

Solicitation RFP-4541-17-RL

Sale of City-Owned Property

Bid Designation: Public



City of Hollywood, Florida

Bid RFP-4541-17-RL Sale of City-Owned Property

Bid Number RFP-4541-17-RL
Bid Title Sale of City-Owned Property

Bid Start Date Dec 29, 2016 4:37:47 PM EST
Bid End Date Feb 16, 2017 3:00:00 PM EST
Question & Answer End Date Jan 23, 2017 5:00:00 PM EST

Bid Contact Robert Lowery
 Procurment Contracts Officer
 954-921-3552
 RLOWERY@hollywoodfl.org

Bid Contact Daniel Mainero
 Procurement Specialist
 954-921-3248
 dmainero@hollywoodfl.org

Bid Contact Paul Bassar
 Contract Compliance Officer
 954-921-3015
 pbassar@hollywoodfl.org

Pre-Bid Conference Jan 17, 2017 9:30:00 AM EST
Attendance is optional
Location: City Hall
Room 215
2600 Hollywood Boulevard
Hollywood, FL 33020

Addendum # 1

New Documents	Bid-Proposal Conference Sign-In Sheet.pdf
---------------	---

Description

The City of Hollywood Department of Development Services, Community Development Division, invites interested parties to submit proposals for the purchase, rehabilitation and conveyance to end users of five (5) single family and two (2) multi-family residential properties. The properties are currently vacant and are located throughout the city, as further described within this document. Closing shall be done pursuant to a Purchase and Sale Agreement (Exhibit D) based upon the attached document and including relevant portions of this RFP.

This RFP document includes the City's goals with respect to the properties, detailed site information regarding the properties being

offered for sale, and an explanation of the proposal process and timelines. **Proposals must be accompanied by a deposit made in the form of a Cashier's Check equal to ten (10) percent of the offer amount. The deposit shall be non-refundable to the successful proposer, but it will be applied toward the purchase price. The deposit of unsuccessful proposers shall be returned.**

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL



**Sale of City-Owned Property
RFP-4541-17-RL**

Issue Date: December 29, 2016

Closing Date: February 16, 2017

Pre-Proposal Meeting Date: January 17, 2017

Location: City Hall/Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): _____ Federal Tax Identification Number: _____

If Corporation - Date Incorporated/Organized: _____

State Incorporated/Organized: _____

Company Operating Address: _____

City _____ State _____ Zip Code _____

Remittance Address (if different from ordering address): _____

City _____ State _____ Zip Code _____

Company Contact Person: _____ Email Address: _____

Phone Number (include area code): _____ Fax Number (include area code): _____

Company's Internet Web Address: _____

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: Date

Type or Print Name: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

SUBMISSION

Response to this Request must be submitted to the City of Hollywood, City Hall, City Clerk’s Office, 2600 Hollywood Boulevard, Room 221, Hollywood Florida 33020 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label the below on all packages when returning your bid or proposal to the City



A.

Bid/Proposal Name: Sale of City-Owned Property
Bid/Proposal Number: RFP-4541-17-RL
Bid/Proposal Opening Date: February 16, 2017

Firm Name/Address: _____

Return to:

City of Hollywood, Florida
c/o: Office of City Clerk
2600 Hollywood Blvd., Rm#: 221
Hollywood, Florida 33020

RESPONSE MUST INCLUDE:

- One (1) original**
- Five (5) Copies**
- One (1) complete electronic copy (CD, DVD or Flash Drive)**

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

CONE OF SILENCE

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL**RFP-4541-17-RL - Sale of City-Owned Property****PART I: INTRODUCTION****I. BACKGROUND**

The City of Hollywood Department of Development Services, Community Development Division, invites interested parties to submit proposals for the purchase, rehabilitation and conveyance to end users of five (5) single family and two (2) multi-family residential properties. The properties are currently vacant and are located throughout the city, as further described within this document. Closing shall be done pursuant to a Purchase and Sale Agreement (Exhibit D) based upon the attached document and including relevant portions of this RFP.

This RFP document includes the City's goals with respect to the properties, detailed site information regarding the properties being offered for sale, and an explanation of the proposal process and timelines. **Proposals must be accompanied by a deposit made in the form of a Cashier's Check equal to ten (10) percent of the offer amount. The deposit shall be non-refundable to the successful proposer, but it will be applied toward the purchase price. The deposit of unsuccessful proposers shall be returned.**

If the successful proposer fails to close on the transaction, the deposit shall be retained by the City. If the successful proposer fails to complete rehabilitation and final disposition of the properties within the time allotted for project, the City may recover title to any property which has not been conveyed to end user and the proposer shall reimburse the City for any costs incurred.

II. REDEVELOPMENT GOAL FOR THE PROPERTIES

The goal of the solicitation is to convey all of the properties to one (1) ownership entity in a single transaction. Thereafter, the successful proposer shall rehabilitate each property as necessary to provide decent, safe and sanitary housing per applicable federal/state/local regulations; 2) convey the properties to end users. Rehabilitation shall result in legal, functional and visually appealing dwelling units that are compatible with the surrounding areas.

The City of Hollywood places great emphasis on ensuring that the rehabilitated properties undergo regular maintenance and upkeep. Proposals that include homeownership shall require prospective end-purchaser to attend housing counseling offered by a HUD-certified housing counseling agency. Counseling shall ensure to the greatest extent feasible that prospective end-purchaser is educated in the financial commitment involved and the physical maintenance requirements (roof, HVAC, plumbing, electrical, appliances, and exterior appearance features, including landscape) of home ownership. Proposers shall include their strategy for carrying out this component during the affordability period.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

Proposals that include a rental component shall include details about the proposer's maintenance plan for the rental units during the affordability period.

Home ownership as the end user's principal residence is strongly encouraged and preference in evaluation will be given to proposals that include home ownership. Home owners have a greater financial stake in the neighborhood, higher civic participation, are typically more stable and have high rates of property maintenance and improvement. For each property proposed for home ownership, the proposer will be awarded five (5) preference points up to a maximum of thirty-five (35) points.

The successful proposer is responsible for any costs associated with carrying out the project, including but not limited to real estate closing costs, property rehabilitation costs, permit and inspection fees, costs of conveying properties to end user, program monitoring costs, etc.

Preference shall be given to proposals that result in disposition of the rehabilitated properties to households whose income does not exceed 120% of the Area Median Income (AMI) as published by the Department of Housing and Urban Development (HUD) annually. For each restricted property the proposer shall be awarded ten (10) preference points up to a maximum of seventy (70) points. Following are additional requirements governing this disposition model.

Declaration of Restrictive Covenants

A Declaration of Restrictive Covenants will be placed on the property enforceable by the City. This Declaration shall be binding upon the subject properties from the date of execution of the Declaration and shall bind the successful proposer, and all assigns, heirs, devisees, executors, administrators, personal representatives, and other successors in interest of the successful proposer to the Subject Property however title thereto shall be acquired

Ownership Disposition

The Declaration shall require that the maximum resale price does not exceed the Maximum FHA Mortgage Limits for Broward County as published by HUD annually. The household income of the end buyer shall not exceed 120% of the Area Median Income (AMI) as published by the Department of Housing and Urban Development (HUD) annually. For Subject Property proposed for ownership, the Declaration shall remain in place for five (5) years from date of initial purchase.

Rental Disposition

The Declaration shall require that the maximum rent charged to tenants must not exceed the 80% Maximum Rent Limit as published by HUD annually minus an appropriate utility allowance derived from the current Hollywood Housing Authority Utility Allowance Schedule, adjusted annually. The household income of tenants shall not exceed 80% of

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

the AMI as published by HUD annually. For Subject Property proposed for rental, the Declaration shall remain in place for a period of fifteen (15) years from date of initial purchase.

Prior to any subsequent conveyance of Subject Property during the affordability period, the successful proposer shall inform any prospective purchaser in writing of the Declaration of Restricted Covenants (if applicable). The successful proposer shall notify the Community Development Division in writing of any subsequent conveyance of Subject Property.

Ten (10) preference points shall be awarded to proposals submitted by non-profit organizations whose mission includes providing affordable housing for low- to moderate-income households. Proposers claiming this preference must submit written documentation containing specific and detailed information sufficient for City staff to confirm the validity of the claim. Preference points will not be awarded unless such claim is verified.

III. DESCRIPTION OF PROPERTIES

The rehabilitation work required involves major structural and mechanical systems. The list below is typical; however it is not necessarily all-inclusive.

- Roof (replace with like materials)
- HVAC system – replace with minimum 16 SEER unit
- Plumbing systems – replace water heater (tankless, where feasible), toilets (with low flow/water-saver units), faucets.
- Septic system – repair/replace, where applicable
- Electrical systems – upgrade per code, replace fixtures with energy-efficient units
- Install attic insulation
- Install impact windows and exterior doors (including garage door, if applicable)
- Gutters – install/repair
- Painting – complete exterior and interior
- Parking surfaces and walkways – repair/replace, as needed
- Fence - replace chain-link fence with wood privacy fence in rear
- Appliances – install Energy Star refrigerator, dishwasher, washer, clothes dryer
- Landscaping – install sod, trees, decorative plants, irrigation system

Examples of cosmetic work required includes repair/replacement of kitchen cabinets, sink, countertop; bathroom vanities, lavatory, top; flooring throughout house; window treatments.

Green building practices shall be utilized, with energy-efficient materials, components and fixtures. All work shall be conducted in conformance with Florida Building Code, latest edition. Work shall be done in a professional and workmanlike manner resulting in a high quality, aesthetically pleasing finished product which meets or exceed HUD Housing Quality Standards and.

Developer is responsible for obtaining the appropriate permits and inspections. Prioritization will be given in permit review and inspection, in accordance with Section III(A)(a)(5) of the City's

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

Local Housing Assistance Plan (LHAP), as passed and adopted by the Hollywood City Commission on April 17, 2013 under Resolution R-2013-097.

The City has identified what is believed to be unpermitted improvements at several properties. These are listed below; however the list is not necessarily all-inclusive.

- 7508 Grant Ct. – unpermitted garage enclosure
- 901 NW 70 Terr. – unpermitted bathroom; structural work in dining room/kitchen
- 550 N. 66 Terr. – unpermitted carport enclosure
- 2323 Cleveland St. – unpermitted garage enclosure and deck; structural work in bedrooms

Any existing unpermitted improvements and building code deficiencies shall be corrected by the developer in conjunction with the rehabilitation process. Illegal room additions shall be removed and the space restored to its original permitted use. The successful proposer shall certify to the City in writing that any existing unpermitted improvements and building code deficiencies have been corrected prior to offering the properties for resale or rent.

