

# Request for Qualification

NUMBER  
RFQ 16-GS-003



**City of Edgewater**

**Professional Real Estate Services**

*Patricia Drost*  
*Purchasing Specialist*

## LEGAL NOTICE

Notice is hereby given that the City of Edgewater is accepting Sealed Qualifications to provide a **PROFESSIONAL REAL ESTATE SERVICES**. Qualifications will be received until **3:00 p.m., on March 23, 2016** by the City Clerk's Office, City Hall, 104 N. Riverside Drive, Edgewater, Florida 32132.

### **RFQ# 16-GS-003 "PROFESSIONAL REAL ESTATE SERVICES"**

Services to be provided shall include, but not be limited to the following:

In accordance with the "Consultants Competitive Negotiation Act" (F.S. 287.055), The City of Edgewater has issued this Request for Qualification (hereinafter, "RFQ") with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide PROFESSIONAL REAL ESTATE SERVICES in accordance with the specifications stated and/or attached herein/hereto.

A pre-bid conference is not applicable for this solicitation.

A  non-mandatory  mandatory pre-bid conference will be held on \_\_\_\_\_, 2016, commencing promptly at \_\_\_\_\_ a.m., and will be held in the Council Chambers, 104 N. Riverside Drive, Edgewater, Florida 32132.

If this pre-bid conference is denoted as "mandatory", prospective proposers must be present in order to submit a bid response.

One (1) original, one (1) copy and one (1) electronic copy on a usb flash drive, of the Qualification should be delivered to the City Clerk's Office, City of Edgewater, 104 North Riverside Drive, P.O. Box 100, Edgewater, Florida 32132-0100 in a sealed envelope plainly marked on the outside: **"PROFESSIONAL REAL ESTATE SERVICES", RFQ # 16-GS-003.**

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site: [www.demandstar.com](http://www.demandstar.com).

City of Edgewater does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Edgewater Finance website: [www.cityofedgewater.org](http://www.cityofedgewater.org), [www.demandstar.com](http://www.demandstar.com), and also posted in the Lobby of City Hall on February 17, 2016.

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## **1) Introduction/Overview**

### **A) Purpose/Objective**

In accordance with the 40 USC Title 1101-1104 (Brooks Act) and the “Consultants Competitive Negotiation Act” (F.S. 287.055), the City of Edgewater Finance Department (herein after, “City”) has issued this Request for Qualifications (hereinafter, “**RFQ**”) with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide PROFESSIONAL REAL ESTATE SERVICES in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the “Contractor”.

It is anticipated that multiple firms will be awarded a basic agreement to provide the necessary services for an initial period of three (3) years. At the option of the parties, this Agreement may be renewed for three (3) additional one (1) year terms.

Authorization for performance of services by the selected firm(s) under the basic agreements shall be in the form of written task assignments signed by the firm, executed and issued by the City. Each project shall be negotiated at the time of the development of the scope of work. Each task assignment shall describe the services required, state the commencement and completion date of work and establish the amount and method of payment. The task assignment will be issued under, and incorporate the terms of a work order or any other similar arrangement agreed upon by the City and the consulting firm. The City makes no covenant or promise as to the number of available projects or that the firm will perform any project for the City during the life of the basic agreement.

As is more fully explained in Section “6L” of this **RFQ**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFQ**. The City will not use any other factors or criteria in the evaluation of the bids received.

### **B) Background**

The City serves an area of 22.44 square miles with a population of approximately 20,750. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Edgewater’s Comprehensive Annual Financial Report for fiscal year 2013-2014 and in the City’s Annual Budget for fiscal year 2015-2016. Copies of these documents may be viewed on [www.cityofedgewater.org](http://www.cityofedgewater.org). The City of Edgewater is exempt from any and all state, local and federal taxes.

### **C) Inquiries**

Direct questions related to this **RFQ** to Pat Drosten, Purchasing Specialist, and submit such questions in writing to [pdrosten@cityofedgewater.org](mailto:pdrosten@cityofedgewater.org). Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from [pdrosten@cityofedgewater.org](mailto:pdrosten@cityofedgewater.org). All questions asked, along with the answers

rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website ([www.cityofedgewater.org](http://www.cityofedgewater.org)) and on DemandStar ([www.demandstar.com](http://www.demandstar.com)).

**D) Method of Source Selection**

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2015-R-27 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the **RFQ**. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline, and has provided the information required to be submitted with the Qualification. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Qualification without evaluation, such substandard submissions may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and/or desired elements of this **RFQ** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

**E) Pre-Bid Conference**

A pre-bid conference is not applicable for this solicitation.

