadline or proposals are due, so that based upon the City's response in the addendum, the bidder can determine if it is in their best interest to submit a response or not.

3.6 ONLY ONE BID

Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any bidder has a financial interest in more than one submission under this bid, all bids in which such bidder has a financial interest will be rejected. The City considers a financial interest to include, but not be limited, to joint ventures, partnerships, and identified subcontractors.

3.7 FULLY INFORMED BIDDER

A bidder is expected to fully inform itself as to the requirements of the Specifications and Contract terms and conditions; failure to do so will be at its own risk. A bidder shall not expect to secure relief on the plea of error.

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PART 4 – EVALUATION PROCESS

4.1 EVALUATION CRITERIA

a) Selection and Evaluation Criteria

Proposals will be evaluated in accordance with the procedures described in the City's, [Professional Services Evaluation Handbook](#).

The proposals will be evaluated using the following process: Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

b) Technical Qualifications Evaluation

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

c) Written Proposal Evaluation

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

d) Presentation/Interview Evaluation

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done". The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

e) Other factors

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as Small or Service-Disabled Veteran Business and/or Local Preference. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the City's Procurement Policies and Procedures.

PART 5 – SELECTION PROCESS

The bidder(s) will be selected from the qualified, responsive and responsible bidders submitting responses to this Request for Proposal. The selection process will be as follows:

1. Evaluators consisting of City staff will review the proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Upon review and evaluation, the City may request oral presentations from the top ranked bidders. During the oral presentations, the bidders shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City. Bidders selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a USB Flash drive.
3. The final ranking of bidders will be in accordance with the procedures described in the City's [Professional Services Evaluation Handbook](#).
4. If required, the final ranking of bidders will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked bidder.
5. Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked bidder. Should the City be unable to negotiate a satisfactory contract with the top ranked bidder, negotiations will be terminated with that bidder and negotiations will be initiated with the second most qualified bidder, and so on until a satisfactory contract is negotiated.

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PART 6 – AWARD

6.1 TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida; and (5) coin toss.

6.2 DRUG-FREE WORKPLACE

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

6.3 CONTRACT TERMS AND CONDITIONS

The City may award a contract on the basis of initial offers received, without discussions. A sample contract is attached to the bid. Therefore, each initial offer should contain the bidder's best terms from a cost or price and technical standpoint and any changes to the sample contract.

The City reserves the right to enter into contract negotiations with the selected bidder regarding the terms and conditions of the contract and technical terms. Price will not be negotiated. If the City and the selected bidder cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected bidder. This process will continue until a contract has been executed or all bidders have been rejected. No bidder shall have any rights against the City arising from such negotiations.

6.4 CONTRACT AWARD

The award(s), if any, shall be made to the bidder(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final.

6.5 CONTRACT

The Contract to be entered into will designate the successful bidder as the City's Contractor. The successful bidder will be required to execute an agreement with the City in substantially the same format as found in Part 8.

6.6 BID PROTEST

Participants in this solicitation may protest the RFP specifications or award in accordance with Section 41-580 of the [Financial Services Procedures Manual](#).

6.7 RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. See Section 41-444 [Financial Services Procedures Manual](#).

PART 7 – COST PROPOSAL PAGE

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP. Price will be weighted at 10% of the overall evaluation of the proposal.

In all matters concerning the above Section 2.1, compensation for work performed shall be performance based and cost neutral to the City. Specifically, compensation shall be derived from the sales transaction proceeds, management fees and hourly advisory services rates.

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

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

1. Proposed property sale commission percentage as defined in Section 2 _____%
 2. Proposed lease cost percentage as defined in Section 2 _____%
 3. Hourly rate for advisory services where commission is not earned \$_____
- (The number of hours the city expects to utilize these services is not anticipated to exceed 250 hours per year. The hours may vary depending on the need of the city.)

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

Submitted by:

Name (printed)

Signature

Date

Title

PART 8 – GENERAL INFORMATION

8.1 LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. For more information on City's Local Preference Policy: [Municipal Code Article X Local Preference Policy](#).

8.2 SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

Small or Service-Disabled Veteran's Business Enterprise Definition: A Small Business or a Service-Disabled Veteran's Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within Alachua, Bradford, Columbia, Gilchrist, Levy, Putnam, or Union County and possess a current City business tax receipt as required, and is so certified by the Small and Service-Disabled Veteran's Business Program Coordinator.

It is the policy of the City of Gainesville that small and service-disabled veteran businesses as defined in the Small and Service-Disabled Veteran Business Program, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each bidder is asked to state whether it will utilize small and service-disabled veteran businesses that are eligible for assistance to perform work on the project(s) being advertised.

For bidders not yet certified by the City, a small and service-disabled veteran application may be accessed via the [Office of Equal Opportunity](#) website. To be considered as a certified small and/or service-disabled veteran business, a bidder must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the [Office of Equal Opportunity](#) website.

8.3 LIVING WAGE POLICY & COMPLIANCE

- ☐ This contract is a covered service. (Refer to the Living Wage Decision Tree in Part 9 - Exhibits)
- ☒ This contract is **not** a covered service.

Living Wage ordinance, Ordinance 020663, as amended in [Ordinance 030168](#), and as shown on the City's web page, applies to certain contracts for specific "Covered Services," which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. Bidders should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are "Covered Services", the prime contract amount exceeds the threshold amount, the bidder meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be **\$12.3798** per hour (Living Wage with Health Benefits) or **\$13.6298** per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the Certification of Compliance with Living Wage (refer to form in Part 9 – Exhibits), prior to the City executing the contract. Once executed, such certification will become part of the contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.
- (2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

8.4 TAXES, CHARGES AND FEES

The bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since the City of Gainesville is often exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

8.5 COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the bidder(s). No payment will be made for any responses received, nor for any other effort required of or made by the bidder(s) prior to commencement of work as defined by a contract approved by the City Commission (if so required).

8.6 RULES; REGULATIONS; LICENSING REQUIREMENT

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

8.7 RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

8.8 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this proposal, bidder agrees that it:

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and

- Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

8.9 PUBLIC ENTITY CRIME INFORMATION STATEMENT

Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

8.10 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the bidder and specific contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

8.11 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

For more information on this policy and requirement, please visit the [Office of Equal Opportunity](#).