The total appraised value of the properties in “AS IS” condition is \$1,220,000.00. The City anticipates offers that reasonably reflect the total appraised value.

IV. ENVIRONMENTAL CONDITIONS

Environmental assessments have not been conducted at the properties included in this solicitation. Any such assessment, and any costs associated with correcting environmental conditions, is the responsibility of the developer. None of the properties are believed to be located in a floodplain or wetland. By submitting a proposal, respondent acknowledges that the properties are being offered and conveyed in “AS IS” condition.

V. MINIMUM QUALIFICATIONS

Proposer must meet or exceed the following minimum qualifications:

1. Have been in business under the present entity name for a minimum of three (3) years and shall not have been declared in default on any contract within that time.
2. Shall not have any record of litigation, or any complaints have been filed against the applicant business entity with any regulatory Board/Agency within the previous five (5) years.
3. Shall not have been debarred from bidding/proposing on federal contracts.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL**VI. SCOPE OF SERVICES**

1. Purchase all of the properties described herein in a single transaction.
2. Rehabilitate the properties to meet or exceed the standards contained herein.
3. Convey rehabilitated properties to end users, as described herein (if proposal includes restricted housing, end user shall be an eligible household).
4. Provide ongoing monitoring of properties for compliance with applicable affordability regulations in accordance with applicable regulations (if proposal includes restricted housing).
5. Provide quarterly progress reports to City staff during rehabilitation phase and annual reports throughout affordability period.
6. Sale of the properties to successful proposer is subject to execution of Purchase and Sale Agreement (Exhibit D) between the City and the successful proposer and execution of an agreement incorporating specific terms and conditions of the project.

VII. PRE-PROPOSAL CONFERENCE & SITE VISITS

A Pre-Proposal Conference for firms interested in submitting Proposals will be held on TUESDAY, JANUARY 17, 2017 AT 9:30 A.M. IN ROOM 215, CITY HALL, CITY OF HOLLYWOOD, 2600 HOLLYWOOD BOULEVARD to answer questions about the solicitation. Written addenda will be issued, if necessary, as soon as possible after the pre-proposal conference. Attendance at the conference is not mandatory, but it is strongly encouraged. The properties will be accessible for inspection on January 17, 2017 and January 19, 2017 in accordance with the attached schedule (Exhibit B). Any inspections desired by prospective proposers must be conducted during these times. Any firm planning to attend the pre-proposal conference is requested to RSVP via email to Robert Lowery at rlowery@hollywoodfl.org

VIII. PROJECTED TIMELINE

RFP Released	December 29, 2016
Pre-Proposal Conference	January 17, 2017
Property Inspections	January 17, 2017 & January 19, 2017
Deadline to Submit Questions	January 23, 2017
Deadline for Submittals	February 16, 2017
Evaluation of Submittals	TBD

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

IX. CONTACTS

For information concerning procedure for responding to this solicitation, contact the Procurement Services Division, Rob Lowery, Procurement Contracts Officer at (954) 921-3552 or Daniel Mainero, Procurement Specialist at (954) 921-3248, or Paul A. Bassar, Director of Procurement & Contract Compliance at (954) 921-3628 or his designee. Such contact is to be for clarification purposes only.

It is preferred that all other questions be submitted in writing. Questions should be directed Rob Lowery via e-mail, rlowery@hollywoodfl.org or via BidSync. *It is preferred that all questions be submitted in writing via BidSync.*

X. ASSIGNMENT

The Respondent shall not assign, transfer, or sublet all or any part of its interest in this Request for Proposals without the prior written consent of the City unless noted in this document.

XI. KEY PERSONNEL

The Respondent shall designate the personnel to be assigned specifically to the performance of this work. At the time of engagement, the City shall have the right to specify those key project personnel for whom the Respondent shall not be allowed to substitute other personnel without prior written permission of the City.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL**PART II: PROPOSAL SUBMISSION REQUIREMENTS**

All Proposals shall be received by the City Clerk, City of Hollywood, City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida 33020, and plainly marked on the outside of the envelope.

PROPOSAL ENVELOPES SHALL BE SEALED AND IDENTIFIED AS SPECIFIED BELOW:

RFP-4541-17-RL	Sale of City-Owned Property for Development as Affordable Housing
TO BE OPENED:	FEBRUARY 16, 2017
AND ADDRESSED TO:	CITY OF HOLLYWOOD OFFICE OF THE CITY CLERK 2600 HOLLYWOOD BLVD., ROOM 221 HOLLYWOOD, FLORIDA 33020

AN ORIGINAL, CLEARLY IDENTIFIED, FIVE (5) COPIES, AND ONE (1) ELECTRONIC COPY (CD, DVD OR FLASH DRIVE) PRESENTED AS A SINGLE PDF OF YOUR PROPOSAL MUST BE SUBMITTED AT OR BEFORE TIME OF PROPOSAL OPENING.

It will be the sole responsibility of the Proposer to have his/her Proposal delivered to the Office of the City Clerk on or before the closing hour and date shown above for receipt of Proposals. If a Proposal is sent by mail, the Proposers shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown above for receipt of Proposals. Proposals thus delayed will not be considered and will be returned unopened after award.

The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the solicitation. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. All Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City Commission of the City of Hollywood, and in case of default the City of Hollywood reserves the right to accept or reject any or all Proposals, to waive irregularities

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

DEPOSIT REQUIREMENT

Proposals must be accompanied by a deposit made in the form of a Cashier's Check equal to **ten (10) percent** of the offer amount. The deposit shall be non-refundable to the successful proposer, but it will be applied toward the purchase price. The deposit of unsuccessful proposers shall be returned.

SUBMITTAL FORMAT

1. Title Page – RFP Title, RFP Number, the name of your firm, address, contact name, email address and telephone number
2. Table of Contents

REQUIRED PROPOSAL CONTENT

I. Company Profile – (Maximum of 3 pages)

- A description of company services;
- Size and scope of work usually performed;
- Names of all principals and licenses held, if any;
- Physical address of offices.

II. Ability to Meet Minimum Qualifications – (Maximum 5 pages)

- Number of years in business;
- A written statement indicating that the applicant business entity has not been debarred;
- Shall not have any record of litigation or any complaints filed against the applicant business entity with any regulatory Board/Agency within previous five (5) years.

III. Experience and Qualifications – (Maximum 10 pages)

- Provide a list and description of similar engagements completed within the past five (5) years, including property address, brief description of work performed, and contract dollar value (photographs of completed projects are encouraged);
- Documented ability to successfully complete simultaneous rehabilitation projects by submitting a list of projects showing overlapping start/finish dates;
- Documented ability to successfully convey real estate to end purchaser;
- Documented ability to enforce affordable housing deed restrictions, including the required monitoring and reporting;
- Documented ability to successfully manage rental property, if proposal includes a rental component;
- A sample Warranty Statement: Upon completion of the project, the developer shall provide the property owner/occupant a one (1) year, written warranty on completed work commencing upon issuance of Certificate of Completion/Certificate of Occupancy.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

IV. Maintenance Plan – (Maximum 3 pages)

- Provide strategy for ensuring that prospective end-purchaser attends housing counseling offered by a HUD-certified housing counseling agency. Counseling shall ensure to the greatest extent feasible that prospective end-purchaser is educated in the financial commitment involved and the physical maintenance requirements of ownership;
- Proposals that include a rental component shall include details about the proposer’s maintenance plan for the rental units.

V. Project Timetable – (Maximum of 2 pages)

- The City expects that rehabilitation will commence shortly after closing. Provide a timetable to complete the rehabilitation work and a separate timetable for conveying each property to end user.

VI. Financial Return to City – (Maximum 2 pages)

- Indicate the total offer for all properties. The total appraised value of the properties is \$1,220,000.00. **The City anticipates offers that reasonably reflect the total appraised value.**

The Price Proposal will be evaluated in the following manner:

The responsive Proposal with the HIGHEST price will be given the full weight as identified below.

Every other Response will be given points proportionally in relation to the highest price (rounded to the nearest full point).

Example:	$\frac{\text{Proposer's Price}}{\text{Highest Price Proposed}}$	X	Total Points for Price	= Price Score
Example:	$\frac{\$2,000,000}{\$3,000,000}$	X	25 points	= 16.67 (17)

VII. Ownership/Rental – (Maximum 2 pages)

- Indicate for each property whether the proposer’s plan includes home ownership or rental for the end user and the reason for the proposed strategy.

VIII. Disposition Model – (Maximum 3 pages)

- Indicate whether each of the rehabilitated properties will be restricted during the applicable affordability period to households whose income does not exceed 120% (for ownership) or 80% (for rentals) of the Area Median Income (AMI) as published by the Department of Housing and Urban Development (HUD) annually.

IX. Proposing Organization is Non-Profit Entity – (Maximum 2 pages)

- If your organization is a nonprofit entity, or coalition of nonprofits, whose mission includes providing affordable housing, provide written documentation of same.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

EVALUATION

Responses will be evaluated by a committee of City staff. Responses will be scored according to the criteria listed below. Upon approval by the Hollywood City Commission, a contract will be executed between the City of Hollywood and the highest ranking respondent for purchase and sale. A separate agreement will be executed between the City and the purchaser which will contain the terms and conditions for rehabilitation of the properties and their conveyance to end users.