**F) Projected Timetable**

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFQ** process.

Event	Date
Issue <b>RFQ</b> Notice	February 17, 2016
Last Date for Receipt of Written Questions	March 7, 2016                      2:00 pm
Addendum Issued (If Applicable)	March 15, 2016
Qualification Opening Date	March 23, 2016                      3:00 pm
Evaluation Committee	April 6, 2016                         2:00 pm
Firm Presentations (if applicable)	April 13, 2016
Notice of Recommendation	April 15, 2016
City Council Hearing Date	May 2, 2016

**2) General Description of Specifications or Scope of Work**

The City of Edgewater is now accepting Qualifications from interested companies to render Professional Real Estate Services. It is anticipated that multiple firms will be awarded a basic agreement to provide the necessary services for an initial period of three (3) years. At the option of the parties, this Agreement may be renewed for three (3) additional one (1) year terms.

Authorization for performance of services by the selected firm(s) under the basic agreements shall be in the form of written task assignments signed by the firm, executed and issued by the City. Each project shall be negotiated at the time of the development of the scope of work. Each task assignment shall describe the services required, state the commencement and completion date of work and establish the amount and method of payment. The task assignment will be issued under, and incorporate the terms of a work order or any other similar arrangement agreed upon by the City and the consulting firm. The City makes no covenant or promise as to the number of available projects or that the firm will perform any project for the City during the life of the basic agreement.

The basic agreement does not authorize the performance of any work or require the City to place orders for work. Expiration of the term of the basic agreement will have no effect upon task assignments issued pursuant to the basic agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment.

The scope of work to be performed under the Contract includes, but is not limited to:

- Negotiate the purchase/sale/lease of all parcels assigned to the Contractor by the City.
- Obtain executed purchase agreements in accordance to the form and content as directed by the City.
- Advise the City, and its staff in matters regarding the purchase, offers, claims, counteroffers, discussions, and issues pertaining to the purchase/sale/lease of the assigned property(ies).
- Attend closings scheduled on purchases/sales by the City, at the request of the City.
- Attend meetings and/or public hearings with City staff, their agents, City officials, property owners, and other parties involved in the project, at either the request of the City or as part of the Contractor's work effort.
- Assist the City with efforts of obtaining plans, right-of-way maps, title searches, title commitments, owner's title policies, appraisals, acquisition and/or eminent domain use in a project.
- Provide other real property services requested by the City to plan, implement, negotiate, purchase, sell, lease and acquire the property assigned by the City.
- Maintain professional courtesy in all contacts with property owners.
- Provide the City with the original and/or a copy of all documents produced by the Contractor as a result of the work assigned, if requested

#### **A) Contractor's Responsibilities/Requirements**

It shall be understood and agreed that a firm submitting a Qualification shall meet the following responsibilities/requirements:

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are

equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

## **B) City's Responsibilities**

City responsibilities include:

The City shall provide a written task assignment describing the services required for each project.

## **3) City's Right to Inspect**

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

## **4) Terms and Conditions of Contract**

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **RFQ** with your submittal.

A contract/agreement resulting from this **RFQ** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFQ**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Council.

The term of this agreement is for one (1) year from the date of award with four (4), one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFQ documents. The City retains the sole right to determine whether the renewal option shall be granted.

## **5) General Terms and Conditions**

### **A) Licenses**

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 424-2400.

## **B) Principals/Collusion**

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

## **C) Taxes**

The City is exempt from Federal Excise and State of Florida Sales Tax.

## **D) Relation of City**

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

## **E) Term Contracts**

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

## **F) Termination**

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

## **G) Liability**

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

## **H) Assignment**

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, PROFESSIONAL REAL ESTATE SERVICES or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

## **I) Lobbying**

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Qualification announcement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

#### **J) Single Bid**

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFQ**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFQ**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFQ** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

#### **K) Protest Procedures**

Any appeal or protest to the Request for Bid shall be governed by the City of Edgewater's Purchasing Policies and Procedures.

#### **L) Public Entity Crime**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

#### **M) Conflict of Interest**

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFQ** document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

#### **N) Prohibition of Gifts to City Employees**

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision

may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFQ**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

### **O) Immigration Reform and Control Act**

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

### **P) Billing Instructions – Awarded Professional Consultants**

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Edgewater, PO Box 100, Edgewater, FL 32132. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

### **6) Instructions for Bid**

#### **A) Compliance with the RFQ**

Bids must be in strict compliance with this **RFQ**. Failure to comply with all provisions of the **RFQ** may result in disqualification.