8.12 USE OF RFP REPLY IDEAS

The City has the right to use any or all information presented in any response to the RFP, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

8.13 SPECIALITY FUNDING, IF APPLICABLE – Not applicable, intentionally left blank

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PART 9 – SAMPLE CONTRACT

CONTRACT FOR _____

THIS CONTRACT ("Contract"), entered into on the _____ day of _____, 20xx between the CITY OF GAINESVILLE, a Florida municipal corporation, ("City"), **insert address** and _____, ("Contractor"), **insert address**, taken together, shall be known as "Parties".

WHEREAS, clauses that briefly describe project and history of project (if applicable)

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be one year, commencing on **insert date** and terminating on **insert date**. The Contract may be extended for an additional year, upon mutual agreement of the Parties. Upon extension of the Contract term, the Contract Price may be increased or decreased based upon the Consumer Price Index as of **insert date**.

2. MULTI-YEAR CONTRACT.

The obligations of the City as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

3. SCOPE OF SERVICES.

Project or Product or Service Description:

As more specifically described in the Specifications.

4. CONTRACT DOCUMENTS.

A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the 'Contract Documents'):

- i. Contract;
- ii. Addenda to Bid Documents (*attach and identify by title, number and date*);
- iii. Bid Documents (*attach and identify by title, number and date*); and
- iv. Contractor's response to Bid documents (*attach and identify by title, number and date*).

B. The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or

inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

5. PARAGRAPH 5 INTENTIONALLY OMITTED.

6. COMPENSATION/PAYMENT.

If City utilizes the consulting services offered by the Contractor, the City will pay Contractor in an amount not to exceed the hourly rate quoted in the submittal for the term of the contract.

City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes.

7. INDEMNIFICATION.

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

This section and indemnification will survive and be in full force and effect after any termination or expiration of this Contract.

8. INSURANCE. (Check with risk for required coverage and amounts)

A. During the term of this Contract, Contractor shall maintain insurance as follows:

- | | |
|---|---|
| <input type="checkbox"/> Workers' Compensation insurance | providing coverage in compliance with Florida Statutes |
| <input type="checkbox"/> Professional Liability insurance (Errors and Omissions) | \$2,000,000 per occurrence |
| <input type="checkbox"/> Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage | \$1,000,000 per occurrence combined single limit for bodily injury and property damage |
| <input type="checkbox"/> Automobile Liability insurance | \$250,000 each person, \$500,000 per occurrence combined single limit for bodily injury and property damage |
| <input type="checkbox"/> Property Damage insurance | \$100,000 per occurrence combined single limit for bodily injury and property damage |

B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.

C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

9. SOVEREIGN IMMUNITY.

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

10. TERMINATION.

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a "Default"), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City's intent to terminate if such Default continues without remedy during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

B. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

11. INDEPENDENT CONTRACTOR.

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor for the full performance of the Contract Documents.

12. INTELLECTUAL PROPERTY AND WORK PRODUCT.

A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.

B. Intellectual Property. Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

13. RECORDS AND RIGHT-TO-AUDIT.

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

14. CONTRACTOR'S ASSURANCES.

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

15. WARRANTY.

This section intentionally left blank.

16. PUBLIC RECORDS.

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [Public Records Request](#)

17. DISPUTE RESOLUTION

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

18. ATTORNEY'S FEES AND COSTS

The prevailing party to any litigation filed in state or federal court, shall be entitled to attorney's fees and costs, including any attorney's fees and costs incurred on appeal.

19. FORCE MAJEURE (not needed if paragraph 5 is blank)

If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.

20. APPLICABLE LAW AND VENUE.

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract, venue shall be in Alachua County, Florida.

21. DEFAULT AND REMEDIES.

The non-breaching party shall have available all remedies at law.

22. NOTICES.

Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

CITY:
City of Gainesville
Office of the City Manager
Attn: Lee Feldman
200 East University Avenue
4th Floor
Gainesville, FL 32601

CONTRACTOR:
Insert Contractor's Information

23. SEVERABILITY.

If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

24. INTEGRATION/MERGER.

This Contract, together with the attached bid documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

25. MODIFICATION AND WAIVER.

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

26. CAPTIONS AND SECTION HEADINGS.

Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

27. ASSIGNMENT OF INTEREST.

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

28. SUCCESSORS AND ASSIGNS.

The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

29. THIRD PARTY BENEFICIARIES.

This Contract does not create any relationship with, or any rights in favor of, any third party.

30. CONSTRUCTION.

This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.

31. COUNTERPARTS.

This Contract may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

32. EXHIBITS.

All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, or caused to be executed by their duly authorized officials, on the day and year first written above.

CITY OF GAINESVILLE:

NAME OF COMPANY:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

PART 10 – EXHIBITS

The following documents/forms are included in this section:

Exhibits

- Drug-Free Workplace Form
- Bidder Verification Form
- Reference Form
- Living Wage Decision Tree
- Certification of Compliance with Living Wage

DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Bidder)

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 the 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 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 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 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 bidder complies fully with the above requirements.

Bidder's Signature

Date

In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submittal.

BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one)

Local Preference requested: YES NO

A copy of the following documents must be included in your submission if you are requesting Local Preference:

- Business Tax Receipt
- Zoning Compliance Permit

QUALIFIED SMALL BUSINESS AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS (Check one)

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business? YES NO

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service-Disabled Veteran Business? YES NO

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree:

(Check one)

- ☒ Living Wage Ordinance does not apply (check all that apply)
- ☒ Not a covered service
- ☐ Contract does not exceed \$100,000
- ☐ Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
- ☐ Located within the City of Gainesville enterprise zone.
- ☐ Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida? ☐ YES ☐ NO (refer to Part 1, 1.6, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (# _____)

If the answer is "NO", please state reason why: _____

Bidder's Name

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Date

This page must be completed and uploaded to DemandStar.com with your Submittal.

REFERENCE FORM

Name of Bidder: _____

Provide information for three references of similar scope performed within the past three years. You may include photos or other pertinent information.

#1 Year(s) services provided (for example: 1/2015 to 12/2018): _____

Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____

#2 Year(s) services provided (for example: 1/2015 to 12/2018): _____

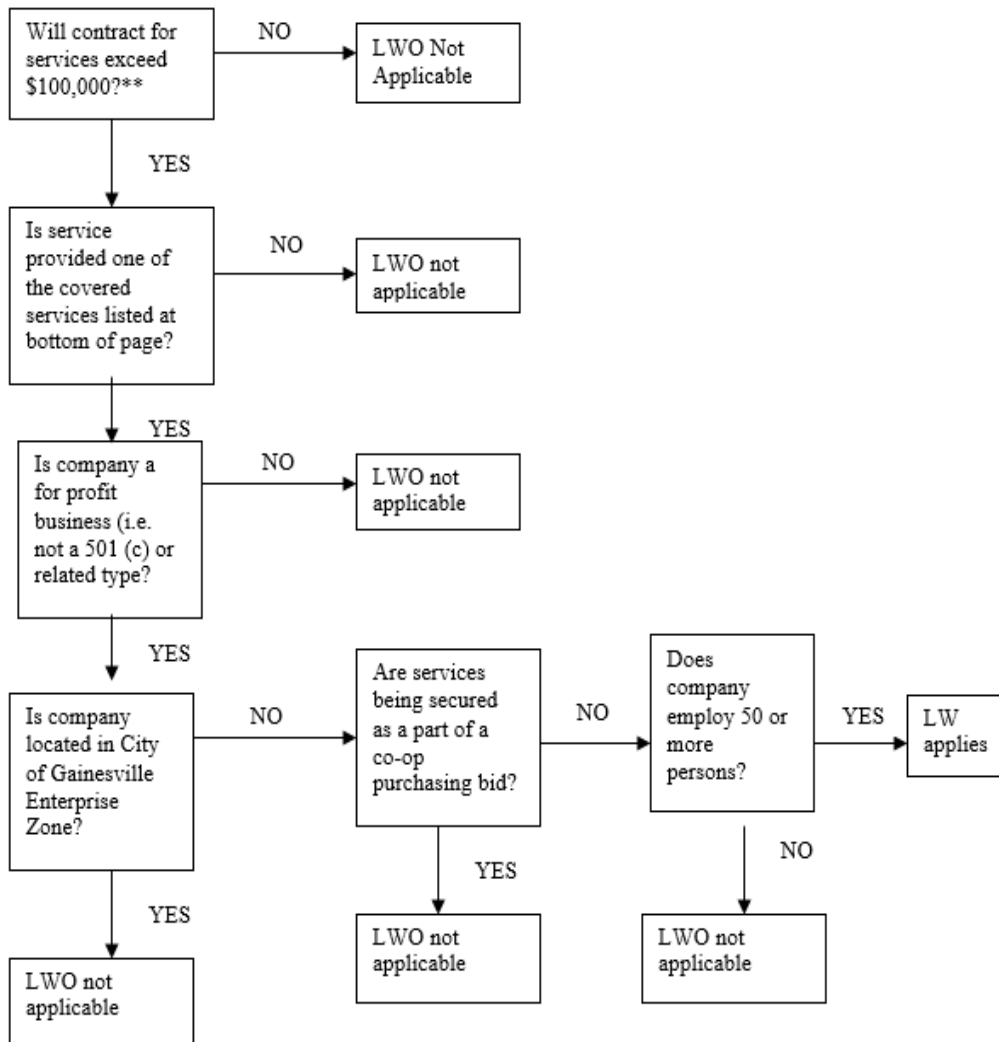
Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____

#3 Year(s) services provided (for example: 1/2015 to 12/2018): _____

Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____

LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



*Covered Services: food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services
**Total value of contract.

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for Real Estate Brokerage Services a living wage of \$12.3798 per hour to covered employees who receive Health Benefits from the undersigned employer and \$13.6298 per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor:_____

Address:_____

Phone Number:_____

Name of Local Contact Person:_____

Address:_____

Phone Number:_____

\$_____
(Amount of Contract)

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Date

*This page must be completed and uploaded to DemandStar.com with your Submittal,
if the Living Wage Ordinance applies to bidder.*

PART 11 – NO BID SURVEY

GENERAL GOVERNMENT PROCUREMENT DIVISION SURVEY BID INFORMATION

RFP #: CMGR-200030-GD

DUE DATE: July 10, 2020
@ 3:00 pm

PROPOSAL TITLE: Real Estate Brokerage Services

IF YOU DO NOT BID

Please check the appropriate or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current work load does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other:

Bidder Name: _____

Address: _____

Are you a small business? YES NO

Are you a service-disabled veteran business? YES NO

*If you choose to not bid, complete this form, and either upload it into DemandStar.com
or email to the procurement specialist.*

PART 12 – ATTACHMENTS

ATTACHMENT A – City of Gainesville Real Property Policies – 191223B
ATTACHMENT B – Escheated Properties Map and Key – May, 2019
ATTACHMENT C – Potential Surplus Map and Key
ATTACHMENT D – Rental Properties – May, 2020
ATTACHMENT E – City Owned Parcels

CITY OF GAINESVILLE REAL PROPERTY POLICIES

**Adopted by City Commission Resolution No. 100630
on September 15, 2016**

I. AUTHORITY; AMENDMENT; EFFECTIVE DATE

Article I of the Charter of the City of Gainesville (the “City”) vests the City with broad general governmental, corporate, and proprietary powers to be used for municipal purposes, except as otherwise provided by law. In addition to its general powers, Section 1.04(1) of the City’s Charter vests the City with special powers to acquire by purchase, gift, devise, lease, lease-purchase, condemnation, or otherwise, real or personal property, or any estate or interest in property, within and without the city limits, and for any of the purposes of the City, and to improve, sell, lease, mortgage, pledge, or otherwise dispose of its property or any part of its property.

To more fully and effectively carry out these general and special powers, the City Commission has adopted, and may amend, these policies by resolution.

These policies, and any amendment(s), shall become effective on the date the resolution approving same is adopted by the City Commission.

II. PURPOSE; SCOPE

The purpose of these policies is to establish the regulations which shall govern the acquisition and disposition of real property by the City. These policies shall also govern the acquisition or disposition of personal property affixed to or located on real property that is being acquired by or disposed of by the City.

