



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggybacking Request Form

(Use for purchase(s) over \$25,000, when piggybacking off other contracts)

2017 OCT 11 AM 8:19

CITY OF HOLLYWOOD
PROCUREMENT SERVICES
DIVISION

Date Oct 9, 2017

Department/Office Development Services

Division/Area Comm Dev

Contract Administrator Clay Milan

Title Comm Dev Mgr

Phone 954-921-3271

Email cmilan@comcast.net

1. Requested Vendor Real Estate Asset Disposition Corp Vendor Number NA

Address 401 Clematis St, WPB, FL 33401

Contact Person Jim Banford

Title CEO

Phone 561-655-6605

Email jbanford@readcorp.com

2. Contract title requesting to piggyback? Realtor Services

Awarding Agency City of West Palm Beach, FL

Contract Expiration Date 01/11/2018

Copy of Contract and Awarding Agency documentation is attached.

Yes No

3. Product/Service being requested (be specific). Realtor services to dispose of city-owned, vacant property

4. Detailed description of the products/services function and purpose. Disposal (sale) of vacant, city-owned houses and vacant lots

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

5. Please explain what process the Department/Office took to verify and/or identify this contract. Met with vendor and communicated with representative of City of WPB

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

Yes No

Please explain The contract cost is less than the amount typically charged for brokerage services in the real estate industry.

7. Total cost of the requested product/service. TBD - 5% of sales price

8. Total estimated annual (fiscal year) cost of requested product/service. Estimated at \$60,000

Account Number(s) TBD

\$70,000
RL (Per Clay's Email)

9. Is this product/service covered by a warranty? Yes No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

Yes No

If yes, please describe the related products/services and estimated cost(s.) NA

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

Yes No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.) NA

12. Is this a grant related purchase? Yes No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) NA

Will this require matching funds? Yes No

What is the grant source? NA

What is the grant (dollar) amount? NA

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at www.sam.gov.

Date of Advanced Search 10/4/2017

Company Name(s) Searched

Search Results

Procurement Service Division use only

Requisition # R
(As Applicable)

Purchase Order # P
(As Applicable)

Blanket Purchase Order # BPO
(As Applicable)

Real Estate Asset Disposition Corp.


No records found

Jim Banford

No record found

REQUESTING DEPARTMENT RECOMMENDATION

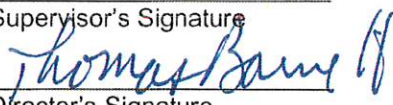
Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of you knowledge the contract does not violate any applicable policy, statute, governing rule or regulation.


Contact Person's Signature

10/9/17
Date

Supervisor's Signature

Date


Director's Signature

Date

APPROVAL (Procurement Service Division Use Only)

Verified By:		Date	
Approved By:		Date	

Procurement Service Division use only

Requisition # R
(As Applicable)

Purchase Order # P
(As Applicable)

Blanket Purchase Order # BPO
(As Applicable)

From: [Clay Milan](#)
To: [Robert Lowery](#)
Cc: [Paul Bassar](#); [Thomas Barnett](#); [Daniel Mainero](#)
Subject: RE: Piggy Backing Request Form
Date: Thursday, October 12, 2017 9:29:40 AM

Rob,

I recommend increasing the BPO to \$70K. I don't believe the properties will sell for appraised value, but increasing the BPO will provide a cushion for any additional costs, like title work. Alan advised that closing costs for each transaction will be determined at the appropriate time and handled separately.



October 5, 2017

Paul A. Bassar
Director of Procurement & Contract Compliance
City of Hollywood
Office of the City Manager
2600 Hollywood Blvd Suite 303
P.O. Box 229045
33020-9045, FL 33022-9045
VIA E-mail: PBASSAR@hollywoodfl.org

Re: A Piggyback Offer Letter

Mr. Bassar:

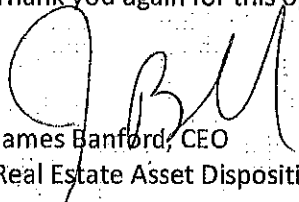
Real Estate Asset Disposition Corp. would like to formally extend an offer to the City of Hollywood, Florida to have the same Terms & Conditions and Pricing as we have in our Contract with City of West Palm Beach.

We have found our relationship and experience with West Palm Beach to be very positive and we believe beneficial to both sides and it would be our privilege to have the same relationship with the City of Hollywood.

Also, we would be very happy to receive and review any Insurance requirements deemed necessary by your Risk Department. We have had these requests in the past and have complied with them by securing the necessary coverage and assigning the client (bank, municipality etc.) as the beneficiary. I think they will find us prepared and very cooperative in that regard.

Please let me know if I can be of assistance in any way as you finalize your decision.

