



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
T-38-14**

**NEIGHBORHOOD STABILIZATION PROGRAM
REAL ESTATE BROKERAGE SERVICES**

**RFP OPENING: MAY 1, 2014 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 3, 2014

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
T-38-14
NEIGHBORHOOD STABILIZATION PROGRAM REAL ESTATE
BROKERAGE SERVICES

The City is seeking proposals from qualified firms to provide real estate brokerage services to the City for a Federally Funded Neighborhood Stabilization Program.

The City will receive sealed proposals until **2:00 p.m. (local), May 1, 2014**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

Introduction

The City of Pompano Beach, Florida Department Of Housing and Urban Improvement (OHUI) is administering the Federally funded Neighborhood Stabilization Program. One of the activities under this program involves the acquisition, rehabilitation and resale of abandoned and foreclosed properties. These properties must be sold to low, moderate and middle income families whose household income is at or below 120% of the area median income for the county in which the property is located. The City has acquired and rehabilitated, or is in the process of rehabilitating 24 properties for resale. Subsequent acquisitions may be made with proceeds from sales. The OHUI is looking to engage professional Realtors and/or Brokers to assist in marketing and selling these properties. This solicitation is competitive, designed to enable the OHUI to select the best offer from the realtor/broker best suited to market and sell the property. Selection will be made by the OHUI staff, and OHUI reserves the right to reject any or all proposals not deemed acceptable. Selection will be primarily based on the qualifications of the Realtor/Broker to perform the services outlined below. At the discretion of the OHUI, contracts may be awarded to one Realtor or several Realtors/Brokers based on qualifications.

1. Scope Of Services

A. Role of Realtor/Broker

The realtor/broker should have considerable experience in marketing vacant residential property. Responsibilities are as follows and should not be considered as all inclusive.

- I. List the property for sale not to exceed the appraised value. The City will conduct an
- II. appraisal to determine the initial sales price.
- III. Review the sales price against comparable properties in the area.
- IV. Provide a projected timeline for sales of each property.
- V. Develop a marketing plan for the sale of the property.
- VI. Actively market acquired properties based upon the appraised value of the property.

- VII. Advertise the property for sale.
- VIII. Receive offers to purchase property and submit offers with a recommendation to the OHUI staff with recommendation for acceptance or refusal.
- IX. Ensure that all acquisition activities are performed in accordance with all applicable regulations and laws.
- X. Upon acceptance of offer, facilitate acquisition through closing.
- XI. Refer prospective purchasers to NSP down payment and closing cost assistance program and other resources.
- XII. Facilitate sale of NSP property. Activities include but are not limited to:
 - Marketing
 - Showing property to prospective homebuyers
 - Negotiate terms and conditions of sale of property
 - Liaison between the City of Pompano Beach and homebuyer and homebuyer's real estate broker/agent
 - Ensure that negotiated sale successfully closes
 - Represent the City of Pompano Beach interest prior to and through closing
 - After each transaction closes, provide information on results of purchase/sale to the City.
- XIII. Maintain files sufficient to document compliance with program policies and HUD regulations, and provide reports and make files available to staff or HUD representatives upon request. Ensure that the City has all original file content.
- XIV. Provide monthly reports to the City of Pompano Beach, Office of Housing and Urban Improvement detailing the status of prospect properties and properties in some stage of acquisition. Provide OHUI with a monthly status report listing including:
 - a. Date and listing of when the property was advertised.
 - b. Copy of listing.
 - c. Summary of contacts made, either in response to specific inquires or realtor initiated.
 - d. Impression as to progress of marketing effort.
 - e. Suggestions, if any, as to how to change or improve the marketing plan.

Items I-III must be submitted to the OHUI within 1 week of notification of the availability of any given property. The OHUI will notify the realtor of the listing price within 1 week of the submission of the marketing plan. Property will be on the market within two (2) weeks of notification of availability of the property.