These policies shall also support the City’s goals of ensuring that there is a sufficient supply of adequate, decent, safe, sanitary, healthy and affordable rental and owner-occupied housing for all income groups and to assist the private and non-profit housing sector in providing permanently affordable housing for low-income, very low-income, and extremely low-income households.

These policies do not apply to Gainesville Regional Utilities, which may have adopted real property policies, procedures, or guidelines to govern its transactions. Further, these policies do not apply to any acquisition or disposition of property between or among the City and Gainesville Regional Utilities.

These policies are not intended, nor shall they be interpreted, to replace, supersede, amend, or create a conflict with any other local, state, or federal legal requirements that are applicable to any particular transaction.

III. ADMINISTRATION

These policies shall be administered by a designee of the city manager. The city manager, or

designee, shall have the power to issue procedures pursuant to and consistent with these policies and shall have final authority within the City to interpret these policies and procedures.

The city manager's designee shall:

- A. Supervise and provide technical support to all City departments in making acquisitions and dispositions of interests in real property on behalf of the City to ensure that transactions are conducted in accordance with these policies;
- B. Maintain the City's permanent records of real property acquisitions and dispositions in order to document transactions in accordance with these policies;
- C. Obtain review and approval, as to form and legality, of the City Attorney's Office on transaction documents;
- D. Maintain a working relationship, based on integrity and trust, with all parties to a real property transaction while ensuring that the City's interests are satisfactorily pursued;
- E. Conduct negotiations and attend all closings or arrange for execution of documents for the acquisition or disposition of real property; and
- F. Make reports to the City Commission of all acquisitions or dispositions of property on a regular basis.

IV. DEFINITIONS

Acquisition: A general term describing when the City obtains or is granted an interest in real property, such as by deed, lease, license, usage, or presumption (pursuant to Florida law), eminent domain or by any other manner allowed by law.

Affordable Housing: As defined by Section 166.0451, Florida Statutes, as amended.

Agreement: A general term usually describing a common view of two or more parties regarding the rights and obligation of each with regard to a given subject. All agreements for the acquisition or disposition of real property by the City shall be in writing.

Appraisal: A written report that establishes the market value of property and includes, without limitation, the legal description of the property, a location map and site description, photos of the subject property, a statement of assumptions and limiting conditions and analysis and conclusions as to highest and best use, value, comparable sales data and market conditions. Appraisals shall be prepared in accordance with the Uniform Standards of Professional Appraisal Practice by an appraiser holding a current license in good standing through the Florida Department of Business and Professional Regulation. In addition, if issuing an appraisal for residential real property of one to four units, the appraiser must hold a current certification as a Certified Residential Appraiser or Certified General Appraiser; or must hold a current MAI, SRA, or SRPA designation. If issuing an appraisal report for property other than residential property of one to four units, the appraiser shall hold a current MAI designation.

Closing: The time and place for the exchange of documents and tender of payment to finalize the acquisition or disposition of real property.

Competitive manner: Utilizing a process that is open and fosters competition, such a process may include but is not limited to, posting signs for sale or lease on the property, posting information concerning the availability of the property on the City's website, listing the property with a multiple listing service by a licensed real estate broker or issuing a written solicitation (such as an invitation to bid or request for proposals.)

Dedication: The setting aside of land for a public use by its owner, together with acceptance by or on behalf of the public, by the making, signing, acknowledging and recording of a map or plat of land in accordance with general law upon which areas appear as devoted to public use for such purposes as streets and utility and drainage easements.

Deed: An instrument of conveyance intended to pass title, in one of the following three forms:

1. Quitclaim deed: An instrument of conveyance intended to pass such title, interest, or claim as the grantor may have in the property and which contains neither warranties nor covenants of title.
2. Special Warranty Deed: An instrument of conveyance which covenants from the grantor an estate in property free from encumbrances and with defense of title as to claims of superior title arising by, through or under the grantor only.
3. Warranty deed: An instrument of conveyance which covenants from the grantor an estate in property free from encumbrances and with defense of title as to all claims of superior title.

Disposition: A general term describing when the City relinquishes or grants its interest in real property, such as by lease, license, or deed.

Easement: A right to use the land of another for a specific purpose that is not inconsistent with the use by the owner of the land. Easements are generally non-exclusive and run with the land, unless otherwise specified in the Easement document. Easements may be permanent or temporary in duration.

Environmental assessment: An "all appropriate inquiries" investigation of the property conducted by an environmental professional in accordance with the standards and practices set forth in 40 CFR 312 as published in the Federal Register on Nov. 1, 2005 and as amended from time to time. This may include a Phase I and/or a Phase II, or other specialized assessment of the property for environmental concerns.

Fee title or fee simple title: An estate in real property belonging to the owner and alienable or transferable by owner absolutely and simply. An absolute estate in perpetuity and the largest possible real property right an owner can have.

License: A revocable, unassignable personal right to go on the property of another for a limited purpose which does not operate to confer or vest in the licensee any title, interest or estate.

Lease: An agreement by which the owner of real property grants the right of possession to another, for a specified period of time and for a specified consideration.

Marketable title: A legally defensible title which is free from material defects, acceptable to a reasonable purchaser, and capable of being insured by a reputable title underwriter licensed in the state of Florida.

Option: An agreement that grants one party a specified period of time during which it may, but is not required to, purchase the property of another.

Permit: A written, revocable, unassignable authorization to use the property of the permit grantor to do some act not allowable without such authority; generally for a very temporary period of time.

Property or real property: Land, including that which is erected upon, growing upon or affixed to land, such as structures, fixtures and crops.

Public purpose: A purpose which has as its objective the promotion of the general public health, safety, and welfare of the residents of the City of Gainesville and not the sole welfare of, or inuring to the sole benefit of, an individual or specific class of persons.

Public right-of-way: Public highways, roads, streets or alleys, whether presently owned by or dedicated to the City or hereafter acquired or dedicated, or for which the City exercises right of management or control; and includes the surface, the air space over the surface and the area below the surface.

Public utilities: Utilities owned and maintained by the City, including, but not limited to storm drainage, water, wastewater, natural gas, electric, and telecommunications.

Surplus: Property which no longer serves a public purpose, or is in excess of the City's needs, or the sale of which would serve a greater public purpose than the retention of the property.

Tax Escheated Property: Property that escheated to the County for failure to pay delinquent taxes and was then conveyed by the County to the City pursuant to Section 197.592, Florida Statutes.

Vacation: Release or abandonment of public rights in property.

V. PROCEDURES/REQUIREMENTS FOR ACQUISITION OR DISPOSITION

- A. Manner of Disposition. Prior to fee title disposition by the City, the City Commission must find and declare that the property is surplus in accordance with Section X of this policy. This finding and declaration shall be embodied in the form of a Resolution adopted by the City Commission after 5pm during a regular or special meeting of the City Commission. All surplus property may then be disposed of in accordance with Section X of this policy.
- B. Manner of Acquisition. Prior to fee title acquisition by purchase or eminent domain by the City, the approving official (as specified in C. below) must find that the acquisition of

the property will serve a public purpose.

- C. Negotiation/Contract. The city manager or designee may enter into non-binding negotiations for the acquisition or disposition of property. When approval of the citizen electorate or the City Commission is not required, the city manager is authorized to execute binding agreements for the acquisition or disposition of property. When approval of the citizen electorate or the City Commission is required, the city manager is authorized to execute agreements for the acquisition and disposition of real property, provided such agreements are made expressly contingent upon obtaining an appraisal and upon obtaining approval of the citizen electorate and/or the City Commission. No agreement for acquisition or disposition shall be binding on the City until approved as follows:

Approval of the **citizen electorate** is required for disposition or conversion of use of property listed on the “City of Gainesville Registry of Protected Public Places” in accordance with the requirements of Section 5.09 of Article V of the Charter of the City of Gainesville, Florida.

The City Commission shall not approve a contract for the purchase or sale of fee title to real property at a cost of \$100,000 or more until the City has first obtained an appraisal of the property.

Approval of the **City Commission** is required for:

- sale or purchase of real property rights for purchase amounts more than \$100,000
- leases or licenses that exceed five years in term or \$50,000 in annual rent or other payment
- permanent easements, or other forms of documents, which grant access to City property for more than two years
- all transactions involving real property which are either not contemplated by this policy, or for which approval by the City Manager or Department Director is not provided by this policy

Approval of the **City Manager** is required for:

- Sale or purchase of real property rights for purchase amounts of \$25,000 to \$100,000
- leases or license agreements that exceed one year in term but do not exceed four years in term, or that exceed \$25,000 in annual rent or other payment
- temporary easements, or other forms of documents, which grant access to City property for a period of two years or less
- settlement of any action in eminent domain for an amount of \$100,000 or less, or for an amount that is no more than 20% of the appraised value of the property being taken, provided the City Attorney has approved or recommended approval of the settlement.

Approval of the **Department Director** (as listed in Sec. 2-196, of the City Code of Ordinances) is required for:

- Sale or purchase of real property rights for purchase amounts \$24,999 or less, and
- Leases or license agreements that are for one (1) year in term or less, or \$24,999 or

less in annual rent or other payment.

- D. Due Diligence. The real property office shall conduct such due diligence as it deems appropriate for each acquisition; however, at a minimum, it will generally obtain:
1. An environmental assessment for property with known or suspected environmental contamination;
 2. A survey (certified to the City) for unplatted lands; and
 3. An owners policy of title insurance for all fee simple purchases by the City. In all other acquisitions, the real property office shall obtain a title policy, a title search, or an ownership and encumbrance report, as it deems appropriate, in order to confirm ownership and to ascertain any encumbrances on the property.
- E. Closing/Conveyance. The City Manager or designee is authorized to execute all necessary closing documents on behalf of the City, except that the Mayor, or Mayor Pro-tem in the absence of the Mayor, shall execute and the Clerk of the Commission shall attest any permanent easement or deed. A special warranty deed shall be used in all conveyances of fee title from the City.
- F. Disposition of Proceeds. Any proceeds from the disposition of park property (or property dedicated to the City for park purposes) shall be used exclusively for park purposes, pursuant to Section 95.36, Florida Statutes and the City Comprehensive Plan.

VI. VACATION

Upon request of an abutting property owner or upon the City's initiative, public rights-of-way or public places may be vacated by the City in accordance with the City Land Development Code. The vacation shall be accomplished by City ordinance and the City may require a vacation agreement. The ordinance shall identify any rights retained by the City, or waive same, and shall be recorded in the public records of Alachua County. In vacating rights, the City does not grant title, it merely releases the public interest in and to the property, with title passing by operation of law.

VII. PERMITS

Except as otherwise provided by City Code, the city manager or designee shall have the power and authority to grant permits for the temporary utilization of City property, in accordance with uniform procedures or guidelines promulgated by the city manager or designee for the issuance of such permits.

VIII. ACQUISITION/DISPOSITION OF PROPERTY WITH STATE OR FEDERAL FUNDS

In the event the City uses state, federal, or other grant funds for the acquisition, improvement, or disposition of property, the City shall follow the applicable local, state, or federal laws or program guidelines governing the use of such funds. In the event of conflict between such laws or guidelines and these policies, the laws and program guidelines governing the use of such funds shall control.

IX. RESERVATION AND RELEASE OF SUB-SURFACE RIGHTS

Section 270.11, Florida Statutes, automatically acts to reserve unto the City a three-fourths interest in all the phosphate, minerals, and metals and an undivided one-half interest in the petroleum on land that is conveyed by the City. The statute allows the City to expressly choose not to reserve such interests and also permits the City to sell or release the interests upon petition by the purchaser/property owner with a statement of reasons for such release.

For the fee simple disposition of property that has a residential zoning designation (regardless of the size) or that is one acre or less in size (regardless of the zoning designation), the City hereby expressly chooses not to reserve the interests that would otherwise be automatically reserved by Section 270.11, Florida Statutes. The contracts and deeds for all such dispositions should contain a statement to that effect.

With respect to all interests automatically reserved prior to the effective date of these policies or that are zoned other than residential or are larger than one acre in size, the City will consider release of such interests in accordance with the requirements of the Florida Statutes and such other procedures as the City may implement.

X. DESIGNATION AND DISPOSITION OF SURPLUS REAL PROPERTY

In furtherance of the City's goal to place surplus property back into beneficial use and on the tax roll, the following provisions will govern the designation and disposition of surplus real property.

1. Surplus Property Determination

- a. The city manager's designee shall maintain a list of all real property acquired by the City, either by donation, escheatment or otherwise.
- b. The city manager's designee shall routinely share the property list and associated information, including location, size, zoning designation, any known defects or issues, and estimated value, to all City departments and GRU to determine whether there is any potential current or future use for the property. If any City department expresses an interest in the property, the property shall be retained by the City. Final decision regarding the retention of property shall be subject to review and approval by the city manager or designee.
- c. If no City department expresses an interest in the property, the property shall be placed on a proposed surplus property list. The proposed surplus property list must identify all properties suitable for development as single-family or multi-family/mixed-use affordable housing, as determined by the Director of Sustainable Development or designee based on such factors as a lot's zoning designation, size, shape and configuration, and known environmental issues.

- d. The city manager's designee shall submit the proposed surplus property list to the City Commission, with background information on each property and a recommendation regarding the surplus designation. The City Commission shall consider the recommendation and background information and adopt a resolution determining which of the properties, if any, are surplus and which of the surplus properties are appropriate for affordable housing, and setting any minimum reserve bid for properties as it deems appropriate.
- e. The city manager may at any time take an item to the City Commission seeking a resolution to remove a certain property(ies) from the affordable housing property list in order to dispose of the property(ies) in accordance with Section 3 below.

2. Disposition of Surplus Property Designated for Affordable Housing

- a. Single-Family Properties
 - i. Disposition of single-family properties shall support the City's housing goals, including the provision of permanent affordable housing, neighborhood enhancement and stabilization, infill development, and mitigation of the impacts on vulnerable communities from gentrification and displacement.
 - ii. The city manager's designee shall maintain a list of nonprofit housing organization (NHO) that conduct business in the City of Gainesville, capable of constructing permanent housing. Any nonprofit entity that is engaged in providing permanent affordable housing may contact the city manager's designee to be placed on the list.
 - iii. The city manager's designee shall provide the City Commission's approved list of single-family affordable housing properties to the NHOs. Each interested NHO shall communicate its request for the property in writing to the city manager's designee. The requests will be placed in numerical order based on date and time received. The city manager's designee will then offer a real estate contract (on the terms detailed below) to the entity that submitted the first request. If that entity does not execute the contract and return it to the CITY MANAGER'S DESIGNEE by 5 PM on the 7th calendar day after the contract was offered to the entity, the offer shall be deemed withdrawn by the City and the real estate office shall move on to the entity that submitted the second request, and so on, until a contract is executed, or the list of requestors is exhausted.
 - iv. Terms for real estate contract:
 - 1. Sales price – Below fair market price and other valuable consideration (namely the use and transfer restrictions below).
 - 2. Buyer pays all closing costs, which shall include any and all due diligence performed by the City including but not limited to title searches, surveys, and environmental assessments.
 - 3. The property is sold "as-is", whether vacant or occupied.

4. Buyer commits to, within the time specified by the City (which may vary depending on the condition of the property), put the property to use for affordable housing. The property may not be sold by the Buyer except to a person who will occupy the property as their homestead. All dispositions shall be conditioned upon a legal mechanism(s), as determined and approved by the City Attorney's Office, that ensure the property will be permanently used as affordable housing.
- v. If no contract is executed with a NHO, the City shall dispose of the property in accordance with the provisions for disposing of Multi-Family/Mixed-Use Properties for affordable housing, as applicable.

b. Multi-Family/Mixed-Use Properties

- i. Disposition of multi-family/mixed-use properties shall support the City's housing goals, including the provision of permanent affordable housing at sufficient densities to address the community's affordable housing needs and to facilitate the dispersal of low-income, very low-income and extremely low-income housing units throughout the City on larger sites suitable for multi-family/mixed-use development.
- ii. Multi-family/mixed-use properties must be disposed of in a competitive manner. However, the City Commission may determine that a non-competitive disposition of multi-family/mixed-use property is the best option to achieve the greatest public benefit in the provision of permanent affordable housing, and therefore it may consider offers received for affordable housing developments on multi-family/mixed-use property for approval. The terms of any real estate contract must include the following:
 1. Sales price – must be negotiated by the City Manager or designee with the goal of achieving the greatest provision of permanent affordable housing, with such negotiation taking into consideration factors including but not limited to any minimum bid set by the City Commission, any applicable appraisals, and the "Just Value" as determined by the Alachua County Property Appraiser.
 2. Buyer pays all closing costs, which shall include any and all due diligence performed by the City including but not limited to title searches, surveys, and environmental assessments.
 3. The property is sold "as-is", whether vacant or occupied.
 4. The property is sold with a restriction that a certain amount or percentage of housing development on the property, as determined and negotiated by the City Manager or designee, shall be permanent affordable housing. All dispositions shall be conditioned upon a legal mechanism(s), as determined and approved by the City Attorney's Office, that ensure the property will be permanently used as affordable housing.

3. Disposition of Surplus Property Not Designated for Affordable Housing

With the assistance of the Budget and Finance Department, the city manager's designee shall dispose of property in a competitive manner, with the following exceptions: 1) property that is sold to abutting property owners because the property is otherwise undevelopable or unusable; and 2)