Thank you again for this opportunity.


James Banford, CEO
Real Estate Asset Disposition Corp.



SERVICES AGREEMENT

Contract No. 18061

Provider Name: REAL ESTATE ASSET DISPOSITION CORP.
Provider Address: 120 South Dixie Highway, Suite 201
West Palm Beach, FL 33401
Email: jbanford@readcorpneo.com
Telephone: 561-758-3504
FEI/EIN #: 65-1134190

Services: The Services shall include assisting the City in selling City owned residential and commercial properties and in the purchase of residential and commercial properties as directed by the City. City property may be sold by sealed bid, auction or conventionally at the City's determination.

A detailed description of the Services is attached as Exhibit A. If a quote/proposal is attached, only new or additional terms which are identified above are included in this Agreement. Terms of the quote not addressed in this Agreement are not made part of this Agreement. In the event of a conflict, this Agreement controls. The City reserves the right to delete or amend any of the services described in this Agreement.

City Procurement (RFP / ITB/ or Quote) No. 15-16-411

Provider's Proposal/quote is attached as Exhibit A.

Special Terms: Special Terms are attached as Exhibit B.

Grant Requirements: This Contract is funded by a grant and the grant requirements applicable to this Contract are attached as Exhibit C.

Completion Date: Recurring services as needed

Location of Services: Corporate boundaries of the City of West Palm Beach

City Department: Department of Housing and Community Development/

Service Term: This Agreement shall remain in effect for a period of one (1) year with the option to renew for two (2) additional twelve (12) month periods. Any renewal will be subject to appropriation of funds by the City and mutual written agreement as to terms and conditions. The City shall have the option of extending this contract at the current rates one month at a time, not to exceed six months. If the City terminates the Agreement at the end of the sixth month of any extension all invoices shall be paid in accordance with this Agreement.

Fee: Payments will be made in accordance with the rates provided on Exhibit A.

Invoice Schedule: Upon satisfactory completion of each transaction and acceptance by the City.

Accounts Payable Information: If "Remit To" address differs from Provider address above, provide

Remit To Address: _____

THIS AGREEMENT ("Agreement") is made by and between the **PROVIDER** identified above and the **City of West Palm Beach** ("City"), 401 Clematis Street, West Palm Beach, FL 33401,

In consideration of the covenants and conditions set forth in this Agreement, the Provider and City agree as follows:

1. **Services.** Provider shall provide all equipment, materials and labor necessary to provide the services described above (the "Services"). Provider shall render the Services in a diligent, careful and thorough manner consistent with good business practice. Time shall be of the essence with respect to all matters set forth in this Agreement. The Services shall be completed, to the City's satisfaction, in accordance with the time frames indicated above.

2. **Fee.** The City shall pay Provider the Fee indicated above (the "Fee"). The Fee shall be the sole compensation paid to Provider in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.

3. **Invoices.** Invoices must identify the PO number and shall be submitted to: **West Palm Beach Finance Department, Attn: Accounts Payable**, P.O. Box 3366, West Palm Beach, FL 33402-3366. Invoices shall show the nature of the service and date(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and date(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. **Provider shall provide W-9 or FEIN# to City with first invoice.**

4. **Payment.** The Fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

5. **Term.** This Agreement shall commence upon full execution by the parties and expire as provided in the "Service Term" above and final payment, unless earlier terminated. The City shall execute this Agreement last.

6. **Representations, Warranties and Covenants of Provider**

6.1 **Authority.** Provider hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 **Duly Licensed.** Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **No Contingency.** Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. **Standard of Care.** The standard of care for all Services performed or furnished by Provider under this Agreement will be superior to the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

8. **Compliance with Laws.** In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including ethics and procurement requirements.

9. **Independent Contractor.** It is specifically understood that Provider is an independent contractor. *If Provider is an individual:* (i) Provider is not an employee of the City; (ii) this Agreement is not a contract of employment and that no relationship of employer/employee or principal/agent is or shall be created nor shall exist by reason of the performance of the Services under this Agreement; (iii) Provider will not be eligible to participate in any employee benefit maintained by the City; (iv) Provider will not be covered by the City's workers' compensation insurance; (v) Provider will be solely and exclusively responsible for payment of all taxes due in respect of all compensation and/or other consideration received by Provider under this Agreement. *If Provider is a business firm:* (i) Provider acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the City for all work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

10. **Right to Audit.** Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Provider's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Provider shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Provider within 45 days from presentation of City's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City.

11. **Property Rights.** Any work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material or work product developed under this Agreement. Any reuse of Provider's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Provider or its sub-Providers.

12. **Insurance.** Unless waived in writing below by the applicable Department Director, Provider shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$1,000,000 aggregate, with bodily injury limits, which may not be subject to a self-insured retention or deductible exceeding \$25,000.