1. Company Profile (Max. 5 points)
2. Ability to Meet Minimum Qualifications (Max. 5 points)
3. Experience and Qualifications (Max. 30 points)
4. Maintenance Plan (Max. 15 points)
5. Project Timetable (Max. 25 points)
6. Financial Return to the City (Max. 20 points)

Preference points will be awarded as follows:

1. For each property proposed for home ownership, the proposer will receive five (5) preference points. (Maximum 35 points)
2. For each property restricted to eligible LMI household for the applicable affordability period, the proposer will receive ten (10) preference points. (Maximum 70 points)
3. For any non-profit firm, or coalition of nonprofits, whose mission includes providing affordable housing for eligible households as verified by City staff will receive ten (10) points.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

EVALUATION CRITERIA

CRITERIA	MAX. POINTS POSSIBLE	EVALUATION COMMITTEE'S COMMENTS & SCORE
<p>I. Company Profile:</p> <ul style="list-style-type: none"> - Description of company services; - Size and scope of work usually performed; - Names of all principals and licenses held, if any; - Physical address of offices 	5	
<p>II. Ability to meet minimum qualifications:</p> <ul style="list-style-type: none"> - Have been in business under the present company name for a minimum of three (3) years and shall not have been declared in default on any contract within that time. - Shall not have been barred from bidding/proposing on federal contracts. - Shall not have any record of litigation or complaint by regulatory agency against the proposer's firm within the previous five (5) years. If no such records exists, so state. 	5	
<p>III. Experience/Qualifications/Ability to Perform</p> <ul style="list-style-type: none"> - A list of similar engagements completed within the past five (5) years, including property address, owner's name and contact information, brief description of work performed, and contract dollar value (photographs of completed projects are encouraged); - Documented ability to successfully complete simultaneous rehabilitation/construction projects. - Documented ability to successfully convey real estate to end purchaser. - Documented ability to enforce affordable housing deed restrictions, including the required monitoring and reporting. - Documented ability to successfully manage rental property, if proposal includes a rental component. - A sample Warranty Statement. 	30	
<p>IV. Maintenance Plan</p> <ul style="list-style-type: none"> - Include strategy for ensuring that, during affordability period, prospective end-purchasers attend HUD-certified housing counseling and are educated in the financial and maintenance commitment of ownership. - Proposals that include a rental component shall include details about the proposer's maintenance plan for the rental units during affordability period. 	15	
<p>V. Project Timetable</p> <ul style="list-style-type: none"> - Provide a timetable to 1) complete rehabilitation work on all of the properties; 2) convey all of the properties to end user. 	25	
<p>VI. Financial Return to City</p> <ul style="list-style-type: none"> - Indicate the total amount offered for all of the properties. 	20	

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

MAXIMUM POINTS POSSIBLE	100	EVALUATION POINTS	
Non-Profit Affordable Housing Developer? (If Yes, Add 10 Preference Points)	10		
Ownership/Rental? (If Ownership, Add 5 Preference Points for Each Property Proposed for Ownership)	35		
For each property restricted to LMI household for applicable affordability period add 10 points.	70		
		TOTAL POINTS	

SELECTION PROCESS

Evaluation of the Proposals will be performed by a committee selected by the City. The committee will evaluate the firms according to their Proposal. The initial scores will be tallied and a short list may be developed consisting of the firms receiving the highest point ratings. The committee may conduct discussions with offerors on the short list for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing offerors. These firms may be invited to an oral interview before the committee. A short list of finalists may be determined to present to either the City Manager or his designee or to the City Commission. Disposal of the properties will be in accordance with the City of Hollywood Charter.

OTHER CONSIDERATIONS

1. Each Proposer shall examine all Proposal Documents and judge for themselves all matters relating to the adequacy and accuracy of the documents. If the Proposer is of the opinion that any part(s) of the Proposal Document is incorrect or obscure, or that additional information is needed, he should request such information or clarification from the Procurement Services Division in order that appropriate addenda may be issued, if necessary, to all prospective Proposers.
2. No oral change or interpretation of the provisions contained in this solicitation is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to Proposal Documents are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
3. After initial review of the Proposals, the City may invite respondents for an interview to discuss the Proposal and meet their representatives, particularly key personnel who would be assigned to the project. It is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the Proposal.
4. Firms submitting a proposal are fully responsible for the delivery of the proposal. Late submissions will not be accepted. Proposals that are submitted by any electronic methods will not be accepted under any circumstances

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

PAYMENT AND CLOSING REQUIREMENTS: The successful proposer must provide payment required herein within forty-five (45) calendar days following approval by the City Commission. **The successful proposer will be responsible for all closing costs, including, but not necessarily limited to recording fees.** Payment shall be made at closing to be held at a time and location selected by the City. Payment must be in the form of a Cashier's Check, Official check or other form acceptable to City.

It is the sole responsibility of the successful proposer to claim the properties and make payment of offer amount and all fees prescribed herein. City assumes no liability for such claim. Should the highest ranked proposer fail to close, the City may award the project to the next highest-ranked proposer under the same terms.

SPECIAL NOTICE TO PROPOSERS: The City Commission of the City of Hollywood reserves the right to reject any and all proposals, reserves the right to waive any technicality or informality in the best interest of the city, reserves the right to ascertain that the successful proposal can be honored, and reserves the right to select the successful proposal.

FINAL DISPOSITION OF PROPERTIES

If purchaser fails to complete final disposition of the properties within the timeframe allotted for the project, the City may recover title to any property which has not been conveyed to end user and the proposer shall reimburse the City for any costs incurred.

INSURANCE REQUIREMENTS

There are no insurance requirements associated with this solicitation.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL**OFFICIAL CITY OF HOLLYWOOD
OFFER FORM RFP-4541-17-RL**

Please consider this as my official offer for the purchase of the properties listed below:

SINGLE FAMILY RESIDENTIAL (BOULEVARD HEIGHTS)

Parcel Folio No. 514110090620 Appraised Value \$240,000.00
 Address: 7508 Grant Court
 Hollywood, FL 33024
 Legal Description: BOULEVARD HEIGHTS SEC 14 REPLAT 61-23 B LOT 7 BLK 3

Parcel Folio No. 514111233030 Appraised Value \$155,000.00
 Address: 901 NW 70 Terr.
 Hollywood, FL 33024
 Legal Description: BOULEVARD HEIGHTS SEC 5 50-44 B Lot 11 Block 18

Parcel Folio No. 514114082690 Appraised Value \$225,000.00
 Address: 550 N 66th Terrace
 Hollywood, FL 33024
 Legal Description: BOULEVARD HEIGHTS SEC 6 49-19 B LOT 10 BLK 13

SINGLE FAMILY RESIDENTIAL (HOLLYWOOD PARK)

Parcel Folio No. 514209054240 Appraised Value \$115,000.00
 Address: 2323 Cleveland Street
 Hollywood, FL 33020
 Legal Description: HOLLYWOOD PARK 4-19 B LOT 6 BLK 28

Parcel Folio No. 514209050260 Appraised Value \$160,000.00
 Address: 2131 Cleveland Street
 Hollywood, FL 33020
 Legal Description: HOLLYWOOD PARK 4-19 B LOT 11 BLK 4

MULTI- FAMILY RESIDENTIAL (HOLLYWOOD PARK)

Parcel Folio No. 514209060130 Appraised Value \$180,000.00
 Address: 2534 McKinley Street
 Hollywood, FL 33020
 Legal Description: HOLLYWOOD PARK 4-19 B LOT 16 BLK 52

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

MULTI-FAMILY RESIDENTIAL (NORTH HOLLYWOOD)

Parcel Folio No. 514203105020 Appraised Value \$145,000.00
Address: 1936 Garfield Street
Hollywood, FL 33020
Legal Description: NORTH HOLLYWOOD 4-1 B LOT 17 BLK 38

Total "AS IS" appraised value of properties \$1,220,000.00.

NOTE: The City anticipates offers that reasonably reflect the total appraised value.

TOTAL OFFER AMOUNT _____

CERTIFICATION

I guarantee to pay for the above described parcels within forty-five (45) days of award of proposal and approval by the City Commission.

I understand that timely payment may be considered in award of proposal, and that cancellation of proposal award will be considered, if the payment time is not met.

I understand that the deposit shall be non-refundable to the successful bidder, but it will be applied toward the purchase price. The deposit of unsuccessful bidders shall be returned.

I declare that I have read and understand the provisions of the City of Hollywood "Sale of City-Owned Property for Development of Affordable Housing".

Signature

Date Signed

Print Name

Business Phone **Home Phone**

Street Address

Mailing Address

(If this proposal is successful, the information given in the *Signature, Printed Name* portion of this form will be used as grantee information in the preparation of any subsequent deed of conveyance).

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

1.0 GENERAL TERMS AND CONDITIONS

1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this request for proposals and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposals.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

1.2 PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the RFP conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.
- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

- A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your proposal. **NO OTHER FORM WILL BE ACCEPTED.**
- B. All information required by the proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the RFP. However, this exemption does not apply to suppliers to the City in their (supplier)

Issue Date: December 29, 2016

**City of Hollywood, Florida
Solicitation #RFP-4541-17-RL**

purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this RFP solicitation document or in any addenda issued. Where there appears to be a conflict between this RFP solicitation and any addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their proposal. Failure to include signed formal addenda in its proposal shall cause the City to deem the proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF PROPOSALS

The City may reject a proposal if:

- A. The Proposer fails to acknowledge receipt of an addendum, or if
- B. The Proposer misstates or conceals any material fact in the proposal, or if
- C. The proposal does not strictly conform to the law or requirements of the RFP, or if
- D. The City is under a pre- lawsuit claim or current litigation with the proposer.

The City may reject all Proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in herein.

1.7 WITHDRAWAL OF PROPOSALS

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFP opening.
- B. Proposals may be withdrawn prior to the time set for the RFP opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a proposal after the RFP opening.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

1.8 PROPOSALS TO REMAIN OPEN

All Proposals shall remain open for 180 calendar days after the day of the Proposal opening, but the City may, at its sole discretion, release any Proposal and return the Proposal Security prior to that date.

Extensions of time when Proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of the opening date and time will be considered timely. Proposals and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the RFP Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the RFP Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other RFP documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Request for Proposals. The City will not be responsible for any other explanation or interpretation of the RFP given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this RFP must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

1.12 COMPETENCY OF PROPOSERS

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this RFP or otherwise.

1.13 QUALIFICATIONS OF PROPOSERS

No Proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the Proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

1.14 CONSIDERATION OF PROPOSALS

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A proposal of an "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

1.15 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the RFP, shall be grounds for deeming the Proposer and/or the Proposer's Proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

1.17 AGREEMENT

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

1.18 NOTICE TO PROCEED

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

1.19 BID PROTESTS

The City shall provide notice of its intent to award or reject to all Proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

1.20 PREPARATION OF PROPOSALS

Proposals shall be prepared in accordance with the proposal response format. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing Proposal

- A. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
- B. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all RFP addenda.

1.21 EXAMINATION OF PROPOSAL DOCUMENTS

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

Before submitting a Proposal, each Proposer must: examine the Proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the Proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the Proposal Documents.

The submission of a Proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this RFP, that without exception, the Proposal is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

1.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposer's request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of RFP submittals will be available for public inspection after opening of RFP in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this RFP, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this RFP, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

1.23 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, **telephone (954) 921-3552**.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification. They may be emailed to rlowery@hollywoodfl.org

1.24 PROPOSALS

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

The Proposal must be signed by one duly authorized to do so and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the Proposal.

Proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

1.25 MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals must be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal date and time. Except where provided in the following paragraph no Proposal may be withdrawn or modified after expiration of the period for receiving Proposals.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then the Proposer may withdraw its Proposal and the Proposal Security will be returned.

1.26 REJECTION OF PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a Proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals.

The City reserves the right to reject the Proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of Proposals are not intended to be exhaustive.

1.27 OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for Proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

1.28 AUDIT RIGHTS

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this RFP and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.30 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.31 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subproposers are presently debarred or suspended by any Federal department or agency.

