



MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER

Invitation to Bid RFP # 24-001

2024 Broward County Property Sketching Program

RFP Issued:
March 6, 2024

SUBMISSION DEADLINE:
Friday, March ~~8~~ **29**, 2024 - 1:00 p.m. EST

For Information Contact:
Brian Allen, Director of Technology
Broward County Property Appraiser's Office
115 South Andrews Avenue, Room 111
Fort Lauderdale, Florida 33301
ballen@bcpa.net
954-357-6159

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REQUEST FOR PROPOSALS: 2024 Broward County Property Sketching Program

The Broward County Property Appraiser, a constitutional office established under the Laws of Florida, (herein after the BCPA), will receive bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the state of Florida or authorized to conduct business in the state of Florida.

TIME AND DATE DUE: Bids will be received until March 8 29, 2024 at 1:00 pm EST at which time they will all be publicly opened. All interested parties are invited to attend this opening.

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Important note: A prohibition of lobbying has been enacted. Please review paragraph A.17 carefully to avoid violation and possible sanctions.

SECTION A: INFORMATION TO BIDDERS

BIDDERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

A.01 OPENING LOCATION

The bids will be publicly opened in the Broward County Property Appraiser's office, 115 S. Andrews Avenue, Room 111, Ft. Lauderdale, Florida, in the presence of the BCPA or his designee, the Director of Technology at the time and date stated. All bidders or their representatives are invited to be present.

A.02 BID FORM DELIVERY REQUIREMENTS

Any bids received after the stated date and time will not be considered. It shall be the sole responsibility of the bidders to have their bid delivered to the BCPA for receipt on or before the stated date and time. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidders' request and expense.

A.03 CLARIFICATION AND ADDENDA

Each bidder shall examine all Invitation to bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request to Bid shall be **made in writing via email to the BCPA's Director of Technology, at ballen@bcpa.net**. The BCPA shall not be responsible for oral interpretations given by any employee of the BCPA, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this bid, the BCPA will attempt to notify all prospective bidders who have secured same. However, it shall be the responsibility of each bidder, prior to submitting their bid, to contact the Director of Technology to determine if addenda were issued and to make such addenda a part of their bid.

A.04 SEALED & MARKED

One (1) original signed bid, signed in blue ink, and one (1) copy of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid RFP #24-001" and addressed to:

Mila Schwartzreich, General Counsel
Broward County Property Appraiser
115 S Andrews Avenue, Room 111
Fort Lauderdale, FL 33301

A.05 LEGAL NAME

Bids shall clearly indicate the legal name, address, and phone number of the bidder (company, firm, and partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

A.06 BID EXPENSE

All expenses for making bids to the BCPA are to be borne by the bidder.

A.07 DISCLOSURE

Public disclosure of bids shall comply with the Florida Public Records law, Chapter 119, Florida Statutes.

A.08 RESERVED RIGHTS

The BCPA reserves the right to accept or reject any and/or all bids, in whole or in part, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the BCPA depending upon available competition and timely needs of the BCPA. The BCPA reserves the right to award the contract to a responsible bidder submitting a responsive bid, with a resulting negotiated agreement which is most advantageous and in the best interests of the BCPA. The bid price is a significant factor considered by the BCPA in the award of the contract, but other factors in the response are also considered. The BCPA shall be the sole judge of the bid, and the resulting negotiated agreement that is in its best interest and its decision shall be final. BCPA reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to perform the work or service requested. Information the BCPA deems necessary to make this determination shall be provided by the bidder. Such information may include but shall not be limited to: verification of availability of equipment and personnel and past performance records.

A.09 APPLICABLE LAWS

Bidders must be authorized to transact business in the state of Florida. All applicable laws and regulations of the state of Florida and ordinances and regulations of Broward County will apply to any resulting agreement. A protest with respect to this Invitation to Bid shall be submitted in writing prior to the scheduled opening date of this bid, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the fact giving rise to such protest prior to the scheduled opening date of this bid. Any protest shall be submitted within six calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.10 CODE OF ETHICS

With respect to this bid, if any bid violates or any bidder is a party to a violation of the state of Florida Code of Ethics for Public Officers and Employees per Florida Statutes, Chapter 112, Part III, such bidder may be disqualified from furnishing the goods or services submitted and shall be further disqualified from submitting any future bids for work or for goods or services for the BCPA.