Commercial General Liability Insurance is waived by the Department Director.

Dept. Director Signature _____

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and

\$500,000 "disease each employee" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

Provider is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Provider understands that Provider must comply with Sec. 440.055, F.S., and other applicable regulations. Provider is an independent contractor.

James William Danford III
Provider Signature

(c) **Automobile Liability:** Not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding \$10,000.

Automobile Liability Insurance is waived by the Department Director.

Dept. Director Signature _____

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Provider shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Provider's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Provider's insurance policy is a claims made policy, Provider shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

13. Indemnity. Provider agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its commissioners, officials, employees or agents arising out of or incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of this Agreement by Provider or any act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this indemnification provision. To the extent considered necessary by the City, any sums due Provider under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the

payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

14. Termination.

14.1 The City shall have the right to terminate this Agreement, in whole or in part, with or without cause and for its convenience, upon five (5) calendar days written notice to Provider. The foregoing notwithstanding City may, in its sole discretion, provide written notice to Provider stating with specificity the reason for the termination and giving the Provider thirty (30) days within which to cure the defect. If the Provider does not cure the defect within the thirty (30) day period the City may terminate the Agreement immediately and without further notice or opportunity to cure. In the event of termination, the City shall compensate the Provider for all authorized Services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

14.2 Provider shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

14.3 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

15. **Warranty.** Provider shall warrant that the Services shall be free from improper workmanship and/or defective materials for one (1) year from completion.

16. **Notices.** Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator; and if to Provider, to the address set forth above.

17. **Taxes.** Provider understands that in performing the Services for the City, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

18. **Availability of Funds.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours notice to Provider. The City shall be the sole and final authority as to the availability of funds.

19. **Lobbying Certification.** Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

20. **Non Discrimination.** Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

21. Assignment. This Agreement requires the skills and experience of Provider and may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

22. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

23. Ethics; Conflict of Interest.

23.1 Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

23.2 Provider represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

23.3 Provider represents that it does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

23.4 Provider represents that it does not employ, directly or indirectly, any official of the City. Provider represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Provider.

23.5 Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

23.6 Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Provider further represents that no person having any interest shall be employed or engaged by it for said Services.

23.7 Provider, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the CRA under this Agreement.

23.8 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

24. Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

25. Unauthorized Aliens. The knowing employment by Provider or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination.

26. Small Business Requirements. Provider shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Provider shall comply with the small business commitment contained in Provider's Proposal. Provider shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

27. Public Records Law. Provider shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Provider in conjunction with this Agreement. Failure by the Provider to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the City.

28. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum non conveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

29. Severability. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

30. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

31. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

32. Inspector General. Provider is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

33. Entire Agreement; Exhibits; Amendment. Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the City and Provider.

34. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

35. **Digital Signature.** The parties to this Agreement may agree to execute this Agreement, and all subsequent amendments or modifications to it, by digital signature, in accordance with Ch. 668, Fla. Stat.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

REAL ESTATE ASSET DISPOSITION CORP.

CITY OF WEST PALM BEACH

By: James William Bradford III
Print Name: JAMES WILLIAM BRADFORD III
Title: CEO

By: Geraldine Muolo
Geraldine Muolo, Mayor
Attest: Nashli F. Cannon
City Clerk

Date: 1/12, 2017

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: STV

EXHIBIT A

SCOPE OF SERVICE	COMPENSATION	NOTES
Title & Lien search	\$200.00	Pass through at Cost
Title review and Title curative work	\$75.00/HR	Includes working with lien holders of record, e.g. lenders, utility providers and City to remove and or mitigate costs to cure and deliver "insurable/marketable title".
Property Inspection and valuation	\$150.00 each	This fee is waived if accompanied with Listing Agreement
Strategic Acquisition of Real Estate	up to 5%	This fee is typically paid by the Seller. If the Seller is paying the fee (through a broker or individually) COMPANY will accept the buyer broker commission. If the Seller is not offering a commission, COMPANY will reduce fee to 2.5% from the City; However, if a property is not listed, COMPANY will receive the full 5% commission from the City.
Marketing and sale of City Owned Real Estate	5%	Minimum fee is \$1800 for low value assets. Fee includes marketing, offer management, contract preparation through execution, escrow services and closing management

JB

EXHIBIT B
SPECIAL TERMS

MARKETING

1. Provider shall conduct market price analysis such as Broker Price Opinion (BPO) and assist the City in establishing sale or purchase prices.
2. Properties for sale shall be listed on the Multiple Listing Service (MLS).
 - a. Properties for sale shall be marketed by other means in addition to the MLS listing. Such means include, but is not limited to, marketing the sale of City owned properties using the City created GIS database, Multiple Listing Service, Real estate websites and other media.
 - b. Provider may offer properties for sale by inviting bids. In that event the invitation and selection will be conducted by the City.
 - c. Provider shall insure that properties identified by the City's Department of Housing and Community Development as having income or other occupancy restrictions are marketed and sold only to eligible buyers as defined by the Department. All potential buyers for restricted properties must first be screened by the Department of Housing and Community Development.
3. Provider shall show properties to potential purchasers, coordinate execution of purchase agreements and receive deposits which shall be held in escrow.