1.32 COLLUSION

More than one Proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of such Proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the Proposals of participants in such collusion will not be considered.

1.33 COPELAND "ANTI-KICKBACK"

The Proposer and all subproposers will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

1.34 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

1.35 PUBLIC ENTITY CRIMES

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 of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subproposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.36 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposer shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your proposal being declared non-responsive; provided, however, that a responsible proposer whose proposal would be responsive but for the failure to submit the signed form in its proposal may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.38 CONFLICT OF INTEREST

The Proposer represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any subproposer or supplier to the Proposer.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the City's Project Manager. The Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Proposer receives from the Project Manager in regard to remedying the situation.

1.39 DISCRIMINATION

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

1.40 ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

1.41 CONFIDENTIAL INFORMATION

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes, in accordance with State Law. Vendor proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

1.42 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and not withstanding application of conflicts of law principles.

1.43 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.44 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

1.45 SURVIVAL

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.47 PATENT AND COPYRIGHT INDEMNIFICATION

The Proposer warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Proposer shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Proposer, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Proposer shall have the obligation, at the City's option, to (i) modify, or require that the applicable subproposer or supplier modify, the alleged infringing item(s) at the Proposer's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Proposer's expense, the rights provided under this Agreement to use the item(s).

The Proposer shall be solely responsible for determining and informing the City whether a prospective supplier or subproposer is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Proposer shall enter into agreements with all suppliers and subproposers at the Proposer's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Proposer shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

1.48 ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

1.49 DISCLAIMER

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP, postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the proposal process. Proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all proposals are analyzed, organization(s) submitting proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the proposal, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this RFP constitutes only an invitation to make a proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

1.50 TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

1.52 PROPOSAL PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this request for proposals.

1.53 DESIGN COSTS

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

1.54 ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

1.55 RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

1.56 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. **The City of Hollywood must be shown as an additional insured with**

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.

- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this proposal. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this RFP. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this RFP, the successful Proposer must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.57 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes

1.58 AUTHORITY OF THE CITY'S PROJECT MANAGER

The Proposer hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Project Manager and the Proposer are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Proposer's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, the Proposer reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.59 MUTUAL OBLIGATIONS

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

1.60 SUBCONTRACTUAL RELATIONS

If the Proposer will cause any part of this Agreement to be performed by a subproposer, the provisions of this Contract will apply to such subproposer and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subproposer, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the subproposer will be subject to the provisions hereof as if performed directly by the Proposer.

The Proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services which the subproposer is to do, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the Proposer not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Proposer will inform the subproposer fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such subproposer will strictly comply with the requirements of this Contract.

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Proposer's obligations under this Agreement. All subproposers are required to protect the confidentiality of the City and City's proprietary and confidential information. The Proposer shall furnish to the City copies of all subcontracts between the Proposer and subproposers and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subproposer of its obligations under the subcontract, in the event the City finds the Proposer in breach of its obligations, and the option to pay the subproposer directly for the performance by such subproposer. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subproposer hereunder as more fully described herein.

1.61 PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material supplier.

1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Proposer and in such event:

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

1.63 EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Proposer. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Proposer has not delivered deliverables on a timely basis;
2. The Proposer has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Proposer has failed to make prompt payment to subproposers or suppliers for any services;
4. The Proposer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Proposer's creditors, or the Proposer has taken advantage of any insolvency statute or debtor/creditor law or if the Proposer's affairs have been put in the hands of a receiver;

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

5. The Proposer has failed to obtain the approval of the City where required by this Agreement;
6. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Proposer has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.64 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of sServices, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

The Proposer shall also remain liable for any liabilities and claims related to the Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.65 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

1.68 E-VERIFY

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subproposers, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.69 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.70 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

HOLD HARMLESS AND INDEMNITY CLAUSE

(Company Name and Authorized Representative's Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

SIGNATURE

PRINTED NAME

COMPANY OF NAME

DATE

Failure to sign or changes to this page shall render your bid non-responsive.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

NON-COLLUSION AFFIDAVIT

STATE OF: _____

COUNTY OF: _____, being first duly sworn, deposes and says that:

- (1) He/she is _____ of _____, the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____
Title

Failure to sign or changes to this page shall render your bid non-responsive.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA
STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This form statement is submitted to _____
by _____ for _____
(Print individual's name and title) (Print name of entity submitting sworn statement)
whose business address is _____
and if applicable its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

Or produced identification _____ Notary Public-State of _____

_____ my commission expires _____
(Type of identification)

(Printed, typed or stamped commissioned name of notary public)

Failure to sign or changes to this page shall render your bid non-responsive.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them 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;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Application Number and/or Project Name:

Applicant IRS/Vendor Number: _____

Type/Print Name and Title of Authorized Representative:

Signature: _____ Date: _____

Failure to sign or changes to this page shall render your bid non-responsive.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee 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 these requirements.

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

VENDOR'S SIGNATURE	PRINTED NAME
--------------------	--------------

NAME OF COMPANY

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

SIGNATURE	PRINTED NAME
-----------	--------------

NAME OF COMPANY	TITLE
-----------------	-------

Failure to sign this page shall render your bid non-responsive.

Issue Date: December 29, 2016

City of Hollywood, Florida
Solicitation #RFP-4541-17-RL

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: _____

Firm giving Reference: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

- 1. **Q:** What was the dollar value of the contract?
A:
- 2. **Q:** Have there been any change orders, and if so, how many?
A:
- 3. **Q:** Did they perform on a timely basis as required by the agreement?
A:
- 4. **Q:** Was the project manager easy to get in contact with?
A:
- 5. **Q:** Would you use them again?
A:
- 6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)
A: 5 *Excellent* 4 *Good* 3 *Fair* 2 *Poor* 1 *Unacceptable*
- 7. **Q:** Is there anything else we should know, that we have not asked?
A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: _____ Title _____

Signature: _____ Date: _____

**RFP-4541-17-RL
EXHIBIT A**

SALE OF CITY-OWNED RESIDENTIAL PROPERTY

<u>FOLIO NO.</u>	<u>SIZE¹</u>	<u>LOCATION</u>	<u>BCPA ASSESSED VAL. /APPRAISED VAL.²</u>	<u>LEGAL DESCRIPTION</u>
514110090620	1,829 SF	7508 Grant Ct.	\$214,840 / \$240,000	BOULEVARD HEIGHTS SEC 14 REPLAT 61-23 B LOT 7 BLK 3
514111233030	1,042 SF	901 NW 70 Terr.	\$137,390 / \$155,000 ³	BOULEVARD HEIGHTS SEC 5 50-44 B LOT 11 BLK 18
514114082690	1,520 SF	550 N 66 th Terr.	\$176,380 / \$225,000	BOULEVARD HEIGHTS SEC 6 49-19 B LOT 10 BLK 13
514209060130	1,717 SF	2534 McKinley St.	\$149,230 / \$180,000	HOLLYWOOD PARK 4-19 B LOT 16 BLK 52
514209054240	986 SF	2323 Cleveland St.	\$104,960 / \$115,000 ³	HOLLYWOOD PARK 4-19 B LOT 6 BLK 28
514209050260	1,479 SF	2131 Cleveland St.	\$133,340 / \$160,000	HOLLYWOOD PARK 4-19 B LOT 11 BLK 4
514203105020	1,281 SF	1936 Garfield St.	\$ 86,740 / \$145,000	NORTH HOLLYWOOD 4-1 B LOT 17 BLK 38

1. Size is approximate, actual size subject to Buyer survey.

2. Amount is the appraised value as obtained by City from an independent appraiser in Sept. 2016.

3. Amount is the appraised value as obtained by City from an independent appraiser in Oct. 2015.

**RFP-4541-17-RL
EXHIBIT B****SALE OF CITY-OWNED RESIDENTIAL PROPERTY
OPEN HOUSE SCHEDULE**

The properties being offered for sale will be open and available for inspection by potential proposers according to the schedule below. Note that water service and electricity are currently disconnected and will not be available during these times.

January 17, 2016

7508 Grant Court	11:00 a.m. – 1:00 p.m.
901 NW 70 th Terrace	1:00 p.m. – 3:00 p.m.
550 N. 66 th Terrace	3:00 p.m. – 5:00 p.m.

January 19, 2016

2534 McKinley Street	8:00 a.m. – 10:00 a.m.
2323 Cleveland Street	10:00 a.m. – 12:00 p.m.
2131 Cleveland Street	12:00 p.m. – 2:00 p.m.
1936 Garfield Street	2:00 p.m. – 4:00 p.m.

APPRAISAL OF REAL PROPERTY



LOCATED AT

7508 Grant Ct
Hollywood, FL 33024
Lot 7 of Block 3 of Boulevard Heights Sec 14 Plat PB 61-23

FOR

City of Hollywood
2600 Hollywood Boulevard, Suite 203
Hollywood, FL 33022

OPINION OF VALUE

\$240,000

AS OF

September 22, 2016

BY

Robert D. Miller
The Urban Group, Inc.
1424 South Andrews Avenue, Suite 200
Ft. Lauderdale, FL 33316
954-522-6226
rmiller@theurbangroup.com

APPRAISAL OF REAL PROPERTY



LOCATED AT

901 NW 70th Ter
Hollywood, FL 33024
Lot 11 of Block 18 of Boulevard Heights Sec 5 PB 50-44

FOR

City of Hollywood
2600 Hollywood Boulevard, Suite 203
Hollywood, FL 33022

OPINION OF VALUE

\$155,000

AS OF

9-10-2015

BY

Robert D. Miller
The Urban Group, Inc.
1424 South Andrews Avenue, Suite 200
Ft. Lauderdale, FL 33316
954-522-6226
miller@theurbangroup.com

APPRAISAL OF REAL PROPERTY



LOCATED AT

550 NW 66th Ter
Hollywood, FL 33024
Lot 10 of Block 13 of Boulevard Heights Sec 6 Plat PB 49-19

FOR

City of Hollywood
2600 Hollywood Boulevard, Suite 203
Hollywood, FL 33022

OPINION OF VALUE

\$225,000

AS OF

September 22, 2016

BY

Robert D. Miller
The Urban Group, Inc.
1424 South Andrews Avenue, Suite 200
Ft. Lauderdale, FL 33316
954-522-6226
rmiller@theurbangroup.com

APPRAISAL OF REAL PROPERTY



LOCATED AT

2323 Cleveland St
Hollywood, FL 33020
Lot 6 of Block 28 of Hollywood Park Plat PB 4-19

FOR

City of Hollywood
2600 Hollywood Boulevard, Suite 203
Hollywood, FL 33022

OPINION OF VALUE

\$115,000

AS OF

September 10, 2015

BY

Robert D. Miller
The Urban Group, Inc.
1424 South Andrews Avenue, Suite 200
Ft. Lauderdale, FL 33316
954-522-6226
rmiller@theurbangroup.com