B. Time of Completion

The City of Pompano Beach Office of Housing and Urban Improvement must have secured commitments to perform the described services for up to 24 properties.

C. Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a contract period up to 24 months, with the possibility of an extension. The contract will be made on the basis

of a proposal for up to 24 properties. Additional properties will be awarded at the established unit price.

D. Background

Under the Recovery Act, Congress established the Neighborhood Stabilization Program (NSP) to stabilize neighborhoods whose viability is negatively affected by properties that have been foreclosed upon and abandoned. NSP provides grants to states, local governments, nonprofits and a consortium of public and or private nonprofit entities on a competitive basis.

E. Federal Regulations

Award recipients implementing the CITY NSP Program must follow the program rules and regulations. For information on the NSP Program go to:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs/neighborhoodspg

F. Additional Requirements

This project will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies, state agencies, and any other local regulations and standards (i.e. local ordinance and building codes) that may apply.

G. Prime Contractor Responsibilities

The selected consultant will be required to assume responsibility for all services offered in his/her proposal, regardless of who produces them. Furthermore, the City will consider the selected consultant to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

H. Contract Payment Schedule

The successful Realtor/Broker will submit monthly invoices to the City of Pompano Beach Florida to the attention of the Director, or designee. Payment for contract services entered into as a result of this RFP will be made within thirty (30) days of receipt of an invoice.

I. Rejection of Proposals

The City reserves the right to reject all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City. The City reserves the right to reject any or all proposals submitted.

J. Incurring Costs

The City is not liable for any pre-contractual costs incurred by consultants prior to issuance of a contract. Pre-contractual costs are defined as expenses incurred by the

Realtor/Broker in: (a) preparing the proposal in response to this RFP; (b) submitting that proposal to the City; (c) negotiating with the City in any manner related to this proposal; or (d) any other expenses incurred by Realtor/Broker prior to date of award, if any, of the contract. Realtor/Broker shall not include any such expenses as part of the bid in response to this RFP.

Any proposal may be withdrawn or modified prior to acceptance.

K. Administrative Guidance

This RFP is designed to provide interested respondents with basic information needed to submit a proposal that will meet the minimum requirements. It is not intended to limit a proposal's content or exclude any relevant or essential data. Respondents are encouraged to expand upon the minimum requirements of the RFP. The OHUI may award a contract based on the proposals received without further discussion of such proposals.

L. Questions

Questions regarding this RFP should be submitted in writing via email to purchasing@copbfl.com

2. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

3. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

4. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound and Eight (8) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

City of Pompano Beach Office of Housing and Urban Improvement reserves the right to seek additional information to clarify responses to this RFP. Each response must include the following:

A. Letter of Interest

Please submit a Cover Letter of Interest signed by a duly authorized officer or representative of the Respondent, not to exceed two pages in length. The Letter of Interest must also include the following information:

The principal place of business and the contact person, title, telephone/fax numbers and email address.

A brief summary of the qualifications of the Respondent and team.

Description of organization (i.e. Corporation, Limited Liability Company, or Joint Venture).

- The names and business addresses of all Principals of the Respondent. For purposes of this RFP “Principals” shall mean persons possessing an ownership interest in the Respondent.
- If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the Respondent.
- If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the Respondent.

B. Threshold Requirements

These documents must be submitted and acceptable before City of Pompano Beach Office of Housing and Urban Improvement will review the Experience and Capacity proposal:

1. Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Florida Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
2. Evidence of Insurance: Commercial General Liability with limits not less than required by the City. Refer to Item #7 of the RFP for insurance requirements.
3. Evidence of compliance with required State or local licensing requirements.
4. Evidence of Financial Stability: All Respondents shall include their most recent financial statements with the proposal response. This information will assist and City of Pompano Beach Office of Housing and Urban Improvement in determining the Respondent’s financial condition. City of Pompano Beach Office of Housing and Urban Improvement is seeking this information to ensure that the proposer’s have the financial stability and wherewithal to assure good faith performance.
5. Three (3) references of related projects, including date of project, contact person and phone number, and a brief description of the project.
6. Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the City of Pompano Beach Office of Housing and Urban Improvement. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.