#### **B) Acknowledgment of Insurance Requirements**

By signing the Insurance Requirements included in this **RFQ**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

### C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

Not Applicable

Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Edgewater on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Evaluation Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

## D) Delivery of Bids

All bids are to be delivered before 3:00 p.m., local time, on or before March 23, 2016 to:

City of Edgewater  
City Clerk  
104 N. Riverside Dr.  
Edgewater, Florida 32132

The City shall not bear the responsibility for bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition:

The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit three (3) total copies of the Qualification, one (1) original, one (1) copy, and one (1) electronic copy in PDF format, on an USB flash drive.

List the Qualification Number on the outside of the box or envelope and note "Request for Qualification enclosed."

## E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Qualifications submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.
2. Request for Qualifications (**RFQ**) issued.
3. Subsequent to the closing of Qualifications, the Purchasing Specialist shall review the Qualifications received and verify whether each Qualification appears to be minimally responsive to the requirements of the published **RFQ**. In instances where both the Purchasing Specialist and Project Manager be appointed to the committee as voting members, such meetings shall be open to the public and the Purchasing Specialist shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.
4. The committee members shall review each Qualification individually and score each Qualification based on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post

prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Qualification to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFQ** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Qualification by the City or a submission of a Qualification to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification does not guarantee issuance of any other governmental approvals.

#### **F) Ambiguity, Conflict, or Other Errors in the RFQ**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ**, Proposer shall immediately notify the Accounting Technician, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Specialist will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFQ** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ** prior to submitting the Qualification or it shall be waived.

#### **G) Qualification, Presentation, and Protest Costs**

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Qualification in response to this **RFQ**, nor for the presentation of its Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

#### **H) Acceptance or Rejection of Qualifications**

The right is reserved by the City to waive any irregularities in any Qualification, to reject any or all Qualifications, to re-solicit for Qualifications, if desired, and upon recommendation and justification by the City to accept the Qualification which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Qualification which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter

into the City contract, the City reserves the right to accept the Qualification of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

#### **I) Requests for Clarification of Qualifications**

Requests by the Purchasing Specialist to a proposer(s) for clarification of Qualification(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Qualification.

#### **J) Validity of Qualifications**

No Qualification can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Qualifications.

All Qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

#### **K) Response Format**

The Qualification shall be deemed an offer to provide services to the City. In submitting a Qualification, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Qualifications, all Qualifications must conform to the guidelines set forth in this **RFQ**. Any portions of the Qualification that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Qualification. However, any Qualification that contains such variances may be considered non-responsive.

Qualifications should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFQ**. All copies of the Qualification should be bound and tabbed. The utilization of recycled paper for Qualification submission is strongly encouraged.

The items listed below shall be submitted with each Qualification and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Qualification.

#### **1) Tab I, Management Summary**

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Qualification is Proposer's certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

## **2) Tab II, Experience and Capacity**

The qualification should state the size of the firm, years of experience, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff available for this contract.

The firm should identify the individuals who will provide the services, including resume and experience in similar work.

## **3) Tab III, Customer Listing**

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFQ.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your qualification.

## **4) Tab IV, Acceptance of Conditions**

Indicate any exceptions to the general terms and conditions of the RFQ, and to insurance requirements or any other requirements listed in the RFQ. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

## **5) Tab V, Documents**

- Professional Certifications/Licenses
- Affiliations and/or memberships

## **6) Tab VI, Required Forms**

- Standard Professional Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9

**L) Qualification Evaluation Committee and Evaluation Factors**

A team of City Employees will evaluate and rank each submittal based on required information provided. Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this Request for Qualifications. The City will be seeking to identify the submittal(s) which will best meet the needs of the City of Edgewater as determined from the responses to this Request for Qualifications.

A selected group of proposers *may* be required to make an oral presentation to the Evaluation Committee. Such presentation will provide an opportunity for the proposers to clarify the information provided in their RFQ. Oral presentations, if any, will be considered in conjunction with submitted data by the Evaluation Committee. The Evaluation Committee will present its recommendation to the City Council, which has the authority to make the final determination and award contracts.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	<b>Maximum Points</b>
<b>Work History</b> <ul style="list-style-type: none"> <li>• References and past performance related to providing quality service (15 points)</li> <li>• Related work experience (15 points)</li> </ul>	<b>30</b>
<b>Staffing and Equipment</b> <ul style="list-style-type: none"> <li>• Ability and capacity of proposer to perform and comply with required services.</li> </ul>	<b>20</b>
<b>Administrative and Staff Experience</b> <ul style="list-style-type: none"> <li>• Educational background and training of key personnel that are related to required services</li> </ul>	<b>20</b>
<b>Location*</b> <ul style="list-style-type: none"> <li>• Proximity of the Respondent’s office to City Hall (15 Points); and</li> <li>• Familiarity with City Real Estate (15 points)</li> </ul>	<b>30</b>
<b>Total Points</b>	<b>100</b>