APPRAISAL OF REAL PROPERTY



LOCATED AT

2131 Cleveland St
Hollywood, FL 33020
Lot 11 of Block 4 of Hollywood Park PB 4-19

FOR

City of Hollywood
2600 Hollywood Boulevard, Suite 203
Hollywood, FL 33022

OPINION OF VALUE

\$160,000

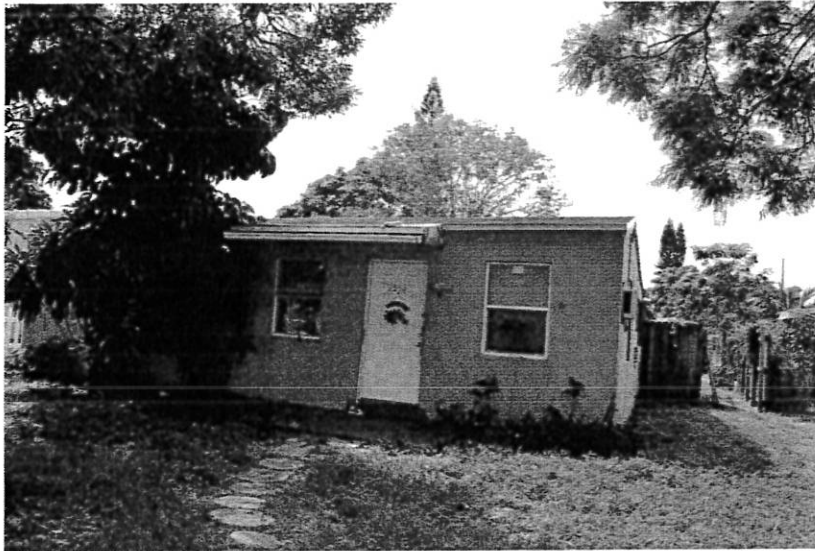
AS OF

October 3, 2016

BY

Robert D. Miller
The Urban Group, Inc.
1424 South Andrews Avenue, Suite 200
Ft. Lauderdale, FL 33316
954-522-6226
rmiller@theurbangroup.com

APPRAISAL OF REAL PROPERTY



LOCATED AT

2534 McKinley St
Hollywood, FL 33020
Lot 16 of Block 52 of Hollywood Park Plat PB 4-19

FOR

City of Hollywood
2600 Hollywood Boulevard, Suite 203
Hollywood, FL 33022

OPINION OF VALUE

\$180,000

AS OF

10-3-2016

BY

Robert D. Miller
The Urban Group, Inc.
1424 South Andrews Avenue, Suite 200
Ft. Lauderdale, FL 33316
954-522-6226
rmiller@theurbangroup.com

APPRAISAL OF REAL PROPERTY



LOCATED AT

1936 Garfield St
Hollywood, FL 33020
Lot 17 of Block 38 of North Hollywood PB 4-1

FOR

City of Hollywood
2600 Hollywood Boulevard, Suite 203
Hollywood, FL 33022

OPINION OF VALUE

\$145,000

AS OF

October 3, 2016

BY

Robert D. Miller
The Urban Group, Inc.
1424 South Andrews Avenue, Suite 200
Ft. Lauderdale, FL 33316
954-522-6226
miller@theurbangroup.com

Exhibit D

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of the date of full execution of this Agreement (the “Effective Date”) by and between the City of Hollywood, a Florida municipal corporation (“Seller”) and _____ (“Buyer”).

RECITALS

1. Seller is the owner of certain improved real property located in the City of Hollywood, Broward County, Florida, and more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Property”).

2. Buyer desires to purchase and Seller desires to sell the Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase and Sale; General Intent.

1.1 Purchase and Sale Agreement. Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and acquire the Property from Seller subject to and in accordance with the terms and conditions of this Agreement.

1.2 General Intent. Buyer is a _____. Seller is a Florida municipal corporation. The Property consists of five parcels on which single-family residences are located and two parcels on which multi-family residences are located.

2. Purchase Price. The purchase price shall be paid as follows:

2.1 Deposit. Prior to the execution of this Agreement, Buyer has submitted a deposit in the amount of _____ and 00/100 dollars (\$_____) (the “Deposit”).

2.2 Cash to Close. On the closing date, as part of the closing, Buyer shall pay to Seller with immediately usable funds the balance of the purchase price after the purchase price is adjusted for any credits, debits or prorations required to be made under this Agreement (the “Cash to Close”).

3. Buyer’s Inspection of the Property.

3.1 Seller’s Delivery of Property Records. If Seller has not previously delivered the Property Records to Buyer, Seller shall deliver the Property Records to Buyer within five (5) days following the Effective Date and thereafter as they become available. Seller shall have a continuing obligation to deliver to Buyer the Property Records and, if Seller obtains or becomes

aware of any additional Property Records, Seller represents and warrants that it shall immediately deliver such additional Property Records to Buyer. For purpose of this paragraph, "Property Records" shall mean copies of all records, files, documents in Seller's possession or control relating to the Property.

3.2 Buyer's Inspection of the Property. During the "Inspection Period," which begins on the Effective Date and ends thirty (30) days following the Effective Date at 5:00 p.m. (the "Expiration Date"), Buyer or its authorized agents, personnel, employees, or independent contractors shall be entitled to enter upon the Property during reasonable business hours for the purpose of making physical inspections of the Property. Buyer or its authorized agents, personnel, employees or independent contractors shall also be given access during reasonable business hours to Seller's books and records concerning the Property in order to fully inspect same. Buyer may make inspections of all improvements and personal property. Buyer may also make all inspections and investigations of the Property which it may deem necessary, including but not limited to soil borings, percolation tests, engineering, environmental, and topographical studies, zoning and availability of utilities. All inspections shall be made at Buyer's expense.

3.3 Indemnification. Buyer hereby agrees to indemnify Seller and hold Seller harmless against all claims, demands and liability, including attorneys' fees, for nonpayment for services rendered to Buyer, for mechanics' liens, or for damage to persons or property arising out of Buyer's investigation of the Property. This indemnification and agreement to hold harmless shall survive the termination of this Agreement or the closing, as applicable.

4. Evidence of Title.

4.1 Delivery of Prior Owner's Policy. If Seller has not already done so prior to its execution of this Agreement, simultaneously upon its execution of this Agreement Seller shall deliver to Buyer a copy of its prior owner's policy covering the Property.

4.2 Marketable Title. At closing, Seller shall convey to Buyer marketable fee simple title to the Land, subject only to the Permitted Exceptions. For purposes of this Agreement, the Permitted Exceptions shall consist of:

4.2.1 The lien of all ad valorem real estate taxes for the calendar year in which closing occurs, subject to the proration as provided for herein;

4.2.2 All laws, ordinances and governmental regulations including, but not limited to, applicable building, zoning, land use and environmental ordinances and regulations;

4.2.3 Exceptions shown on the title commitment and survey, as approved by Buyer in accordance with this Agreement.

4.3 Title Commitment. Buyer shall have thirty (30) days from the date of receiving the prior owner's policy to obtain a title commitment and to examine same. The title policy to be issued pursuant to the title commitment shall insure that any and all restrictions and

conditions have not been violated and that any future violation will not result in a forfeiture or reversion of title; shall contain no survey exception; shall contain no printed standard exceptions and shall affirmatively insure access to the Property.

4.4 Objections to Title/Survey. Buyer shall be entitled to object, in its reasonable discretion, to any exceptions to title disclosed in the title commitment and/or matters shown on the survey until the Expiration Date, by written notice to Seller or Seller's attorney of any objections to the title commitment and/or the survey. In the event that Buyer shall so object to the title commitment and/or the survey, Seller shall have fifteen (15) standard business days after receipt of such notice to cure Buyer's objections to Buyer's satisfaction. In the event Seller is unwilling or unable to so cure such objections, Buyer may (i) waive such objections, (ii) give Seller additional time in writing to cure such objections (in which event, the closing shall be delayed for an equivalent period of time) or (iii) terminate this Agreement by written notice to Seller, in which event the deposit shall be immediately returned to Buyer and neither Buyer nor Seller shall have any further obligations hereunder, except obligations that expressly survive the termination of this Agreement.

5. Survey.

5.1 Delivery of Survey. Within thirty (30) days after the Effective Date, Buyer may cause to be prepared at its expense a current survey (the "Survey") of the Property and all Improvements thereon prepared by a land surveyor or engineer registered and licensed in the State of Florida. The Survey shall be prepared in accordance with the Minimum Technical Standards for surveys in the State of Florida.

5.2 Survey Defects. Buyer shall have until the Expiration Date to examine same. If the Survey shows any encroachment on the Property, or that any improvement located on the property encroaches on the property of others, or if the Survey shows any other defect which would affect the marketability of title to the Property, Buyer shall notify Seller of such defect prior to the Expiration Date and such encroachment or defect shall be treated in the same manner as title defects are treated under this Agreement.

6. Seller's Operations.

6.1 Prior to Closing. Between the Effective Date and the closing date or earlier termination of this Agreement, Seller covenants and agrees as follows:

6.1.1 Seller shall maintain and operate the Property in the ordinary course of business and in a manner substantially consistent with Seller's maintenance and operation thereof during the twelve (12) month period preceding the Effective Date and in accordance with all governmental requirements.

6.1.2 Seller shall not knowingly do any act or omit to do any act, or knowingly permit any act or omission, which will cause a breach or default of this Agreement and/or governmental requirements.

6.1.3 Seller shall not enter into any new leases, extensions, modifications or renewals without Buyer's prior written consent. Unless otherwise agreed in writing by Buyer, Seller shall deliver the Property free and clear of all lessees and occupants.

6.1.4 Seller shall not undertake or commence any material or substantial renovations of or alterations to the Property or any part thereof unless necessary or advisable to remedy violations or preserve or protect the Property or comply with any obligation of Seller under this Agreement.

6.1.5 Subject to express provisions of this Agreement to the contrary, Seller shall maintain the physical condition of the Property in substantially the same condition existing at the Effective Date, reasonable wear and tear excepted, but Seller shall have no obligation to make capital improvements.

6.1.6 Except for agreements necessary to preserve or protect the Property from imminent damage or persons thereon from imminent injury or loss of life, Seller shall not enter into any new service agreements without Buyer's prior written consent.

6.1.7 Seller shall not remove any item of personal property described in Exhibit "B" hereto from the Property unless the same is replaced by Seller with an article of equal suitability and value, free and clear of any lien or security interest.