A.11 COLLUSION

By offering a submission to this Invitation to Bid, the bidders certify they have not divulged, discussed, or compared their bid with other bidders, and have not colluded with any other bidder(s) or parties to this bid whatsoever. Also, all bidders certify, and in the case of a joint bid each party certifies as to its own organization that in connection with this bid:

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.12 BID FORMS

Bids must be submitted in the format specified in Section B hereof. Additional support information may be included.

A.13 DISCOUNTS

Any and all discounts must be incorporated into the prices contained in the bid and not shown separately. The prices as shown on the bid form shall be the prices used in helping to determine award.

A.14 TAXES

The BCPA is exempt from all taxes. A Tax-Exempt Certificate will be supplied to the successful bidder upon request. Therefore, the bidder is prohibited from delineating a separate line item in their bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

A.15 MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.16 AMERICANS WITH DISABILITIES ACT

The BCPA does not discriminate upon the basis of any individual's disability. This non-discrimination policy involves every aspect of the BCPA's functions including one's access to, participation, employment, treatment in its programs or activities.

A.17 LOBBYING

After the issuance of any Invitation to Bid, prospective bidders or any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation to Bid with any officer, agent or employee of the BCPA other than **in writing via email to the BCPA's Director of Technology, at ballen@bcpa.net** or as directed in the Request to Bid. Contact with the Director of Technology shall be strictly limited to questions requesting clarification of RFP provisions, or regarding the proper form and substance of the Bidder's RFP Response. This prohibition begins with the issuance of any Request to Bid and ends upon execution of the final contract or when the request has been canceled.

A.18 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, or 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 (\$25,000) for a period of 36 months from date of being placed

on the convicted vendor list.

A.19 DRUG-FREE WORKPLACE

The BCPA adopted a policy regarding bidders maintaining a drug-free workplace. This policy prohibits the award of bids to any person or entity that has not submitted a written certification to the BCPA that it has complied with those requirements. A Drug-Free Workplace Certification form is attached for this purpose.

A.20 EQUAL EMPLOYMENT OPPORTUNITY

The BCPA, in accordance with provisions of Title VII of the Civil Rights Act of 1964 and the regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective bidders that they will affirmatively ensure that in any contract entered into pursuant to this bid offering, minority business enterprises will be afforded full opportunity to participate in response to this offering and will not be discriminated against on the grounds of race, color, creed, sex, age, national origin, or sexual orientation in consideration for an award.

A.21 CONTRACT FORMS, TERM, EXTENSION

Any agreement, contract or purchase order resulting from the acceptance of a bid shall be on forms approved by the BCPA. **The term for any such agreement shall be for one (1) year, with a renewal option for a second (2nd) year at the discretion of the BCPA.** Bidder agrees that should the BCPA determine to extend the agreement for a second (2nd) year, its bid for goods and/or services shall be the same price per unit used to determine the first (1st) year's cost of goods and/or services, regardless of any reduction or increase in unit quantity by the BCPA.

A.22 LOCAL PREFERENCE

The BCPA provides a local preference. The BCPA reserves the right to award the contract to a local vendor if the price is within 10% of the lowest price submitted by any bidder.

SECTION B: FORM OF BID

B.01 MINIMUM QUALIFICATIONS

Bidders must have the capability/equipment/personnel which would enable them to transfer data through FTP transfer. Bidder must have back-up equipment available for printing, folding, inserting, and mailing in case of equipment failure.

B.02 ADMINISTRATIVE SUBMITTAL

- a. Bid Signature Form
- b. Drug-Free Workplace Certification (Attachment A);
Crimes Certification (Attachment B)

B.03 INFORMATION TO BE SUBMITTED

- a. Description of firm's background and size, location of home office, and location of nearest local representative with whom the BCPA will communicate and coordinate administrative issues.
- b. An Executive Summary showing the bidder has the interest, knowledge, understanding of, and the means to provide the goods and/or services as outlined in the Request to Bid.
- c. List of clients for whom your firm has provided similar professional services within the last three (3) years. Such information should include name, title, address, phone number of the organizations or individuals provided as references and the date (by month and year) when the services were provided.
- d. Identity of each person(s) within your firm who will be professionally associated with the BCPA on the day-to-day operations and oversight of this project. Describe their respective areas of expertise. Include Office, Cell, and after-hour emergency contact information and phone numbers.