SALES AND PURCHASES

1. Provider shall utilize the City's standard form Sale and Purchase Agreement (the "Agreement") unless a different form is approved in advance by the City.
 - a. Provider shall ensure that objections are timely made during the Inspection Period and coordinate remedial action where required. Provider shall confirm that the property is acceptable to the City prior to expiration of the Inspection Period.
 - b. Provider shall ensure that a Survey and Phase I environmental, if required, is timely ordered in accordance with the times provided in the Agreement.
2. Provider shall utilize a Title Company approved by the City.
3. A copy of title commitments must be provided to the City immediately upon receipt and Provider shall, after consultation with the City, send title objection notices when required and work with the City in resolving all title objections or issues.
4. Upon receipt of the title commitment Provider shall submit a closing checklist to City detailing all matters and documents required to close.
5. Provider shall deliver draft closing documents to the City for review and approval ten (10) days in advance of closing and buyer signed final closing document five (5) days in advance of closing.
6. Provider shall ensure that all financial arrangements, including wire transfer information, are in place five (5) days in advance of closing.

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7. Provider shall attend all closings and submit a set of original, fully signed closing documents to the City within five working days of closing.

REPRESENTATIONS AND WARRANTIES OF PROVIDER

Provider represents and warrants to City as follows:

1. Provider is a Sub Chapter S Corporation in the State of Florida, it is duly organized, validly existing and in good standing under the laws of its State of incorporation;
2. Provider has all licenses necessary to qualify it to carry on its business as it is now being conducted, and is duly authorized to transact any and all businesses contemplated by this Agreement.
3. There are no actions, suits, proceedings, claims, investigations or litigation pending or, to the best of Provider's knowledge, threatened, which either in any one instance or in the aggregate, if determined adversely to COMPANY, would adversely affect COMPANY's ability to perform its obligations under this Agreement.

END

JB



WEST PALM BEACH

PROCUREMENT DEPARTMENT

401 Clematis Street – 5th floor
West Palm Beach, FL 33401
Phone: 561-822-2100
Fax: 561-822-1564

REQUEST FOR QUALIFICATION

RFQ #15-16-411

Realtor Services

The City of West Palm Beach Housing and Community Development Department is soliciting real estate services that would assist the City in selling City owned residential and commercial properties that have been deemed as surplus and in the purchase of residential and commercial properties that the City may acquire.

Proposal documents can be acquired electronically and free of charge by logging onto the City's website at:

<http://wpb.org/Departments/Procurement/Solicitations/Bids-List>

Time is of the essence and any proposal received after **3:00 p.m., Tuesday, August 2, 2016**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Procurement Department Office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the Request for Qualification (RFQ) number, title, firm name, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Procurement Department personnel by the deadline indicated.

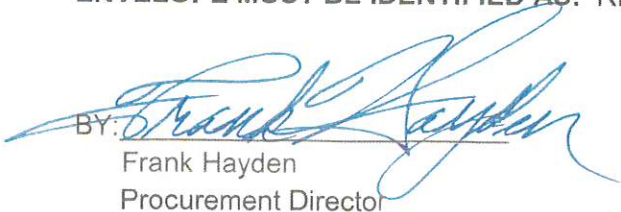
IMPORTANT: Contact by a Proposer (or anyone representing a Proposer) regarding this RFQ with the Mayor, any City Commissioner, Officer, or City employee other than an employee of the West Palm Beach Procurement Department, is grounds for disqualification.

A Proposer shall submit **one (1) original, three (3) copies and one (1) electronic copy (on CD-ROM, in MS Word or searchable PDF)** of the proposal to the Procurement Department at the time and date specified in the legal notice.

All proposals must be delivered or mailed to:

Josephine Grosch, Sr. Purchasing Agent
City of West Palm Beach/ Procurement Department
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401

ENVELOPE MUST BE IDENTIFIED AS: RFQ 15-16-411, Realtor Services

BY: 
Frank Hayden
Procurement Director

PUBLISH: July 17, 2016 on Palm Beach Post
July 13, 2016 on Website

Realtor Services

1. PURPOSE AND INTENT

The purpose of this Request for Qualification (RFQ) is to secure a qualified real estate broker or agent (hereinafter known as "Realtor") with knowledge of the West Palm Beach market area for residential and commercial real estate services. Additional City departments or any other agencies and entities that City provides services for (collectively, the "City") may utilize the services of Realtor on an as needed basis and in accordance with the compensation set forth in this solicitation.