C. Main Proposal

Please provide the following information:

1. Years of experience and detailed qualifications in performing the range of maintenance services on various property types, including team’s resumes. Please provide the number of full-time and part-time

employees. Past projects will be reviewed to determine if the respondent has successfully completed projects similar in nature and scope. Respondents should provide narrative examples of three (3) projects that are similar in nature to projects described in the RFQ.

2. If you engage independent contractors, how many do you intend to hire? Please provide the areas that will be subcontracted (i.e. plumbing, electrical, mowing, landscaping, carpentry, general labor, etc.). Do you intend to cover them with worker's compensation? (All independent contractors will be required to have worker's compensation coverage, which will be the responsibility of the respondent)
3. Capacity to perform the described marketing services within a short period of time. Please provide the number of properties your company has sold in the past year.
4. It is proposed that, if a contract is entered into as a result of this RFP, it will be a time and materials contract based on a **fixed price**. Negotiations may be undertaken with those consultants whose proposals, as to price and other factors, as determined by the City, show them to be qualified, responsible and capable of performing the work. The contract that may be entered into will be one most advantageous to the price and other factors considered. The City reserves the right to consider proposals or modifications thereof received at any time before award is made, if such action is in the best interest of the City. The determined price of contract shall be adhered to and at no time will the contractor be allowed to bill for work not agreed upon.
5. Respondents should state whether they are an MBE/WBE or Section 3 business enterprise. If so, please provide a copy of a current MBE/WBE certification letter and complete a Section 3 business enterprise certificate. For information on Section 3, go to:

http://pompanobeachfl.gov/pages/department_directory/housing_and_urban_improvement/programs/section_3/section_3.html.php

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of

service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

5. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

| Type of Insurance | | each occurrence | aggregate |
|--|-------------------------|--------------------|-----------|
| GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE | | | |
| * Policy to be written on a claims incurred basis | | | |
| XX | comprehensive form | | |
| XX | premises - operations | bodily injury | |
| — | explosion & collapse | | |
| | hazard | property damage | |
| — | underground hazard | | |
| — | products/completed | | |
| | operations hazard | bodily injury and | |
| XX | contractual insurance | property damage | |
| XX | broad form property | combined | |
| | damage | | |
| XX | independent contractors | | |
| XX | personal injury | personal injury | |

AUTOMOBILE LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE

| | | | |
|----|--------------------|-------------------|--|
| | | bodily injury | |
| | | (each person) | |
| | | bodily injury | |
| XX | comprehensive form | (each accident) | |
| XX | owned | property damage | |
| XX | hired | bodily injury and | |
| XX | non-owned | property damage | |
| | | combined | |

REAL & PERSONAL PROPERTY

— comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

| | | | | |
|----|---|-------------------|--------------|--------------|
| — | umbrella form | bodily injury and | | |
| | other than umbrella | property damage | | |
| | | combined | \$2,000,000. | \$2,000,000. |
| XX | PROFESSIONAL LIABILITY | | \$1,000,000. | \$1,000,000. |
| | * Policy to be written on a claims made basis | | | |

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

6. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Selection Committee comprised of City of Pompano Beach Office of Housing and Urban Improvement. Staff will review qualifications in accordance with the evaluation criteria set forth herein and NSP objectives and policies. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price. Instead, contract shall be awarded to vendor whose proposal received the most points in accordance with criteria set forth in RFP.