6.1.8 Seller shall maintain any and all insurance coverage presently in effect with respect to the Property, including policies of general liability, casualty, property damage and windstorm insurance.

6.1.9 Seller shall comply with all leases, service agreements, and with all instruments of record and shall timely pay all taxes, assessments, and utility charges.

6.1.10 Seller shall not permit anyone to occupy or use the Property, or any portion thereof, for any reason whatsoever.

7. Seller's Representations.

7.1 Representations and Warranties. Seller represents and warrants to Buyer and covenants and agrees with the Buyer, on and as of the date of execution of this Agreement and on the Closing Date, as follows:

7.1.1 Title. Seller is the fee simple owner of the Property and improvements thereon free and clear of all encumbrances except for the Permitted Exceptions, other than the requirements under Schedule B-1 of the Title Commitment which are to be satisfied by Seller at or before closing.

7.1.2 Power and Authority of Seller. Seller is a Florida municipal corporation duly formed, validly existing and in good standing under the laws of the State of Florida. Seller has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder. The execution, delivery and performance of this Agreement by Seller (i) has been duly and validly authorized by all necessary action on the part of Seller, (ii) does not conflict with or result in a violation of any judgment, order or decree of any court or arbiter in any proceeding to which Seller is a party, and (iii) does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which Seller or the Property is bound or to which Seller is a party.

7.1.3 No Legal Bar. The execution by Seller of this Agreement and the consummation by Seller of the transaction hereby contemplated does not, and on the closing date will not (a) result in a breach of or default under any indenture agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property, or (b) to Seller's knowledge constitute a violation of any governmental requirement. The Property and the current use, occupation and condition thereof do not violate any of the Permitted Exceptions, site plan approvals, zoning or subdivision regulation or other governmental requirements applicable to the Property.

7.1.4 No Bankruptcy. Seller is not a party to any voluntary or involuntary proceeding under any governmental requirement relating to insolvency, bankruptcy, moratorium or other laws affecting creditor's rights to the extent such laws may be applicable to Seller and/or the Property.

7.1.5 Litigation. There are no actions, suits, proceedings or investigations (including condemnation proceedings) pending or, to the knowledge of Seller, threatened against Seller or the Property and Seller is not aware of any facts which might result in any such action, suite or proceeding. If Seller is served with process or receives notice that litigation may be commenced against it, Seller shall promptly notify Buyer.

7.1.6 Hazardous Material. (a) Seller has conducted no activity on the Property involving the generation, treatment, storage or disposal of hazardous material; (b) No portion of the Property is now being used or to the best of Seller's knowledge has ever been used to treat, store, generate or dispose of hazardous material; (c) Seller has received no written notice that any previous owner or tenant conducted any such activity; (d) Seller has received no written notice of any discharge, spill, or disposal of any hazardous material on or under the Property; (e) Seller has received no written notice from any governmental authority or any other party of any hazardous material violations concerning the Property or any portion thereof, nor is Seller aware of any such violation; (f) Seller has received no written notice as to any locations off the Property where hazardous material generated by or on the Property has been treated, stored, deposited or disposed of; and (g) Seller has no knowledge of the presence of any hazardous materials upon the Property.

7.1.7 Zoning. The Property is currently zoned in accordance with the zoning classifications of the Seller to permit the legal use of the improvements for single family residential and multi-family residential purposes, as applicable. Seller has no knowledge of any

fact, action or proceeding, whether actual, pending or threatened, which could result in a modification or termination of such zoning. Seller shall not take any action prior to closing which would affect the current zoning classification of the Property.

7.1.8 No Special Assessments and Impact Fees. No portion of the Property is affected by any outstanding special assessments or impact fees imposed by any governmental authority.

7.1.9 Access to Highways and Roads. The Property has full, free and adequate vehicular and pedestrian access to and from public highways and roads and Seller has no knowledge of any fact or condition which would result in the termination of such access.

7.1.10 Parties in Possession. There are no parties other than Seller in possession of any portion of the Property.

7.1.11 Commitments in Connection with the Property. No commitments relating to the Property have been made to any organization, group or individual which would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property; and no governmental authority has imposed any requirement that any owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the Property.

7.1.12 Adverse Information. Seller has no information or knowledge of (a) any change contemplated in any governmental requirement, (b) any judicial or administrative action, (c) any action by adjacent landowners, or (d) any other fact or condition of any kind or character which could materially adversely affect the current use or operation of the Property.

7.1.13 Compliance with Laws. The Property and the present uses thereof are in compliance with all applicable governmental requirements and the requirements of any insurance policy, board of fire underwriters or any board exercising similar functions. Seller has fully complied with all governmental requirements in its operation, use and management of the Property.

7.1.14 Leases. There are no leases, tenancies or other rights of occupancy or use for any portion of the Property.

7.1.15 Rights of Tenants. No person, firm, corporation, or other entity has any right or option to acquire the Property or any portion thereof or lease any space on the Property.

7.1.16 Assessed Valuation. Seller is not currently contesting any real estate tax assessments for the Property.

7.1.17 Pending and Certified Liens. Certified governmental liens and pending governmental liens for which work has been substantially completed shall be paid by Seller and other pending liens shall be assumed by Buyer.

7.1.18 Contractors. All contractors, subcontractors, architects, materialmen, laborers, suppliers and other parties hired or retained by Seller who have performed or furnished work, labor, materials, equipment or supplies or have labored on the Property to make improvements thereon or otherwise to improve the Property will be paid in full as of the closing, and there will be no unpaid claims related to work that has been completed or is in progress as of the closing; provided, however, if there is a dispute as to the amount or validity of any such claim as of the closing, Buyer agrees that such claim may remain unpaid and shall not be grounds for Buyer's refusing to complete the closing hereunder, provided that Seller has bonded off such lien in accordance with the provisions of the Florida Statutes and the Title Company shall insure Buyer's title to the Property without exception for such disputed claim.

7.1.19 No Rights to Purchase. Except for this Agreement, and agreements that will take effect in the event of the termination or expiration of this Agreement, Seller has not entered into, and has no knowledge of any agreement, commitment, option, right of first refusal or any other agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property which is currently in effect.

7.1.29 Documents. To the best of Seller's knowledge, all documents delivered or made available, or to be delivered or made available to Buyer pursuant to this Agreement are or upon submission will be complete, accurate, true and correct in all material respects.

8. Buyer's Representations. Buyer represents and warrants to Seller as of the Effective Date and as of the closing date as follows:

8.1 Buyer's Existence. Buyer is a _____ under the laws of the State of Florida. Buyer has full power and authority to purchase the Property and to comply with the terms of this Agreement.

8.2 Authority. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transaction contemplated by this Agreement are within Buyer's capacity and all requisite action has been taken to make this Agreement valid and binding on Buyer in accordance with its terms.

9. Survival of Representations. All of the representations of Buyer and Seller set forth in this Agreement must be true upon the execution of this Agreement, and must be true as of the closing date. The representations, warranties and agreements of Buyer or Seller set forth in this Agreement shall survive the closing.

10. Closing. Subject to all of the provisions of this Agreement, Buyer and Seller will close this transaction on or before _____ commencing at 10:00 a.m. The closing will take place at the office of Seller unless otherwise agreed by the parties.

10.1 Conditions Precedent to Closing. Each of the following shall constitute a condition precedent to the obligation of the parties to close the transaction contemplated hereby, each of which must be fulfilled or waived at or prior to closing.

10.1.1 Seller and Buyer shall have delivered all documents and the purchase price as required by this Agreement to be delivered by the respective parties;

10.1.2 All of the representations and warranties of Seller and Buyer contained in this Agreement shall be true and correct on the closing date in all material respects; and

10.1.3 This Agreement shall not have been terminated in accordance with any of its terms.

11. Seller's Closing Documents. At closing, Seller must deliver the following documents ("Seller's Closing Documents") to Buyer:

11.1 Deed. A special warranty deed, which must be duly executed and acknowledged by Seller so as to convey to Buyer good and marketable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions. The deed shall be in the form attached hereto as Exhibit "H" and by this reference made a part hereof.

11.2 Bill of Sale. An absolute bill of sale with full warranty of title conveying all personal property on the Property to Buyer free and clear of all liens, encumbrances and security interests. The bill of sale shall be in the form attached hereto as Exhibit "I" and by this reference made a part hereof.

11.3 General Assignment. A general assignment conveying to Buyer all intangible property related to the Property free and clear of all liens, encumbrances and security interests. The general assignment shall be in the form attached hereto as Exhibit "J" and by this reference made a part hereof. For purposes of this paragraph, "intangible property" shall include, but not be limited to, permits, warranties, all public and private contract rights and development usage rights.

11.4 Seller's No Lien, Gap and FIRPTA Affidavit. An affidavit from Seller attesting that, to the best of Seller's knowledge, as follows: (a) no individual or entity has any claim against the Property under any lien law, (b) except for Seller, no individual or entity is either in possession of the Property or has a possessory interest in or claim to the Property, and (c) no improvements have been made for which payment has not been made within the immediately preceding ninety (90) days. The affidavit will include language sufficient to enable the Title Company to insure the "gap", i.e., delete as an exception to the Title Commitment any matters

appearing between the effective date of the Title Commitment and the effective date of the Title Policy. The Affidavit will also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by Buyer. Seller's No Lien, Gap and FIRPTA Affidavit shall be in the form attached hereto as Exhibit "K" and by this reference made a part hereof.

11.5 Assignment of Service Agreements. An assignment of any service agreements together with possession of any original service agreements in Seller's possession or control for any service agreements which Buyer has agreed in writing to assume. The assignment of service agreements shall be in the form attached hereto as Exhibit "M" and by this reference made a part hereof.

11.7 Closing Statement. A closing statement setting forth the purchase price and all credits, adjustments and prorations between Buyer and Seller.

11.8 IRS Forms. Such federal income tax forms and/or reports respecting the sale of the Property as are required by the Internal Revenue Code.

11.9 Evidence of Authority. Seller's evidence of authority authorizing the entering into and execution of this Agreement and the consummation of the transaction.

12. Buyer's Closing Documents. At closing, Buyer shall deliver the following documents ("Buyer's Closing Documents") to Seller:

12.1 Evidence of Authority. Buyer's evidence of authority authorizing the entering into and execution of this Agreement and the consummation of the transaction

13. Closing Procedure. The closing shall proceed in the following manner:

13.1 Delivery of Documents. Buyer will deliver Buyer's Closing Documents to Seller, and Seller will deliver Seller's Closing Documents to Buyer. Buyer will deliver the purchase price to Seller. If the parties decide to use a closing agent to facilitate the closing, these deliveries will be made to the closing agent.