\*For clarification regarding the grading of “Location” the following scale will be used:  
 Primary Office located:  
 Within City of Edgewater limits – 15 points  
 Outside of City limits but within South East Volusia County – 10 points  
 Outside of SE Volusia County – 5 points

**Formal Oral Presentations/Interviews (If Requested) maximum 10 points**

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Edgewater, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), **both in individual scoring and in final ranking**, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City’s option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

## **7) Contract / Agreement and All Required Forms**

Required forms:

- Standard Professional Consulting Services Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

**PROPOSER CHECK LIST**

**I M P O R T A N T**: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- The standard contract/ agreement has been signed and included.
- All applicable forms have been signed and included
- All information as requested in the Proposer’s Qualification Form is included.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

CITY CLERK  
City of Edgewater  
104 N. Riverside Dr.  
Edgewater, Florida 32132

- The **mailing envelope must be sealed and marked** with Qualification Number “**RFQ 16-GS-003**”, Qualification Title “**PROFESSIONAL REAL ESTATE SERVICES**” and Due Date “**March 23, 2016 @ 3:00 pm**”.
- The Qualification will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

**ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT  
PROFESSIONAL REAL ESTATE SERVICES  
Request for Qualification (RFQ) #16-GS-003**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_, 2016, by and between \_\_\_\_\_, duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called “CONSULTANT” and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called “CITY”.

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #16-GS-003), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties’ Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be for an initial period of three (3) years from the date of award. At the option of the parties, this Agreement may be renewed for three (3) additional one (1) year terms. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFQ documents. The City retains the sole right to determine whether the renewal option shall be granted.

**SECTION 3. COMPENSATION.** For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT’s estimate of the portion of the total Services actually completed at the time of billing.

**SECTION 4. REIMBURSABLE EXPENSES.** “Reimbursable Expenses” means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City’s Purchasing Policy.

**SECTION 5. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For City:**  
Robin L. Matusick, City Clerk/Paralegal  
City of Edgewater  
104 N. Riverside Drive  
Edgewater, FL 32132  
(386)424-2400 #1203

**For Contractor:**  
\_\_\_\_\_, \_\_\_\_\_ (Name, Title)  
\_\_\_\_\_. (Company)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)  
\_\_\_\_\_ (Phone)

**SECTION 6. RIGHTS AT LAW RETAINED.** The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

**SECTION 8. MODIFICATIONS TO AGREEMENT.** This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

**SECTION 9. SEVERABILITY.** If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

**SECTION 10. WAIVER OF JURY TRIAL.** THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

**SECTION 11. NON-WAIVER.** No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF EDGEWATER

\_\_\_\_\_  
Tracey T. Barlow, City Manager

\_\_\_\_\_  
Robin L. Matusick, City Clerk/Paralegal  
Dated: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRMS

By: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

- Attachments: A. RFQ #16-GS-003  
B. Firm Response to RFQ  
C. Scope of Service

Approved by the City Council of the City of Edgewater at a meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 under Agenda Item No. \_\_\_\_\_.

**CONFLICT OF INTEREST AFFIDAVIT**

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

State of \_\_\_\_\_)  
City of \_\_\_\_\_)

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ for the Firm, OR who produced the following identification:\_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

**PROPOSERS QUALIFICATION FORM**

**LIST MAJOR WORK PRESENTLY UNDER CONTRACT:**

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OTHER INFORMATION ABOUT PROJECTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you, at any time, failed to complete a project?  Yes  No

**STATEMENT OF LITIGATION:**

Are there any judgments, claims or suits pending or outstanding by or against you?  
 Yes  No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

\_\_\_\_\_  
\_\_\_\_\_

**FEES:**

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ \_\_\_\_\_ **Total Fees for work done on all City projects**

**REFERENCES:**

Bank(s) Maintaining Account(s): \_\_\_\_\_

Surety/Underwriter: (if required) \_\_\_\_\_

Other References: (Use additional sheets if necessary)

**TYPE OF FIRM:**

Corporation/Years in Business: \_\_\_\_\_. If firm is a corporation, please list state in which it is incorporated: \_\_\_\_\_. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: \_\_\_\_\_