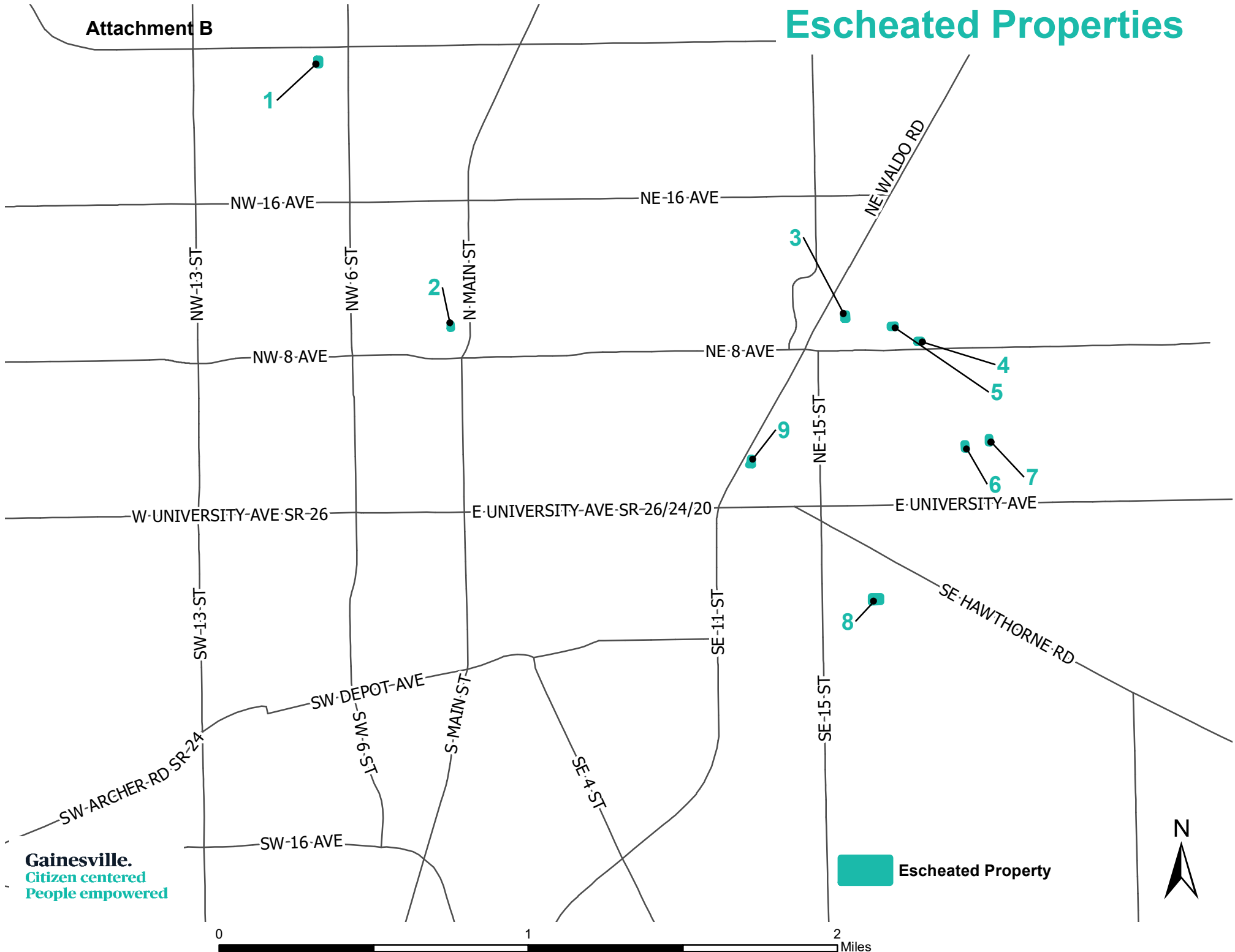
property that the City uses as consideration in a contract that is otherwise in the public interest. In addition, nothing contained in this policy is intended or shall be interpreted as limiting the right of the City to achieve specific objectives in its disposition of surplus property. The terms of the real estate contract shall include the following:

1. Sales price – Minimum bid shall be any reserve set by the City Commission, the “Just Value” as determined by the Alachua County Property Appraiser, or any applicable appraisals received, whichever is greater.
2. Buyer pays all closing costs.
3. The property is sold “as-is”, whether vacant or occupied.

XI. TAX ESCHEATED PROPERTIES

If property is occupied at the time of its conveyance from the County to the City, the City Manager or designee is authorized to take action to eject the unlawful occupant. Prior to doing so, the City Manager shall allow a period of 90 calendar days for the occupant to find other housing and remove their personal belongings from the property. Upon request of the City Manager, the City Attorney is authorized to take all necessary legal action to effect the ejection. Tax escheated properties shall be disposed of in accordance with Section X above.

Escheated Properties



Gainesville.
Citizen centered
People empowered

Attachment B

Attachment B2
RFP-200030-GD-Real Estate Brokerage Services

Map Key Report for Escheated Properties

ID	PARCEL ID	SITE ADDRESS	QUAD	ZONING	PURPOSE	TAX ASSESSED VALUE	ESTIMATED ACRES
1	09312-000-000	700 Block NW 22nd Ave	NW	RC	Escheated 2/20/19- 4665/942-Map 3750	\$ 12,000	0.0918
2	09862-000-000	100 Block NW 10th Ave	NW	U8	Escheated 3/12/19- 4670/75-Map 3851	\$ 19,200	0.0551
3	10676-003-000	1500 Block NE 10th Ave	NE	RC	Escheated 3/12/19- 4670/74-Map 3854	\$ 8,000	0.1400
4	10733-070-000	800 Block NE 19th St	NE	RC	Escheated 3/14/19-4670/966-Map 3854	\$ 7,000	0.0919
5	10827-000-000	900 Block NE 18th St	NE	RC	Escheated 3/12/19-4670/76-Map 3854	\$ 8,000	0.1100
6	11127-008-000	2000 Block NE 3rd Pl	NE	RC	Escheated 2/20/19- 4665/943-Map 3954	\$ 5,500	0.0918
7	11128-005-000	2100 Block NE 4th Ave	NE	RC	Escheated 2/20/19- 4665/945-Map 3955	\$ 6,500	0.0918
8	11310-001-000	500 Block SE 17th Terr	SE	U3	Escheated 2/20/19-4665/944-Map 4054	\$ 10,000	0.3700
9	11420-001-000	Waldo Rd & NE 3rd Ave	NE	U4	Escheated 2/20/19-4665/941-Map 3953	\$ 10,000	0.1100