Realtor selected under this procurement may be awarded separate contracts with the City of West Palm Beach and/or the West Palm Beach Community Redevelopment Agency under the terms and conditions of this solicitation.

2. BACKGROUND

The Department of Housing and Community Development works to assure quality of life for its residents through the development of housing, social, and economic opportunities. The Department is committed to high standards of customer service in the administration and delivery of programs that are collaborative, innovative, and sustainable.

The Department of Housing and Community Development offers many programs to help both West Palm Beach residents as well as businesses. The goal is to preserve and stimulate the production of affordable and workforce housing units for low and moderate income households. As such the City manages an inventory of City owned properties that includes vacant infill lots, commercial lots and residential structures.

3. SCOPE OF SERVICES

The Department of Housing and Community Development maintains an inventory of residential and commercial properties that are owned by the City. Some of the properties may be sold on the open market or to income eligible buyers. The City anticipates releasing between 10-30 properties for sale listings for the remainder of 2016 with a potential for 10-20 more in 2017. Most properties are vacant lots of less than 0.2 acres in size with a minimal number of houses for sale that may have income or other restrictions for occupancy. Acquisitions of properties by the City may occur on occasion that would require market analysis and pricing estimate services.

The following are minimum requirements for consideration of Realtor services:

- Properties for sale would be listed on the Multiple Listing Service (MLS)
- Properties for sale would be marketed by some other means beyond the MLS listing
- Providing market price analysis such as Broker Price Opinion (BPO)
- Showing properties to potential purchasers
- Obtaining buyer signature on purchase agreements and collection of deposits for delivering to the City
- Experience in both residential and commercial property listings within the West Palm Beach area.
- Some understanding of HUD and FHA programs preferred

4. TERMS OF CONTRACT

The successful Realtor may be awarded a contract for one (1) year with the option to renew for two (2) additional twelve (12) month periods. Option for renewal will only be exercised upon mutual written agreement and with all terms and conditions remaining adhered to with no deviations. Any renewal will be subject to appropriation of funds by the City. The City reserves the right to delete or amend any of the services as listed and described herein.

The City shall have the option of extending this contract at the current rates one month at a time, not to exceed six months.

5. MINIMUM QUALIFICATIONS

Each Respondent must satisfy the following Minimum Requirements to be considered for this solicitation.

Item	Criteria	Minimum Requirements
1.	Complete	Proposer Information Page is Complete. Representations and Disclosure have an original notarized signature by a corporate officer. Proposal is signed by an officer authorized to bind the firm.
2.	Timely Receipt	Proposal received in the Procurement Department on or before the due date and time.

6. EVALUATION PROCEDURES AND CRITERIA

Evaluation of the proposals will be based on the competitive selection process, in which the evaluation of proposals will not be limited to price alone. As per the Procurement Ordinance, the selection of a Respondent with whom to contract shall be based on the "best value to the City" using the criteria listed below.

Proposals and best value will be evaluated based on the following criteria:

1.	Skill and Experience: <ul style="list-style-type: none"> a. has Florida Real Estate Associate and/or Broker license b. has five (5) years of experience in West Palm Beach area for residential and commercial real estate services b. has proven track record in closing deals d. has experience working with local community e. has proven track record of obtaining local and national clients f. Experience with HUD/FHA programs
2.	Ability: <ul style="list-style-type: none"> a. to list properties on Multiple Listing Services (MLS) b. to market beyond the MLS listing c. to provide market price analysis such as Broker Price Opinion (BPO) d. to show properties to potential purchasers e. to obtain buyer signature on purchase agreements and collection of deposits for delivering to the City
3.	Fee structure: compensation
4.	Representations and Disclosures.

7. INSTRUCTIONS FOR SUBMITTAL

A. Preparing Proposal for Submission:

Each Proposer is required, before submitting its Proposal, to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFQ. Ignorance on the part of the Proposer will in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this RFQ. This RFQ constitutes the complete set of specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this package and their Proposal prior to submittal.

Proposals shall submit **one (1) original, three (3) copies and one (1) electronic copy (on CD-ROM, in MS Word or searchable PDF)** in a clear and concise format, on 8 ½" x 11" papers, in English. Each tabbed set shall contain all the information required by this RFQ. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the statement. The proposer is asked to limit marketing materials and excess verbiage yet, sufficiently their qualifications, cost, and other information pertinent for evaluation.