Proposals will be evaluated using the following criteria.

| | <u>Criteria</u> | <u>Point Range</u> |
|-----|---|---------------------------|
| 1. | Demonstrated ability to market property of this type | 0-10 |
| 2. | Demonstrated ability to market to the target population | 0-10 |
| 3. | Demonstrated ability to utilize standard real estate practices | 0-10 |
| 4. | Demonstrated ability to use creative marketing | 0-10 |
| 5. | Compensation being requested | 0-10 |
| 6. | Personal skills and expertise of respondent's personnel | 0-10 |
| 7. | Demonstrated experience with federal, State and local affordable Housing programs | 0-10 |
| 8. | Demonstrated experience working with NSP properties | 0-10 |
| 9. | Section 3 business concern | 0-10 |
| 10. | Minority and or women owned business enterprise | 0-5 |
| 11. | Vicinity hiring plan | 0-5 |
| | Total | 0-100 |

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, 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 submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

7. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

8. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

9. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

10. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

11. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

12. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

13. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

14. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

15. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

16. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

17. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

18. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

19. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

20. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

21. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

22. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this RFP submittal to City of Pompano Beach Office of Housing and Urban Improvement is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

(Name of Respondent)

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

(Date)

RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP

A complete proposal shall be submitted containing the following items:

1. Cover Letter – A cover letter summarizing the offer being proposed to OHUI and the realtor's commitment to the program.
2. Name and contact information (including contact person and email address) of the organization submitting the proposal.
3. Specific Details of Proposed Services and qualifications
 - a. Proposed commission rate.
 - b. A list of the multiple listing publications in which the property will be listed.
 - c. A detailed description of experience marketing vacant residential property.
 - d. A statement of qualifications including experience with any federal or state housing program including HOME, CDBG, SHIP or NSP to low-to moderate income home buyers.
 - e. A list of at least three references for the sale of comparable properties sold.
 - f. Description of marketing program including affirmative action marketing strategies.
 - g. Provide an indication of your compliance with Section 3 of the Housing and Urban development Act of 1968 (12 U.S.C. 1701u). Complete Section 3 forms.
 - h. Complete form regarding providing information whether the business is minority owned business enterprise/women owned business enterprise.
 - i. A statement spelling out the relations between the realtor and any parent company or subsidiary that might also be involved in marketing the property.
 - j. Names and background of any persons, firms, or organizations proposed by the realtor to be involved in the marketing of the property.
4. Completion of a conflict of interest disclosure form.
5. Any additional information the respondent feels will strengthen the proposal

APPENDIX A: CONFLICT OF INTEREST STATEMENT

Respondent Company Name:

Conflict of Interest Statement

The owner(s), corporate members or employees of _____, shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation with the City of Pompano Beach Office of Housing and Urban Improvement. Each individual shall disclose to the City of Pompano Beach Office of Housing and Urban Improvement any personal interest or direct relationship which he or she may have and shall refrain from participation in any decision making in related manners.

Any owner, corporate member or employee of _____ who is an officer, board member, a committee member or staff member of a related organization shall identify his or her affiliation with such agency or agencies; further, in connection with any policy committee or board action specifically associated with City of Pompano Beach Office of Housing and Urban Improvement, he/she shall not participate in the decision affecting that entity and the decision must be made and/or ratified by the full board.

At this time, I am a Board member, a committee member, or an employee of the following organizations/companies:

Now this is to certify that I, except as described below, am not now nor at any time during the past year have been:

- 1) A participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party; doing business with the City of Pompano Beach Office of Housing and Urban Improvement which has resulted or could result in person benefit to me.
- 2) A recipient, directly or indirectly, of any salary payments or loans or gifts of any kind or any free service or discounts or other fees from or on behalf of any person or organization engaged in any transaction with the [City of Pompano Beach Office of Housing and Urban Improvement.

Any exceptions to 1 or 2 above are stated below with a full description of the transactions and of the interest, whether direct or indirect, which I have (or have had during the past year) in the persons or organizations having transactions with the City of Pompano Beach Office of Housing and Urban Improvement.

Date: _____

Signature: _____

Printed Name: _____

PROPOSAL SIGNATURE PAGE
RFP T-38-14, NEIGHBORHOOD STABILIZATION PROGRAM
REAL ESTATE BROKERAGE SERVICES

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____