13.2 Disbursement of Funds and Documents. If the parties decide to use a closing agent, once the Title Company has "insured the gap," i.e., endorsed the Title Commitment to delete the exception for matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy, and provided all other obligations to close have been fulfilled, Buyer will record the deed and disburse Buyer's Closing Documents and the Purchase Price to Seller and Seller's Closing Documents to Buyer.

14. Prorations and Closing Costs.

14.1 Prorations. The following items will be prorated and adjusted between Seller and Buyer as of the closing date, except as may be otherwise specified:

14.1.1 Taxes. All taxes will be prorated through day before closing based on the most recent information available, using the gross tax amount. The day of closing shall belong to Buyer. Any proration based on an estimate shall be re-prorated at the request of either party upon receipt of the actual bill based on the maximum discount available.

14.1.2 Utility Deposits. Seller shall receive a credit for any deposits with utility companies to the extent such deposits are assignable and are assigned to Buyer.

14.1.3 Utilities. Water, sewer, electricity, gas and other utility charges, if any, shall be prorated on the basis of the fiscal period for which assessed, except that if there are utility meters for the Property, apportionment at the closing shall be based on the last available reading. The closing agent, if any, is authorized to escrow such amounts from Seller's proceeds for any unpaid utility charges, which escrowed amounts shall be disbursed to Seller upon provision of proof of payments following the closing. If any such utility charges are not paid within thirty (30) days following closing, the closing agent, if any, is authorized to utilize the escrowed funds to the extent necessary to pay such utility charges.

14.1.4 Pending and Certified Liens. Certified liens levied by any governmental authority for which the work has been substantially completed and which are currently due and payable in full will be paid by Seller. Pending liens and certified liens which are payable on an installment basis such as monthly, semi-annually, annually or bi-annually or for which the work has not been substantially completed will be assumed by Buyer.

14.1.5 Other Items. All other items required by any other provisions of this Agreement to be prorated or adjusted or, absent express reference thereto in this Agreement, items normally prorated in the Broward County, will be prorated in accordance with the standards prevailing in the Broward County.

14.2 Seller's Closing Costs. Seller shall pay for the following items prior to or at the time of Closing:

Cost of recording any corrective instruments
 Certified and pending governmental special assessment liens for which the work has been substantially completed

14.3 Buyer's Closing Costs. Buyer shall pay for the following items prior to or at the time of Closing:

Documentary stamps and surtax on the deed
 Recording of Deed
 Title Commitment
 Title Policy
 Survey

Pending special assessment liens for which the work
has not been substantially completed
Any costs and fees in connection with any financing

14.4 Reprorations. At the closing, the above referenced items shall be prorated and adjusted as indicated. If subsequent to the closing, taxes for the year of closing are determined to be higher or lower than as prorated, a reproration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the reproration shall be made within ten (10) days following demand therefor. All other prorations and adjustments shall be final. The provisions of this Section 14 shall expressly survive the closing.

15. Possession. Buyer shall be granted full possession of the Property at closing.

16. Condemnation and Damage by Casualty.

16.1 Condemnation. In the event of the institution of any proceedings by any governmental authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to closing, or in the event of the taking of any portion of the Property by eminent domain prior to closing, Seller shall promptly notify Buyer and Buyer shall thereafter have the right and option to terminate this Agreement by giving Seller written notice of Buyer's election to terminate within thirty (30) days after receipt by Buyer of the notice from Seller. Seller hereby agrees to furnish Buyer with written notice of a proposed condemnation within two (2) standard business days after Seller's receipt of such notification. If Buyer elects to terminate this Agreement, then (a) this Agreement shall be terminated and of no further force and effect except for those provisions which expressly survive termination; (b) Seller shall deliver the Deposit to Buyer; and (c) the parties shall have no further liability to one another under this Agreement, except for any liability accruing prior to the termination date and any liability associated with or arising from those provisions which expressly survive termination. Notwithstanding and without limiting the foregoing, Buyer may elect (in its sole and absolute discretion) to terminate this Agreement with respect only to the one or more of the individual parcels which are subject to the eminent domain by delivering written notice to Seller or Seller's Attorney to that effect within thirty (30) days after receipt by Buyer of the notice from Seller. If Buyer elects to terminate this Agreement with respect to one or more of the individual parcels comprising the Property, (i) the purchase price shall be reduced by the appraised value of such parcels (as evidenced by the appraisal(s) obtained by Buyer) and (ii) the individual entities owning such parcels of the Property shall have no further liability to Buyer under this Agreement, except as set forth in subsection (c) above. Should Buyer elect not to terminate, the parties hereto shall proceed to closing and Seller shall assign all of its right, title and interest in all awards in connection with such taking to Buyer.

16.2 Damage by Casualty.

16.2.1 Damage Not in Excess of \$50,000.00. If, after the Effective Date but prior to the closing date, any damage occurs from fire, windstorm or other casualty to the Property or any portion thereof, and the cost to repair such loss or damage does not exceed Fifty Thousand Dollars and/or (\$50,000.00), then in such event the closing shall be consummated as provided for

herein and Seller shall cause said damage to be repaired and the Property to be restored to the condition in which it existed immediately prior to such damage. Seller shall effect such repair and restoration before the closing date, and if such damage cannot be repaired by the closing date, then at Buyer's option (a) the closing date shall be postponed until such repairs have been completed, or (b) the reasonable cost of such repairs, as estimated by Buyer, shall be withheld from the purchase price and paid over to Seller upon completion of the repairs and delivery to Buyer of satisfactory evidence that all mechanics, labors and materialmen providing services or materials in connection therewith have been paid in full and Seller's obligation to complete such repairs promptly shall survive the closing hereunder.

16.2.2 Damage in Excess of \$50,000.00. If the cost to repair such damage or destruction to the Property or any portion thereof exceeds Fifty Thousand and 00/100 Dollars (\$50,000.00), then within thirty (30) days after written notice from Seller, Buyer shall have the option by written notice to Seller, to terminate this Agreement. If Buyer elects to terminate this Agreement, then (a) this Agreement shall be terminated and of no further force and effect except for those provisions which expressly survive termination; (b) Seller shall deliver the deposit to Buyer; and (c) the parties shall have no further liability to one another under this Agreement, except for any liability accruing prior to the termination date and any liability associated with or arising from those provisions which expressly survive termination. Unless Buyer timely notifies Seller of its election to terminate this Agreement, Buyer shall be required to close this transaction in accordance with the Agreement and Seller shall assign unto Buyer any and all insurance proceeds. In such event, Seller shall have no additional obligation if such insurance proceeds are insufficient or unavailable to repair such damage. Notwithstanding and without limiting the foregoing, Buyer may elect (in its sole and absolute discretion) to terminate this Agreement with respect only to the one or more of the individual parcels which are subject to the casualty damage by delivering written notice to Seller or Seller's Attorney to that effect within thirty (30) days after receipt by Buyer of the notice from Seller. If Buyer elects to terminate this Agreement with respect to one or more of the individual parcels comprising the Property, (i) the purchase price shall be reduced by the appraised value of such parcels (as evidenced by the appraisal(s) obtained by Buyer) and (ii) the individual entities owning such parcels of the Property shall have no further liability to Buyer under this Agreement, except as set forth in subsection (c) above.

17. Default.

17.1 Buyer's Default. In the event that this transaction fails to close due to a refusal or default on the part of Buyer, the sole right of Seller shall be to recover, and the sole liability of Buyer shall be to pay to Seller the deposit as agreed upon liquidated damages and thereafter, except as otherwise specifically set forth in this Agreement, neither Buyer nor Seller shall have any further obligation under this Agreement. Buyer and Seller acknowledge that if Buyer defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and the amount of the liquidated damages to be paid to Seller most closely approximates the amount necessary to compensate Seller in the event of such default. Buyer and Seller agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision. Seller shall not be entitled to any other remedy against Buyer.

17.2 Seller's Default. In the event that this transaction fails to close due to a refusal or default on the part of Seller, Buyer shall have the option to terminate the Agreement in which event Seller shall deliver the deposit to Buyer and Seller shall immediately reimburse Buyer for Buyer's Costs, and thereafter neither Buyer nor Seller shall have any further obligation hereunder, or, in the alternative, Buyer shall have the right to seek specific performance or damages against Seller. Notwithstanding and without limiting the foregoing, Buyer may elect (in its sole and absolute discretion) to terminate this Agreement with respect only to the one or more of the individual parcels which are subject to the Seller's default. If Buyer elects to terminate this Agreement with respect to one or more of the individual parcels comprising the Property, (i) the purchase price shall be reduced by the appraised value of such parcels (as evidenced by the appraisal(s) obtained by Buyer) and (ii) the individual entities owning such parcels of the Property shall have no further liability to Buyer under this Agreement, except for any liability accruing prior to the termination date and any liability associated with or arising from those provisions of this Agreement which expressly survive termination.

18. Real Estate Commission. Seller represents and warrants to Buyer and Buyer represents and warrants to Seller that there are no brokers, salespersons or finders involved in this transaction. Seller and Buyer agree to indemnify and hold each other harmless from any and all claims for any brokerage fees or similar commissions asserted by brokers, salespersons or finders. The provisions of this Section shall expressly survive the closing or termination of this Agreement.

19. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the closing, shall be in writing and shall be hand-delivered or sent by Federal Express or a comparable overnight mail service, or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, to Buyer, Seller, Buyer's Attorney, and Seller's Attorney, at their respective addresses set forth in Section 1 of this Agreement. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. Notices may be given by e-mail or telecopy provided a hard copy of such notice is mailed in accordance with this Section on the next business day following such telecopy delivery. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

20. Assignment. Neither party shall have the right to assign its rights in and to the Agreement or any portion thereof.

21. Miscellaneous.

21.1 Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.

21.2 Section and Paragraph Hearings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

21.3 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both Seller and Buyer.

21.4 Attorneys' Fees. If any party obtains a judgment against any other party by reason of breach of this Agreement, attorneys' fees and costs shall be included in such judgment.

21.5 Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial. Exclusive venue for any litigation arising out of this Agreement shall be in Broward County, Florida.

21.6 Entire Agreement. This Agreement sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

21.7 Time is of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Agreement.

21.8 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays, and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next standard business day.

21.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

21.10 Survival. All representations and warranties of Seller set forth in this Agreement shall survive the closing.

21.11 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

22. Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[THE REST OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

SELLER:

CITY OF HOLLYWOOD,
a Florida municipal corporation

By: _____
Name:
Title: Mayor

ATTEST:

By: _____
Patricia A. Cerny, MMC
Title: City Clerk

APPROVED AS TO FORM AND SUFFICIENCY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD ONLY:

By: _____
Jeffrey P. Sheffel, Esquire
Title: City Attorney

Date: _____, 2017

SELLER:

_____”
a _____

By: _____

Name: _____

Title: _____

Date: _____, 2017

SCHEDULES AND EXHIBITS

EXHIBIT "A"	Legal Description of Property
EXHIBIT "B"	Inventory of Personal Property
EXHIBIT "C"	Schedule of Service Agreements
EXHIBIT "D"	Schedule of Warranties
EXHIBIT "E"	Schedule of Permits
EXHIBIT "F"	Schedule of Leases
EXHIBIT "G"	Schedule of Warranties
EXHIBIT "H"	Deed
EXHIBIT "I"	Bill of Sale
EXHIBIT "J"	General Assignment
EXHIBIT "K"	Seller's No Lien, Gap & FIRPTA Affidavit
EXHIBIT "L"	Post-Closing Agreement
EXHIBIT "M"	Assignment of Service Agreements
EXHIBIT "N"	Disclosure Affidavit

City of Hollywood

Solicitation No.: RFP-4541-17-RL

Date: 1/17/17

Solicitation Title: Sale of City-Owned Property

Purpose of Meeting: PRE BID/PROPOSAL CONFERENCE

SIGN-IN SHEET

Your Name Tenesha Taylor
 Company Name TAJ LLC / CAM LLC
 Address 4601 S. UNIVERSITY DR.
 City/Zip DAVE FL 33328
 Phone (O) 954 963 0084 (C) 954 629 6883
 E-mail T TAYLOR@TAJ-LLC.COM

Your Name Vanessa Valdes
 Company Name HMH Holdings LLC
 Address 2728 Dave Blvd #228
 City/Zip FT. LAUDERDALE FL 33312
 Phone 954-393 -4024
 E-mail HOZReaHyLLC@gmail.com

Your Name Willie S Robinsn
 Company Name Joe Builders Inc.
 Address 4308 Pemobroke Rd.
 City/Zip W. West Park Fl.
 Phone 954-944-1070
 E-mail joebuilders inc @yahoo.com

Your Name _____
 Company Name _____
 Address _____
 City/Zip _____
 Phone _____
 E-mail _____

Your Name Bonnye Deese
 Company Name BAND
 Address 690 NE 13th St., Suite 104
 City/Zip Font Lauderdale 33304
 Phone (954) 581-9899
 E-mail Bdeese@bandflorida.org

Your Name _____
 Company Name _____
 Address _____
 City/Zip _____
 Phone _____
 E-mail _____

Your Name Henry Graham
 Company Name LEB INC.
 Address 2525 RALEIGH ST
 City/Zip HOLLYWOOD
 Phone 954-924-3636
 E-mail h.graham38@yahoo.com

Your Name _____
 Company Name _____
 Address _____
 City/Zip _____
 Phone _____
 E-mail _____



Question and Answers for Bid #RFP-4541-17-RL - Sale of City-Owned Property

Overall Bid Questions

Question 1

Can the City define what LMI is? (Submitted: Jan 17, 2017 2:05:58 PM EST)

Answer

- LMI is an acronym for Low- to Moderate- Income. For the purposes of this RFP a LMI household's income shall not exceed 120% of the Area Median Income (AMI) for Broward County. The Department of Housing and Urban Development (HUD) issues an income limit chart annually. A current income limit chart can be accessed at <http://www.broward.org/BrowardHousingCouncil/HousingResourcesServices/Pages/IncomeLimits.aspx>

NOTE: When the property is to be sold as an owner-occupied principal residence, the City is requiring that the maximum resale price does not exceed the Maximum FHA Mortgage Limits for Broward County as published by HUD annually. The household income of the end buyer shall not exceed 120% of AMI. When the property is to be rented, the maximum rent charged to tenants must not exceed the 80% Maximum Rent Limit as published by HUD annually minus an appropriate utility allowance derived from the current Hollywood Housing Authority Utility Allowance Schedule, adjusted annually. The household income of tenants shall not exceed 80% of AMI. (Answered: Jan 25, 2017 11:28:12 AM EST)

Question 2

Which properties are on a septic tank system and which properties are hooked up to City utilities?

(Submitted: Jan 17, 2017 2:07:09 PM EST)

Answer

- 7508 Grant Ct - sewer

901 NW 70 Terr - sewer

550 N 66 Terr - sewer

2534 McKinley St - septic

2323 Cleveland St - septic

2131 Cleveland St - septic

1936 Garfield St - sewer (Answered: Jan 25, 2017 11:29:09 AM EST)

Question 4

How can I obtain an all-inclusive list of all the unpermitted improvements that need correcting? (Submitted:

Jan 24, 2017 7:59:46 AM EST)

Answer

- Below is a list of improvements that are believed to be permitted & legal. Any existing improvements that are not on the list, or for which a permit record cannot be produced, shall be corrected by removing the unpermitted improvement.

7508 Grant Ct. - 1967: Driveway. 1976: Pool & Patio. 1978: Pool repairs. 1989: Reroof flat. 1990: Reroof shingle. 1991: A/C replacement. 1993: Alarm. 1995: Fence. 1995: Pool/spa elec. 2006: Reroof combi. 2006: A/C replacement, elec work, window replacement.

901 NW 70 Terr. - 1968: Garage addition. 1969: C/L fence. 1971: C/L fence. 2001: Wood fence. 2006: Reroof shingles.

550 N. 66 Terr - 1969: Florida room addition. 1983: Remodel carport to storage area. 1984: Rehabilitation (details unknown). 1984: Replace aluminum roof on screen porch. 1995: Alarm.

2534 McKinley St - 1969: Convert garage & add apart in rear. 1971: Window A/C. 1972: Living room & bedroom addition. 1973: Concrete driveway. 1985: Reroof (Built-up)

2323 Cleveland St. - 1963: Misc. repairs. 1991: Fence. 1992: Reroof (combi). 2010: Window/door replacement. 2013: Reroof (combi)

2131 Cleveland St - 1976: Stucco house. 1983: Reroof. 1995: Window A/C. 2010: Window/Door replacement & electrical work.

1936 Garfield St - 1963: Roof extension for porch. 1970: Alum siding. 1977: Well. 1978: Concrete louver fence. 1981: Shingle roof. 1985: Concrete louver fence & C/L fence. 1991: Reroof flat. 1994: Reroof flat. 1998: Reroof shingles. 2012: Electrical work & Structural repairs (replace wood siding on garage). (Answered: Jan 25, 2017

11:29:09 AM EST)

Question 5

Is there was any way to legalize the unpermitted work done or does it all have to be restored to its original condition? Some of the enclosures appear to be very well constructed. (Submitted: Jan 24, 2017 8:00:07 AM EST)

Answer

- Any unpermitted improvements shall be removed in conjunction with rehabilitation of the property. (Answered: Jan 25, 2017 11:29:52 AM EST)

Question 6

Do you have the ages of the roofs on all the properties? (Submitted: Jan 24, 2017 8:00:22 AM EST)

Answer

- The dates of any known roof permits are listed below.

7508 Grant Ct. 1989: Reroof flat. 1990: Reroof shingle. 2006: shingle roof permit. 2006: Reroof combi. 2013: flat roof permit

901 NW 70 Terr 1983: shingle roof.

550 N. 66 Terr 1984: Replace aluminum roof on screen porch.

2534 McKinley St 1985: Reroof (Built-up). 1987: Reroof tile/shingle. 1991: Fence.

2323 Cleveland St 1992: combo reroof permit. 2013 : combo reroof permit

2131 Cleveland St 1983: Reroof.

1936 Garfield St 1981: shingle roof. 1991: flat roof permit. 1994: flat roof permit. 1998: shingle roof permit

(Answered: Jan 25, 2017 11:29:52 AM EST)

Question 7

Are there any liens, violations or fines the new owner will have to assume or will title be free and clear?

(Submitted: Jan 24, 2017 8:00:33 AM EST)

Answer

- The City is not aware of any liens, violations or fines the new owner will have to assume. Therefore, it is the City's intent that title will be free and clear. (Answered: Jan 25, 2017 11:31:01 AM EST)

Question 8

Would it be possible for me to view the interior of the 3 properties I was not able to see on January 17? I would not need more than 10 minutes per property and I would make myself available at the Cities convince.

a. 7508 Grant Street

b. 901 NW 70th Terr

c. 550 N 66 ter (Submitted: Jan 24, 2017 8:10:23 AM EST)

Answer

- No, the RFP required that any inspections be conducted during the scheduled times. (Answered: Jan 25, 2017 11:31:01 AM EST)

Question 9

Is the valuation of each property based on the fair market fully repaired ready to move in, or is the valuation based on their current condition factoring in the necessary rehabilitation cost? (Submitted: Jan 24, 2017 8:10:41 AM EST)

Answer

- The appraised value reflects the condition at the time the appraisal was conducted. (Answered: Jan 25, 2017 11:31:01 AM EST)

Question 10

In the RFP documents the City references end user preferences in the time allotted, can you clarify the timeframe of which we will have to complete the rehabilitation of these properties? (Submitted: Jan 24, 2017 8:10:58 AM EST)

Answer

- The City expects that the rehabilitation work will commence shortly after closing and will proceed to completion without unnecessary delay. (Answered: Jan 25, 2017 11:31:01 AM EST)

Question 11

The RFP only includes the first page of the appraisal report. Are we able to access the full report? If so, how can we request copies? (Submitted: Jan 24, 2017 8:15:40 AM EST)

Answer

- Full appraisal reports are available upon request. (Answered: Jan 25, 2017 11:32:46 AM EST)

Question 12

One of the properties has significant mold damage. Are there any mold reports on this property? If so, how can we request copies? (Submitted: Jan 24, 2017 8:15:57 AM EST)

Answer

- There are no mold reports. (Answered: Jan 25, 2017 11:32:46 AM EST)

Question 13

Are there copies of inspection reports for any, or all, of the properties being offered for sale? If so, how can we request copies. (Submitted: Jan 24, 2017 8:16:15 AM EST)

Answer

- There are no inspection reports. (Answered: Jan 25, 2017 11:32:46 AM EST)

Question 14

Are we to complete and sign the sales contract in the bid packet and submit along with the offer? (Submitted: Jan 24, 2017 8:16:38 AM EST)

Answer

- No, the sales contract is not required with submission. (Answered: Jan 25, 2017 11:32:46 AM EST)

Question 15

If a non-profit developer submits a response that includes a non-profit partner/developer, would the proposer still score the additional points? (Submitted: Jan 24, 2017 8:16:56 AM EST)

Answer

- Yes, provided that at least one of the entities' mission includes providing affordable housing for eligible households, as stated in the RFP. (Answered: Jan 25, 2017 11:32:46 AM EST)