The original Proposals must be enclosed in a document/binder labeled as the "**original**". **Proposal documents in the "original" submittal shall be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company.** Original signatures are required where indicated in the original proposal documents; photocopies are not accepted. The City's evaluation of the Proposal's compliance with the requirements of this RFQ shall be based solely on the Proposal marked as "original", regardless of whether the submitted copies or electronic version comply. Failure of the "original" Proposal to comply with the requirements of this RFQ may be cause for disqualification or rejection of Proposal.

Only one proposal may be submitted by each Proposer.

No modifications to those proposals already submitted will be permitted prior to award, except in those cases where the City requests more information for clarification and/or enhancement purposes from all of the Proposers.

Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFQ number, RFQ title, deadline date and hour for receipt of Proposals.

B. Clarification/Interpretation & Addenda Registration

No interpretation or changes to the meaning of the Request for Qualification will be made to any firm orally, except by written addendum. All questions that change the scope of work or alter the contents of these documents will be answered via addendum. Addendums will form an integral part of the proposal and shall modify and become part of the RFQ document.

Each Proposer is requested to **register under the designated solicitation** via the Procurement Department website in order to receive any addenda(s) to this RFQ:

<http://wpb.org/procurement/bids-solicitations/>

It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFQ to any firm or Proposer not registered under the designated RFQ in the City's Procurement website.

All questions regarding this RFQ should be submitted under "Add a Question" section of designated solicitation and must be entered no later than **5:00 p.m., Friday, July 22, 2016**.

The City may issue written addenda to all recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published such revision will be by formal written addendum only.

For information concerning Procurement website, please contact:

Josephine Grosch, Sr. Purchasing Agent
City of West Palm Beach
City Hall, Purchasing Department
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Office (561) 822-2100, Direct (561) 822-2107
Email: jgrosch@wpb.org

C. Proposal Formatting

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified. **The Proposal must be divided into separate sections by tabs as in the prescribed order.** Where indicated, the City forms must be completed and submitted:

Section 1: Proposer Information – Attachment A

Complete the Proposer Information form found in Attachment A. Indicate the primary person responsible for this project. Form must be signed by an individual authorized to bind the Proposer.

Section 2: Skills and Experience

A statement and/or documentation to support the Proposer's qualifications as related to the scope of services based on the skill, experience and ability as listed in the evaluation criteria section.

Section 3: Fee/Compensation Proposal

The proposer shall provide compensation for the provision of services required as identified in this Request for Qualifications.

Section 4: Forms

The following City form must be completed and submitted:

Representations and Disclosures, Attachment B

Representations and Disclosures. By submitting its Proposal, Proposer shall make the following representations and disclosures, and shall submit **Attachment B**.

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this RFQ with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Department, is grounds for disqualification.
2. Conflict of Interest. Proposer has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to the scope of services for the Project and any parties to this solicitation or any third parties. Proposer has identified the name of any officer, director, or agent who is also an employee or official of the City of West Palm Beach. Further, Proposer has disclosed the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the Respondent's firm or any of its affiliates or team members.

The existence of any such conflicts of interest will not automatically disqualify any proposing team from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.

3. Good Faith. Proposer represents that the Proposal is made without connection with any persons, company or party submitting another proposal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Financial. Proposer certifies that Proposer has not filed for bankruptcy in the past five (5) years. A statement of Solvency and financial capability must be submitted.
5. Criminal. Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.
6. Procurement. Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.
7. No Contingency. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. Truth in Negotiation. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-Contractors or sub-contractors.

9. Use of Funds. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFQ will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
10. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of Proposal information to third parties.

8. PROCUREMENT PROCESS

8.1. No Lobbying:

Contact by a Proposer (or anyone representing a Proposer) with the Mayor, any City Commissioner, officer, OR City employee (other than an employee of the West Palm Beach Procurement Department), regarding this RFQ, is grounds for disqualification. Contact with the Procurement Department shall be for clarification purposes only.

8.2. Submittal

Time is of the essence and any Proposals received after the date and time set forth in the Schedule for this RFQ will be returned unopened. **PROPOSALS NOT RECEIVED BY THE SUBMITTAL DEADLINE WILL BE REFUSED.** The time of receipt shall be determined by the time clock located in the office of the Procurement Department. Proposers are responsible for ensuring that their proposal is stamped as received by the deadline indicated. Proposals shall be in envelopes and marked as described in this RFQ. Proposals shall comply with the requirements of this RFQ.

8.3. Evaluation

Upon the receipt of written Proposals, but prior to final selection, the City may request that one or more Proposers submit additional materials or information. The City may conduct interviews with, and may require presentations from, one or more Proposers regarding their qualifications, experience, and ability to provide the required capital and services. The City reserves the right to request presentations from Proposers and conduct interviews with any, all or none of the Proposers. It shall be the City's sole decision on whether any presentations are made or interviews are held and with which Proposers interviews are conducted. The City may select a Proposer that was not interviewed or did not make a presentation. The City reserves the right to make a selection based upon a response to this RFQ alone and without presentations or additional information. The City also reserves the right to make no selection as a result of this RFQ process.

The City intends to select the Proposal and qualifications deemed to be in the best interests of and the most advantageous to meeting the needs of the City, and offering the best value to the City. Each Proposal will be evaluated individually and in the context of all other proposals. The selection of a Proposer(s) with whom to negotiate shall be based on the best value to the City. Best value means the overall value to the City, in the City's sole discretion, as determined by considering the factors set forth in the City's procurement code, along with those factors set forth in this RFQ as Minimum Requirements and Evaluation Criteria.

Submittals must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFQ. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified.

The City reserves the sole right to determine the Proposer's performance history based on references or its own investigation. The City may require additional information from one or more Proposers to supplement or clarify the Proposals submitted. The City may conduct

investigations with respect to the qualifications and experience of each Proposer and any team members.

The Procurement Director reserve the right to waive any irregularity or technicality in the Proposals received. The City reserves the right to reject any and all Proposals received either in whole or in part, with or without cause, or to waive any qualification requirement, formalities or deficiencies in any Proposal, if such action is deemed by the City to be in the best interest of the City to obtain the required services.

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the City to receive proposals. It is the intent of the City to select a single proposer to supply the services necessary as defined herein, but the City retains the right to contract with more than one proposer for the services or to contract for a portion of the services. Nothing in this RFQ is intended to restrict the City of West Palm Beach in any way in the selection of the proposal that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers. The City may select another firm or use in-house staff to perform any of the above described items, in whole or in part.. The City reserves the right to reject any or all proposals or responses made during the course of discussions and negotiations concerning a proposed contract, to discontinue its efforts to seek services or to pursue another process to acquire such services.

8.4. Contract

The City of West Palm Beach shall be entitled to enter into a contract with the selected Proposer through this RFQ under the terms and conditions negotiated by City.

The City reserves the right to contract for a portion of the services offered by a Proposer, subject to the mutual agreement of that Proposer.

Proposer(s) shall not assign or transfer any or all of its rights, duties or obligations under the contract without the prior, written consent of the City.

The contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Proposer shall submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties shall agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Proposer shall agree to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. To encourage prompt and equitable resolution of any litigation, each party shall waive its rights to a trial by jury in any litigation related to the contract.

8.5. Protest Procedures

Protest procedures are provided in Section 66-151 of the Code of Ordinances of the City of West Palm Beach. A protest must be addressed to the Procurement Director, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Director within seven (7) calendar days of the first date that the aggrieved party knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Director. Failure to file a protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

The City's final determination of the Proposal that offers the best value or is in the best interest of and/or is most advantageous to the City is a final determination that may not be appealed.

9. GENERAL TERMS AND CONDITIONS

9.1. Lobbying Prohibited

As to any matter relating to this RFQ, any proposer, team member, or anyone representing a proposer are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, City representative or Contractor, or any other person working on behalf of the City on any matter related to or involved with this RFQ. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, Contractors, lobbyists, or any actual or potential subcontractor or Contractor of the proposer and the proposer's team. All oral or written inquiries are to be directed to the Procurement Director. Any violation of this condition will **be grounded for disqualification**. Contact with the Procurement Department shall be for clarification purposes only.

The "No-Lobbying" condition is in effect from the date of publication of this RFQ and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process for the project or study.

9.2. Ethics Requirements

All Proposers are responsible for educating themselves on the various ethics and conflict of interest provisions of Florida law, Palm Beach County Ordinance and City Code. No Proposer may employ, directly or indirectly, the mayor, any member of the City commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the City ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

9.3. Small Business Program

The City's Small Business Ordinance is set forth in Chapter 66 of the Code of Ordinances and is incorporated herein by reference. Proposers are encouraged to read it in its entirety. Any conflicts between the SB Ordinance and these specifications shall be interpreted pursuant to the SB Ordinance. Please note, regardless of whether a goal is established or not, the City encourages small business participation in *all* of its procurements.

9.4. News Releases / Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

9.5. Public Records; Confidential & Proprietary Information

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all Proposals and supporting data shall be subject to disclosure as required by such laws. All Proposals shall be submitted in sealed form and shall remain confidential for the period permitted by the Public Records laws. Thereafter, any material submitted in response to this RFQ will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law. No claim of confidentiality or proprietary information in all or any portion of a Proposal will be honored unless a specific exemption from the public records law exists and it is cited in the response to the RFQ. If a Proposer believes any of the information contained in its Proposal is exempt from the public records law, Proposer must specifically identify the material which is deemed to be exempt

and cite the legal authority for the exemption; otherwise, the City will treat all material received as public records.

9.6. Non-discrimination

Proposer shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, genetic information, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection, employment or service delivery.

9.7. Rights and Privileges; No Assignment

The selected proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission.

9.8. Procurement Code

Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFQ.

9.9. City as Gatekeeper of Documents

This document is issued directly by the City of West Palm Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Department. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the respondent/proposer should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

9.10. Right to Contract for similar/additional services

The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFQ shall remain in affect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

9.11. Ownership of Documents

The City shall have full ownership and the right to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Proposer. Proposer acknowledges that City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

9.12. Proposal

The successful Proposer will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

9.13. Indemnity

Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with

Proposer's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of this Agreement by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

9.14. Disclosures and Disclaimers

This Request for Qualifications ("RFQ") is being issued by the City of West Palm Beach (hereinafter known as "City"). Any action taken by the City in response to proposals made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this RFQ either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFQ. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFQ (each such party being hereinafter known as "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the

City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this RFQ, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFQ. All costs incurred by a Proposer in preparing and responding to this RFQ are the sole responsibility of the Proposer. Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFQ is at the sole risk and responsibility of the party submitting such proposal.

This RFQ is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFQ is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFQ, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Proposer shall be made before the City which may include one or more Proposers. Contract negotiation will take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the City may, at its sole option, withdraw this RFQ.

The City reserves the right to select the proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Proposer.

The City and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of a contract executed by the Proposer and the City. All or any responses to this RFQ may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening responses. Upon award recommendation or thirty (30) days after opening, whichever is greater, any material submitted in response to this RFQ will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right /to make any final determination of the applicability of the Public Records Law.

9.15. Local Government Prompt Payment Act.

Payment of Fees will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, and dispute resolution provided detailed invoices are submitted in compliance with the terms of the contract.

9.16. Proposal Costs

All costs and expenses incurred by any Proposer or party in responding to this RFQ, preparing a Proposal and any re-submittals, are the sole responsibility of the Proposer.

9.17. No Return of Proposals

All Proposals shall become the property of the City and shall not be returned.

9.18. Public Entity Crimes Act.

Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Consultant and its sub-consultants under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

9.19. Applicable Laws; Procurement Code

Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFQ. Proposer shall, in its Proposal and any resulting contract or provision of services, comply fully with all applicable local, state and federal laws and regulations.

9.20. Inspector General

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the award, negotiation and performance of the contract, and may demand and obtain records and testimony from the Proposer and its subcontractors and lower tier subcontractors. Proposer shall agree that in addition to all other remedies and consequences provided by law, the failure of Proposer or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of the contract justifying its termination.



ATTACHMENT B

REPRESENTATIONS AND DISCLOSURES

RFQ No. 15-16-411

STATE OF _____ }
COUNTY OF _____ } SS:

I am an officer of the Proposer firm, named below, submitting its qualifications under a RFQ and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this RFQ with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Department, is grounds for disqualification.

2. Conflict of Interest. Proposer has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to providing services under this solicitation any parties to this solicitation or any third parties. Proposer has identified the name of any officer, director, employee or agent who is also an employee or official of the City of West Palm Beach or the West Palm Beach Agencies. Further, Proposer has disclosed the name of any City official or employee or Official who owns, directly or indirectly, interest of ten percent (10%) or more in the Proposer's firm or any of its affiliates or team members.

The existence of any such conflicts of interest will not automatically disqualify any Proposer from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.

3. Good Faith. Proposer represents that the Proposal is made without connection with any persons, company or party submitting another proposal, and that it is in all respects fair and in good faith without collusion or fraud.

4. Financial. Proposer certifies that Proposer has not filed for bankruptcy in the past five (5) years.

5. Criminal. Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.

6. Procurement. Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a proposal to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.

7. No Solicitation or Contingent Fee. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or

secure an award under this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award under this solicitation.

8. Use of Funds. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFQ will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

9. No Liability. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of Proposal information to third parties.

10. Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.

11. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of Proposal information to third parties.

I certify or affirm that to the best of my knowledge and belief, the above representation and disclosure statements are true.

Proposer Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 20__

by _____ (name) as

_____ (title) of

_____ (Proposer firm), who is

personally known to me or produced

_____ as identification.

Notary Signature: _____

Print Name: _____

Notary Stamp or Commission No. _____

In the event Proposer cannot execute this form as drafted, Proposer may substitute a similar Representations and Disclosure certifying to the facts applicable to the Proposer.