Attachment C



ATTACHMENT C2

RFP#CMGR-200030-GD - Real Estate Brokerage Services

Map Key Report for Potential Surplus Properties

ID	PARCEL ID	SITE ADDRESS	QUAD	ZONING	PURPOSE	TAX ASSESSED VALUE	ESTIMATED ACRES
1	10674-016-000	1738 NE 9TH AVE	NE	RC	Duval Replat 2739/500	\$ 8,000	0.1381200
2	10674-018-000	1742 NE 9TH AVE	NE	RC	Duval Replat 2682/1137	\$ 2,000	0.0797877
3	10675-007-000	913 NE 16TH TER	NE	RC	Duval Replat 3117/1273	\$ 8,400	0.1627863
4	10675-013-000	1622 NE 9TH AVE	NE	RC	Duval Replat 3117/1275	\$ 2,000	0.0785580
5	10675-014-000	1626 NE 9TH AVE	NE	RC	Duval Replat 2825/809	\$ 8,000	0.1381294
6	10677-001-000	1609 NE 9TH AVE	NE	RC	Duval Replat 2760/499	\$ 8,000	0.1482623
7	10677-014-000	817 NE 15TH TER	NE	RC	Duval Replat 2733/973	\$ 2,000	0.0524487
8	10678-004-000	823 NE 16TH TER	NE	RC	Duval Replat 3091/1166-- 3046/1348	\$ 2,000	0.0690654
9	10678-005-000	1623 NE 9TH AVE	NE	RC	Duval Replat 2645/461	\$ 8,000	0.1490293
10	10678-007-001	0 NE 16TH TER	NE	RC	Duval Replat 3178/1169	\$ 2,000	0.0544594
11	10679-002-000	1725 NE 9TH AVE	NE	RC	Duval Replat 2829/723	\$ 8,400	0.2071743
12	10679-005-000	827 NE 17TH ST	NE	RC	Duval Replat 3117/1273	\$ 8,000	0.1487930
13	10733-003-000	927 NE 19TH ST	NE	RC	Duval Replat 2820/460	\$ 7,000	0.0944355
14	10733-029-000	907 NE 18TH TER	NE	RC	Donated 3983/1054	\$ 7,000	0.0902434
15	10733-002-000	926 NE 19TH TER	NE	RC	Escheated 3943/2292	\$ 7,000	0.0931122
16	10733-040-000	902 NE 19TH ST	NE	RC	Donated 4058/1296	\$ 7,000	0.0929391
17	11302-002-000	506 SE 18TH ST	SE	U3	Escheated 4141/423	\$ 16,000	0.6674590
18	11367-000-000	1718 NE 4TH AVE	NE	RC	Housing Infill 3066/161 3941/1242-- 4096/510	\$ 12,000	0.2110054
19	11751-000-000	1426 SE 3RD AVE	SE	U3	500/163 Certificate of Title	\$ 8,000	0.1349528
20	12092-000-000	740 SE 8TH ST	SE	U2	Code Enforcement Acquisition 2399/19	\$ 12,000	0.2504395
21	12885-000-000	204 W 0TH AVE	W	RMF-5	1726/22	\$ 7,000	0.2785305

ATTACHMENT C2

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Map Key Report for Potential Surplus Properties

22	12907-000-000	0 SW 4TH ST	SW	PS	Tot Lot 1279/330 1267/794 Porters	\$ 15,200	0.2900116
23	13301-000-000	318 SW 7TH PL	SW	PS	Tot Lot 495/4 Porters	\$ 5,600	0.2004873
24	13369-000-000	511 SW 7TH AVE	SW	RMF-5	1664/2172 Porters	\$ 4,900	0.1725292
25	13738-000-000	820 NW 4TH AVE	NW	CON	Tot Lot 812/264	\$ 27,800	0.1279056
26	13748-001-000	810 NW 3RD AVE	NW	U4	Donation from Wells Fargo Book 4267 page 1962	\$ 18,500	0.1648917
27	13877-000-000	1116 NW 6TH PI	NW	RC	Title Problems 1320/971-- 3084/1219	\$ 9,500	0.1138583
28	13879-000-000	1106 NW 6TH PL	NW	RC	Housing Relocation 1834/2710 (Structure- 750 sf)	\$ 33,400	0.1071328
29	13886-000-000	1025 NW 6TH PI	NW	RC	Ager Carter Life EState 1840/238	\$ 14,300	0.1688315
30	13911-000-000	1008 NW 7TH AVE	NW	U6	Mom's Kitchen 3878/2200	\$ 31,500	0.1447987
31	13956-000-000	1007 NW 5TH AVE	NW	U6	Seminary Tot Lot-1100/847	\$ 36,400	0.1612203
32	14455-000-000	512 NW 6TH AVE	NW	RC	1979/1653	\$ 13,700	0.0654265
33	14479-000-000	414 NW 5TH AVE	NW	U6	1065/340	\$ 88,500	0.3932939
34	15851-004-000	409 SE WILLISTON RD	SE	RMF-6	Escheated from County 3464/361	\$ 800	0.0690182
35	15853-000-000	1750 SE 5TH ST	SE	RMF-6	Escheated from County 3464/361	\$ 5,000	0.4380733

ATTACHMENT D
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Rental Properties - May, 2020

Parcel ID #	Address	Name
07879-003-004	5701 NW 34 th Blvd, 32653	Senior Recreation Center
08197-009-000	3055 NE 28 th Drive, 32609	Gainesville Empowerment Center (former Gainesville Corrections facility)
11340-000-000	2153 SE Hawthorne Road, 32641	GTEC
11619-000-000	1714 SE Hawthorne Road, 32641	Southern Charm Restaurant
12720-001-000	606 SE Depot Avenue, 32601	Catalyst Building
12832-000-000	25 SE 2 nd Place, 32601	Hippodrome State Theatre
12953-000-000	40 SW 2 nd Street, 32601	Downtown Convenience LLC
12953-000-000	48 SW 2 nd Street, 32601	Volta Coffee
12953-000-000	60 SW 2 nd Street, 32601	The Whiskey House (vacant)
13759-000-000	321 NW 10 th Street 32601	Wilhelmina Johnson Resource Center
14584-002-000	115 S. Main Street, 32601	The Tench Building is rented via PRCA
14622-000-000	104 SE 1 st Avenue, 32601	Bethel Station
14622-000-000	185 E University Avenue, 32601	City Slice Pizza
16004-000-000	201 SE Depot Avenue, 32601	Historic Depot Building