BIDDER INFORMATION QUESTIONNAIRE

Bidder Name: _____

If you are attaching additional sheets to answer the following questions, please include the number of the question with your answer.

1. Data Conversion:

- How will you handle data migration from our existing systems to the new IT sketch software?
- What formats are supported for data import/export?
- Can you provide examples of successful data conversions you've performed in similar projects?

2. Service Level Agreement (SLA):

- What response times can we expect for critical issues, high-priority requests, and general inquiries?
- How do you measure and report SLA compliance?

3. Scope of Work:

- Describe the specific functionalities and features covered by the IT sketch software.
- What customization options are available to tailor the software to our needs?
- Outline any limitations or exclusions within the scope.

4. Contact Person:

- Who will be our primary point of contact during the RFP process and throughout the project?
- Include their name, title, email, and phone number.

5. Previous Agency Experience:

- Provide references from other agencies or organizations where you've implemented similar IT sketch software.
- What challenges did you face in those projects, and how did you overcome them?
- Can you share any success stories or lessons learned?

6. Staffing:

- Who will be assigned to our project? Please provide details about their expertise and roles.
- How do you handle staff turnover or unexpected absences?
- Is there a dedicated project manager?

7. Storage:

- Specify the storage requirements for the software (e.g., server space, cloud storage).
- Describe redundancy, backup, and disaster recovery mechanisms.
- Explain scalability options as our data volume grows.

8. Milestones and Timelines:

- What are the key project milestones, and when can we expect to achieve them?
- Provide a detailed project timeline, including development, testing, and deployment phases.
- How flexible are you in adjusting timelines if needed?

9. Training Approach:

- How will you deliver training to our staff? (e.g., on-site, virtual, self-paced)
- What training materials (manuals, videos, etc.) will be provided?
- Can you customize the training based on our agency's specific needs?

10. User Roles and Levels:

- How will you tailor training for different user roles (administrators, end-users, etc.)?
- Do you offer advanced training for power users or system administrators?

11. Training Schedule:

- Provide a proposed training schedule, including dates, times, and duration.
- How many training sessions will be conducted, and how will they be spaced out?

12. Hands-On Training:

- Will there be hands-on exercises during training sessions?

- Can users practice be using the software in a simulated environment?

13. Proficiency:

- How will you assess users' understanding and competency?

14. Post-Implementation Support:

- What ongoing support will be available after training?
- Can users access additional resources or refresher training?

SECTION C: SCOPE and GENERAL SPECIFICATIONS

The Sketching Program must include the following features:

1. **Web-Based Sketch Display:**

- The program should allow sketches to be displayed on the Broward County Property Appraiser's Office website.
- Public users should be able to view property sketches online.

2. **Database Integration:**

- The program must communicate with a central database to save and retrieve sketch information.
- Sketch data should be quarriable for assessment purposes.

3. **Adjusted Square Footage Calculation:**

- Each area code (e.g., rooms, structures) should have an associated adjustment factor.
- The program must calculate, and sum adjusted square footage based on these factors.

4. **Year Tracking:**

- The system should allow the user to identify which changes are to be considered an addition, deletion, or review (determines if the change affects the assessment cap) for a specific year. The system should archive sketches by tax year.

5. **Multiple Calculations per Property:**

- The program should handle multiple sketches or identifiers for a single property.
- Users may need to create separate sketches for different purposes (e.g., renovations, additions).

6. Unique Area Identifiers:

- Each area within a property should have a non-changing unique identifier.
- Changes to specific areas should be easily traceable.

7. Layered Sketching:

- The program should allow areas to be drawn on top of other areas (e.g., screen over a pool).

8. Standardized Area Codes and Adjustment Factors:

- Implement a method to ensure consistent area codes and adjustment factors across all users.

9. Security Measures:

- Prevent unauthorized users from adding or modifying area codes and adjustment factors.
- Ensure data security and access control.

10. API Integration:

- Provide an accessible API for seamless integration with other systems used by the Property Appraiser's Office.