Sole Proprietorship/Years in Business: \_\_\_\_\_

Other: Please list: \_\_\_\_\_

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

**DECLARATION STATEMENT**

City of Edgewater  
104 N. Riverside Dr.  
Edgewater, FL 32132

**RE: RFQ NO. 16-GS-003 - “PROFESSIONAL REAL ESTATE SERVICES for City of Edgewater”**

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ 16-GS-003**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the City of \_\_\_\_\_, in the State of \_\_\_\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

## INSURANCE REQUIREMENTS

### INSURANCE TYPE

### REQUIRED LIMITS

=====

- 1. Worker's Compensation
 
 Statutory Limits of Florida  
 Statutes, Chapter 440 and all  
 Federal Government Statutory Limits and  
 Requirements.
- 2. Commercial General Liability  
 (Occurrence Form) patterned  
 after the current I.S.O form  
 with no limiting endorsements.
 
Bodily Injury & Property Damage  
  
**\$1,000,000** single limit per  
 occurrence
- 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Edgewater, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Edgewater.

- 4. Automobile Liability
 
**\$ 500,000** Each Occurrence  
 Owned/Non-owned/Hired  
 Automobile Included
- 5. Other Insurance as indicated below:  
 Errors and Omissions or Professional  
 Malpractice Coverage
 
**\$ 1,000,000** Per Occurrence
- 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.
- 8. The City of Edgewater must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

**INSURANCE REQUIREMENTS**  
(Continued)

9. The City of Edgewater shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Edgewater  
Edgewater, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

11. The Certificate must state the **RFQ** Number and **PROFESSIONAL REAL ESTATE SERVICES**.

=====

**PROPOSER'S AND INSURANCE AGENT'S STATEMENT:**

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Insurance Agency

\_\_\_\_\_  
Signature of Proposer's Agent

**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

- YES
- NO

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

**NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

He/she is \_\_\_\_\_ of \_\_\_\_\_, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF EDGEWATER.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Title

My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGEMENTS**  
**RFQ #16-GS-003 Professional Real Estate Services**

**To: City of Edgewater  
104 N. Riverside Drive  
Edgewater, FL 32132**

---

**(Professional Consultant)**

agrees to provide **PROFESSIONAL REAL ESTATE SERVICES** as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Qualifier/Consultant has carefully examined the RFQ requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the **PROFESSIONAL REAL ESTATE SERVICES** called for by the RFQ documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Qualifications submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFQ.

Upon award of this RFQ, the City and Qualifier/Consultant each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFQ Documents.

The RFQ Document constitutes the entire agreement between City and Qualifier/Consultant and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Qualifier/Consultant, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Qualifier/Consultant shall guarantee **PROFESSIONAL REAL ESTATE SERVICES** within \_\_\_\_\_ calendar days from receipt of Purchase Order or Work Authorization/Notice to Proceed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ \

(Month) (Year)

**INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Taxpayer Identification Number (TIN): \_\_\_\_\_

**CORPORATION**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Taxpayer Identification Number (TIN/EIN): \_\_\_\_\_

State Under Which Corporation Was Chartered:

\_\_\_\_\_

Corporate President: \_\_\_\_\_  
(Print Name)

Corporate Secretary: \_\_\_\_\_  
(Print Name)

Corporate Treasurer: \_\_\_\_\_  
(Print Name)

**CORPORATE SEAL**

Attest By: \_\_\_\_\_  
Secretary

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: \_\_\_\_\_

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

Project Number: **RFQ 16-GS-003**

Date: \_\_\_\_\_

## REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
2. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
3. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
4. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_

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

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Edgewater

by \_\_\_\_\_

(Print Individual's Name and Title)

for \_\_\_\_\_

(Print Name of Entity Submitting Sworn Statement)

whose \_\_\_\_\_ business \_\_\_\_\_ is

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

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

\_\_\_\_\_  
(Signature)

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Personally known \_\_\_\_\_

\_\_\_\_\_  
(Notary)

OR produced identification \_\_\_\_\_

Notary Public State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

**VENDOR INFORMATION**

Vendor is:

- ( ) Corporation
- ( ) Partnership
- ( ) Sole Proprietorship
- ( ) Other \_\_\_\_\_(Explain)

Federal Employer Identification Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

If remittance address is different from the mailing address so indicate below.

Firm Name: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

Name & Title Printed: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cut and use this label for Qualification Package

CITY OF EDGEWATER  
CITY CLERK  
104 N. RIVERSIDE DRIVE  
EDGEWATER, FL 32132

RFP 16-GS-003

**PROFESSIONAL REAL ESTATE SERVICES**

RFQ DUE DATE/TIME:  
March 23, 2016 by 3:00 p.m.