11. Property Use Identification:

- Must be able to label multi-use properties for valuation purposes.

12. Homesteaded Portion Identification:

- Identify areas within a property that qualify for homestead exemptions.

13. Handling Non-Sketched Areas:

- Address properties with areas not explicitly sketched (e.g., open land, undeveloped spaces).

14. Future Year Tracking:

- Extend the system to handle future years for the "year added" field.
- Currently, it only allows one year from the current year.

15. Additional Calculations by Area Code:

- Calculate other property values (e.g., under-air square footage, number of stories) based on area codes.

16. Measurement Tools:

- The ability to precisely measure distances, areas, and angles within the sketch.
- The ability to calculate an area using Under Air square footage.
- The ability to calculate an area using our Adjusted Square Footage.

17. Floor Plan Tools:

- The ability to measure from floor plans by adding them directly into the sketch program.

18. Export Options:

- Should be able to export sketches and reports into a PDF and integrate with our current programs.

19. Annotation Features:

- The ability to add label or notes on to the sketch.
- The ability to highlight important features within the sketch.

20. Models:

- The ability to create a model from a floor plan. Then, create multiple sketches from the one floor plan.

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to perform as per the agreement. If the firm is selected by the BCPA, the undersigned certifies that he/she will negotiate in good faith to establish an agreement to provide a Sketching program according to the requirements of this RFP # 24-001.

Should the BCPA determine to extend any agreement resulting from the acceptance of this proposal for a second (2nd) year (as set forth in A.21), we hereby agree that the price per unit quoted above shall be the same price per unit to be used to determine costs of the goods and/or services for the second (2nd) year, regardless of an increase or decrease in quantity by the BCPA.

Authorized Signature

Witness Signature

Date_____

Date_____

Printed Name and Title of Above Signer

Printed Name and Title of Above Signer

ATTACHMENT A

DRUG FREE WORKPLACE CERTIFICATION

SWORN STATEMENT PURSUANT TO BROWARD COUNTY BCPA POLICY ON DRUG FREE WORKPLACE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Broward County Property Appraiser

by: _____
[print individual's name and title]

for: _____
[print name of entity submitting sworn statement]

whose business address is: _____

And its Federal Employer Identification Number or Social Security Number (if applicable) of the individual signing this sworn statement is _____

I understand that no person or entity shall be awarded or receive a BCPA contract for public improvements, procurement of goods or services (including professional services) or a BCPA lease unless such person or entity has submitted a written certification to the BCPA that it will provide a drug free workplace by:

- (1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined by Section 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, including but not limited to all locations where employees perform any tasks relating to any portion of such contract or business transaction;
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (vi) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy

containing the foregoing elements (i) through (iv).

- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- (4) Notifying the BCPA within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE BCPA IS VALID THROUGH FOR ONE (1) CALENDAR YEAR FROM THE DATE WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH IF THE BCPA DETERMINES THAT:

- (1) such person or entity has made a false certification;
- (2) such person or entity violates such certification by failing to carry out the requirements of sections (1) thru (6) above; or
- (3) such as number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace.

DRUG FREE WORKPLACE CERTIFICATION

[Signature]

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 2023,

by _____ who is personally known to me or has

produced the following identification:

[Type of Identification]

Notary Public - State of Florida

My Commission Expires _____

[Printed, typed or stamped commissioned name of Notary
Public]

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Broward County Property Appraiser by _____
[print name and
_____ for _____
title of individual] [print name of entity submitting sworn statement]

whose business address is: _____ and (if
applicable) its Federal Employer Identification Number (FEIN) is _____.
[Soc Sec # if no FEIN]

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession, or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the Broward County Property Appraiser that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Broward County, the state of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the BCPA, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct in items (1), (2), or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common board of directors. For purposes of the form, business

entities are affiliated if, directly or indirectly, one business entity controls or has power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to the BCPA's Director of Information Technology Department. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the BCPA.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE BCPA IS VALID FOR ONE (1) CALENDAR YEAR FROM THE DATE WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE BCPA DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signature

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2023,

by _____. Personally known _____ or

produced identification _____

[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

SIGNATORY REQUIREMENT - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.



MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER