FORT PIERCE REDEVELOPMENT AGENCY
CRA ADVISORY COMMITTEE

CRA Regular Meeting - Wednesday, October 21, 2015 - 2:00 p.m.
Fort Pierce Yacht Club, 700 North Indian River Drive, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF MINUTES**

   A. Approval of Minutes from the September 16, 2015 Regular Meeting.

4. **OLD BUSINESS**

   A. Presentation Interviews for RFP 2015-051, Realtor Services.

      1. Coldwell Bankers Paradise / Hoyt Murphy Realtors

      2. Kenneth A. Durham Realty, LLC

      3. Keller Williams Realty

   B. RFP No. 2015-046 Sale or Lease of Surplus Property - 505 North 7th Street

      1. Zion's Daughters of Distinction Ministries, Inc.

      2. Salvation Army of St. Lucie County Bid Received After Deadline

5. **NEW BUSINESS**

   A. Fort Pierce Redevelopment Agency Budget for FY 2015/2016

B. Kraaz & Kraaz Finance, LLC - Commercial Contract Offer for 500 Orange Avenue.

6. **PUBLIC COMMENT**

7. **STAFF COMMENTS**

A. CRA Advisory Committee Term Expirations (5)

8. COMMITTEE MEMBER COMMENTS

9. **ADJOURNMENT**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

CRA Advisory Committee
Meeting Date: 10/21/2015
Re: Approval of September 16, 2015, Regular Meeting Minutes

Information

SUBJECT

Approval of Minutes from the September 16, 2015 Regular Meeting.

Attachments

CRA Advisory Committee Meeting Minutes - Sept 16, 2015

CRA Committee Meeting
Meeting Minutes
Wednesday, September 16, 2015

Called to Order: Plythe Freedman, Chairman

Roll Call By: Ashley King, Secretary

Approval of Minutes

- For August meeting
- 1st – Pat Murphy; 2nd – Charlie Frank-Matthews

Old Business

Item 4a – City Commission Meeting Update - P. Freedman

- Board decided not to go into negotiation with any of the groups due to the actual appraisal value of the building
- Board wanted to have a community workshop series to discuss what the community wants in the Orange Avenue corridor
- Planning for workshops should begin at least in the next 90 days
- RFPs should be posted with a cost attached – Robin Delgado
    - Depends on what the business is doing for the community
    - If it is a for-profit business, then it will pay market rate
- Proposals need a time line

Item 4b – King Plant Property Update

- Last year of remedial work, then will start the work scope
- Excavation and replenishment will be done by min-2016
- Also designing a replacement with a pedestrian walk-way on one side of it

New Business

Item 5a – 505 N. 7th Street

- Zion Daughters of Distinction submitted a proposal
- Concern about a proposal submitted a couple minutes late
- Pat Murphy recused himself on this item and the next item due to personal involvement
- Salvation Army turned in proposal 2 minutes late due to location misunderstanding and would like to be reconsidered

- Already has county involvement and money to rehab the building
- In Section 2 pg 8 of proposal it says to be at the City by 3pm
- Committee has the ability to make a recommendation, but not the final decision
- Motion: "That we accept the proposal from the Salvation Army if there is verification that they were in the building by the appointed time." – C. Frank-Matthews
  - 2nd – Mike Brown
  - All in favor, no opposes
  - No vote from P. Murphy
    - Will be provided with a Voting Conflict form
- This is also an administrative issue, and will be analyzed a little closer administratively as well

Item 5b – Realtor Services Proposals

- 3 Proposals to choose from
  - Kenneth A. Durham, Hoyt C. Murphy, and Safe Harbor Realty
  - Ranking sheets will be provided to rank these proposals
  - Recommend that the realtor(s) that will be chosen participate in these upcoming planning meetings
  - 2 of realtors are based out of Fort Pierce, and 1 based out of Port St. Lucie
  - RFPs provided w/ package
  - Proposal representatives will present at the next meeting

Item 6 – Public Comments

- Has connections with Flag Ship Hotel Builders and will let them know of possible opportunities

Item 7 – Staff Comments

Item 8 – Committee Member Comments

- Has vested interest in the committee because of several businesses in the area. – Al Johnson

Meeting Adjourned

CRA Advisory Committee
Meeting Date: 10/21/2015
Re: Presentation Interviews for RFP 2015-051
Submitted For: Nick Mimms, Deputy City Manager, City Manager

Information

SUBJECT

Presentation Interviews for RFP 2015-051, Realtor Services.

Attachments

No file(s) attached.

CRA Advisory Committee

Meeting Date: 10/21/2015

Re: Presentation for RFP No. 2015-051 by Coldwell Bankers Paradise / Hoyt Murphy Realtors

Submitted For: Nick Mimms, Deputy City Manager, City Manager

Information

SUBJECT

Coldwell Bankers Paradise / Hoyt Murphy Realtors

Attachments

Letter from G. Carter Re - Bid Rejection

Presentation Interview RFP No. 2015-051 Coldwell Banker Paradise

Coldwell Bankers Paradise RFP No. 2015-051

CITY OF FORT PIERCE
Florida

PURCHASING DEPARTMENT
CITY HALL, 100 NORTH U.S. 1
P.O. BOX 1480
FORT PIERCE, FLORIDA 34954-1480

TEL.: (772) 467-3000
FAX: (772) 467-3848
www.cityoffortpierce.com

October 14, 2015

Coldwell Banker Paradise
411 North U.S. Highway 1
Fort Pierce, FL 34950
Attn: Hampton Jackson, Sales Associate

RE: Rejection of Proposal

Dear Mr. Jackson:

I regret to inform that your proposal, RFP No. 2015-051 ~ Realtor Services, has been rejected due to failure of adhering to the guidelines listed in the proposal document, Section 5.0 Proposal Submission Format. Purchasing Staff was notified by a member of the Evaluation Committee that your submission was missing, the "Cost of Service", after a certified letter was mailed inviting you to participate in the next phase, Presentation/Interview, on October 21, 2015 which now has been withdrawn. Your submission was reviewed by Purchasing Staff to authenticate the claim made by the committee member, and it has been determined that Section 5.7 – Cost of Service was not included with your submission.

If you have any questions please feel free to call me at (772) 467-3749, or email me at gcarter@city-ftpierce.com.

We appreciate your interest in doing business with the City of Fort Pierce and we certainly hope you will continue to have an interest in future projects.

Sincerely,
CITY OF FORT PIERCE

Gelencia Carter, MPA
Purchasing Manager

/gc

cc: Nick Mimms, Deputy City Manager
Tony Barnes, Director of Administrative Services
Angela Wilkinson, Executive Assistant
File

CITY OF FORT PIERCE
Florida

PURCHASING DEPARTMENT
CITY HALL, 100 NORTH U.S. 1
P.O. BOX 1480
FORT PIERCE, FLORIDA 34954-1480

TEL.: (772) 467-3000
FAX: (772) 467-3848
www.cityoffortpierce.com

October 1, 2015

Coldwell Banker Paradise
Hoyt Murphy Realtors
411 N U.S. Highway 1
Fort Pierce, FL 34950
Attn: Hampton Jackson, Sales Associate/Realtor

Certified Mail/Return Receipt
7015 0640 0004 9330 9522

RE: Realtor Services, RFP No. 2015-051

Dear Mr. Jackson:

The Community Redevelopment Agency Advisory Committee will conduct Presentation Interviews during their regular meeting on **Wednesday, October 21, 2015**, at 2:00 PM, Fort Pierce Yacht Club, 700 N. Indian River Drive in Fort Pierce. Listed below are times for your firm/organization presentations and interviews:

- 2:15 PM – 2:30 PM Coldwell Banker Paradise Hoyt Murphy Realtors , Fort Pierce, FL
- 2:35 PM - 2:50 PM Kenneth A Durham Realty LLC , Fort Pierce, FL
- 2:55 PM - 3:05 PM Keller Williams Realty, Port St. Lucie, FL

Please prepare to share with the committee your vision for the project listed in your proposal.

The rules for presentations are as follows:

1. Maximum ten (10) minute time limit for presentation.
2. Five (5) minute time limit for question/answer period.
3. You are to provide **ALL** technology needed for your presentation.
4. Committee reserves the right to record all presentations.
5. All presentations are open to the public.

Respectfully,

Georgia Montgomery, Purchasing, Specialist

/gm

cc: Nick Mimms, P.E., Deputy City Manager
Tony Barnes, CPPB, Director of Procurement
Angela Wilkinson, Executive Assistant

ACKNOWLEDGED BY:

Hampton Jackson, Sales Associate/Realtor

Date

COLDWELL BANKER
PARADISE
HOYT MURPHY REALTORS®

Hampton Jackson
Associate

Coldwell Banker Paradise
Hoyt Murphy Realtors
411 N U.S. Highway 1
Fort Pierce, FL 34950

Cell Phone: 772-494-8402
Direct Line: 772-409-1145
Fax: 772-460-2067

September 8, 2015

City of Fort Pierce
Procurement Department
100 North US Highway 1
Fort Pierce, FL 34950

Re: Request for Proposal #2015-051

To Whom It May Concern,

First I would like to introduce myself. My name is Hampton Jackson and I am a sales associate at Coldwell Banker Paradise Hoyt Murphy Realtors. We have been in business since 1949 in the City of Fort Pierce, 2nd generation and we have brokered over 2 billion dollars in sales. I will provide you with all of my expertise, delivering professional, high quality services, trained, skillful negotiation & transaction management along with personalized custom marketing services.

Our company employs a full and part-time marketing person as well as a full time social media company representative, as well as state of the art CRM (Customer Relationship Manager). We have 9 offices located on the Treasure Coast. With future expansion within planned, I can offer local newspaper advertising, just listed/just sold targeted marketing. We are also opened 7 days per week. Our standard real estate services include MLS, which covers from St. Lucie County to Miami/Dade County, also with cooperating members. For marketing of commercial properties we pay for premium placement in Loop-net & Co-Star.

Included in this proposal are more details of our companies marketing capabilities. I have also attached resumes for myself and Hoyt Murphy, Jr. who will be assisting on any large assignment. Our company has the expertise and capability of handling the marketing of any real estate for the City of Fort Pierce.

We have 9 offices located on the Treasure Coast. With future expansion within planned, I can offer local newspaper advertising, just listed/just sold targeted marketing. Our offices are also open 7 days per week.

Sincerely yours,

Hampton Jackson
Sales Associate/Realtor

©2011 Coldwell Banker Paradise. Each Office Is Independently Owned and Operated

DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480	**REVISED** **REQUEST FOR PROPOSALS and PROPOSER ACKNOWLEDGMENT**
Contact: Gelencia Carter, 772-467-3748	RFP No: 2015-051
Mandatory Pre-Bid Conference Date: N/A	RFP Title: REALTOR SERVICES
Mandatory Pre-Bid Location: N/A	RFP Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, MONDAY, SEPTEMBER 7, 2015	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: Coldwell Banker Paradise Mailing Address: 411 North US Highway# 1	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Fort Pierce,Fl, 34950	Typed or Printed Name: Hampton Jackson
Type of Entity (Circle One): Corporation (Partnership) Proprietorship	Title: Sales Associate
Incorporated in the State of: Fl Year: 1998	Delivery in N/A days, ARO
Phone Number: (772)494-8402	Payment Terms: Net 30 Days
Fax Number: (772)460-2067	FEIN or SS Number: 65-0881989
E-Mail Address: jacksonsestates@gmail.com	Local Business: X Y __N MWBE: __Y X N
Bid Security is attached, when required, in the amount of $ N/A F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

August 12, 2015

CITY OF FORT PIERCE

REALTOR SERVICES

BID NO. 2015-051

ADDENDUM NO. 1

The purpose of this addendum is to **advise vendors that a minor change was inadvertently overlooked in preparation of the proposal documents. Section III – Insurance Requirements, pages 10-13, was revised in accordance with the requirements of this project scope of work. A complete revised set of RFP No. 2015-051 documents have been uploaded to Onvia Demand Star and the City of Fort Pierce website for responding to the RFP.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Hampton Jackson
Typed or Printed

Company Name: Coldwell Banker Paradise

Address: 411 North US Highway# 1, Fort Pierce,Fl, 34950

Date: 09/04/2015

/gc

August 25, 2015

CITY OF FORT PIERCE

REALTOR SERVICES

RFP NO. 2015-051

ADDENDUM NO. 2

The purpose of this addendum is to extend the **Bid due date** from 3:00PM, Monday, September 7, 2015 to:

3:00 PM, THURSDAY, SEPTEMBER 10, 2015

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Hampton Jackson
Typed or Printed

Company Name: Coldwell Banker Paradise

Address: 411 North US Highway# 1, Fort Pierce,Fl, 34950

Date: 09/04/2015

/gm

PROPOSAL SUBMISSION FORM

THE FIRM OF: Coldwell Banker Paradise

Address: 411 North US Highway# 1, Fort Pierce,Fl, 34950

FEIN 65-0881989

Hereby agrees to provide the requested services as defined in Request for Proposal No. 2015-051 for the price as stated in the price proposal.

The following shall be returned with your proposal. Failure to do so may be cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addenda.

ITEM:	INCLUDED: (X)
1. References	X
2. Addenda, if any.	X
3. One (1) original and five (5) copies	X
4. Proposal Response Information	X
5. W-9 Form	X
6. Certificate of Insurance	X

Person to contact regarding this proposal: Hampton Jackson

Title: Sales Associate Phone: (772)494-8402 Fax: (772)460-2067

E-mail: hampton.jackson@coldwellbanker.com

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Coldwell Banker Paradise does:

(Name of Business)

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 Agreementual services that are proposed 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 Agreementual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

Proposer's Signature

09/04/2015

Date

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ed Schlitt LC

2 Business name/disregarded entity name, if different from above
Coldwell Banker Ed Schlitt Realtors

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1209 US Hwy 1

Requester's name and address (optional)

6 City, state, and ZIP code
Sebastian, FL 32958

7 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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
65 - 0881989

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2-26-15

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

PBI Group
23114 Expedition Drive
Ashburn, VA 20148

CONTACT NAME: Paul M Bondy
PHONE (A/C, No, Ext): 443.502.5645 FAX (A/C, No): 888.600.4130
E-MAIL ADDRESS: paulbondy@pbigroupsolutions.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Ed Schlitt, LLC, dba Coldwell Banker Ed Schlitt Realtors dba Coldwell Banker Paradise dba Coldwell Banker Paradise Hoyt Murphy Realtors dba Coldwell Banker Paradise Ed Schlitt Realtors; Indian River Referral Network, LLC; Schlitt Property Management, Inc. H C Murphy International Referral, Inc.
1209 U.S. Hwy. 1
Sebastian, FL 32958

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions Insurance	☐	☐	LHR 9262295 04 Retro Date: 9/1/1983	9/1/2015	9/1/2016	Occurrence Limit: $1,000,000 Aggregate Limit: $1,000,000 Deductible: $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Altisource Portfolio Solutions
1661 Worthington Road
Ste #100
West Palm Beach, FL 33409

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul M Bondy

Digitally signed by Paul M Bondy
DN: cn=Paul M Bondy, o=PBI Group, ou, email=paulbondy@pbigroupsolutions.com, c=US
Date: 2015.08.20 13:41:23 -04'00'

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2015

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PRODUCER

PBI Group
23114 Expedition Drive
Ashburn, VA 20148

CONTACT NAME: Paul M Bondy
PHONE (A/C, No, Ext): 443.502.5645 FAX (A/C, No): 888.600.4130
E-MAIL ADDRESS: paulbondy@pbigroupsolutions.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Ed Schlitt, LLC, dba Coldwell Banker Ed Schlitt Realtors dba Coldwell Banker Paradise dba Coldwell Banker Paradise Hoyt Murphy Realtors dba Coldwell Banker Paradise Ed Schlitt Realtors; Indian River Referral Network, LLC; Schlitt Property Management, Inc. H C Murphy International Referral, Inc.
1209 U.S. Hwy. 1
Sebastian, FL 32958

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions Insurance			LHR 9262295 04 Retro Date: 9/1/1983	9/1/2015	9/1/2016	Occurrence Limit: $1,000,000 Aggregate Limit: $1,000,000 Deductible: $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Nationwide REO Brokers, Inc.
25 Braintree Hill, Suite 401
Braintree, MA 02184

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul M Bondy

Digitally signed by Paul M Bondy
DN: cn=Paul M Bondy, o=PBI Group, ou, email=paulbondy@pbigroupsolutions.com, c=US
Date: 2015.08.20 13:42:01 -04'00'

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2015

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PRODUCER

PBI Group
23114 Expedition Drive
Ashburn, VA 20148

CONTACT NAME: Paul M Bondy
PHONE (A/C, No, Ext): 443.502.5645 FAX (A/C, No): 888.600.4130
E-MAIL ADDRESS: paulbondy@pbigroupsolutions.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Ed Schlitt, LLC, dba Coldwell Banker Ed Schlitt Realtors dba Coldwell Banker Paradise dba Coldwell Banker Paradise Hoyt Murphy Realtors dba Coldwell Banker Paradise Ed Schlitt Realtors; Indian River Referral Network, LLC; Schlitt Property Management, Inc. H C Murphy International Referral, Inc.
1209 U.S. Hwy. 1
Sebastian, FL 32958

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
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	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions Insurance			LHR 9262295 04 Retro Date: 9/1/1983	9/1/2015	9/1/2016	Occurrence Limit: $1,000,000 Aggregate Limit: $1,000,000 Deductible: $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Paul M Bondy

Digitally signed by Paul M Bondy
DN: cn=Paul M Bondy, o=PBI Group, ou, email=paulbondy@pbigroupsolutions.com, c=US
Date: 2015.08.20 13:40:47 -04'00'

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Ashburn, VA 20148

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INSURER A : Hanover Insurance Company	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Ed Schlitt, LLC, dba Coldwell Banker Ed Schlitt Realtors dba Coldwell Banker Paradise dba Coldwell Banker Paradise Hoyt Murphy Realtors dba Coldwell Banker Paradise Ed Schlitt Realtors; Indian River Referral Network, LLC; Schlitt Property Management, Inc. H C Murphy International Referral, Inc.
1209 U.S. Hwy. 1
Sebastian, FL 32958

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	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
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CERTIFICATE HOLDER

Fort Pierce Utilities Authority
206 S 6th Street
Fort Pierce, FL 34950

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Paul M Bondy

Digitally signed by Paul M Bondy
DN: cn=Paul M Bondy, o=PBI Group, ou, email=paulbondy@pbigroupsolutions.com, c=US
Date: 2015.08.20 13:40:16 -04'00'

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	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions Insurance			LHR 9262295 04 Retro Date: 9/1/1983	9/1/2015	9/1/2016	Occurrence Limit: $1,000,000 Aggregate Limit: $1,000,000 Deductible: $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Robert L Cochran Company Inc
P O Box 33307
Indialantic, FL 32903

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul M Bondy

Digitally signed by Paul M Bondy
DN: cn=Paul M Bondy, o=PBI Group, ou, email=paulbondy@pbigroupsolutions.com, c=US
Date: 2015.08.20 13:42:41 -04'00'

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PRODUCER

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23114 Expedition Drive
Ashburn, VA 20148

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PHONE (A/C, No, Ext): 443.502.5645 FAX (A/C, No): 888.600.4130
E-MAIL ADDRESS: paulbondy@pbigroupsolutions.com

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INSURER A : Hanover Insurance Company	22292
INSURER B :	
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INSURER F :	

INSURED

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	Errors & Omissions Insurance			LHR 9262295 04 Retro Date: 9/1/1983	9/1/2015	9/1/2016	Occurrence Limit: $1,000,000 Aggregate Limit: $1,000,000 Deductible: $5,000

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CERTIFICATE HOLDER

Altisource
P. O. Box 105460
Atlanta, Georgia 30348-5460

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Paul M Bondy

Digitally signed by Paul M Bondy
DN: cn=Paul M Bondy, o=PBI Group, ou, email=paulbondy@pbigroupsolutions.com, c=US
Date: 2015.08.20 13:43:30 -04'00'

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	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
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	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions Insurance	☑	☐	LHR 9262295 04 Retro Date: 9/1/1983	9/1/2015	9/1/2016	Occurrence Limit: $1,000,000 Aggregate Limit: $1,000,000 Deductible: $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds: The franchisor, Coldwell Banker Real Estate, LLC, and Realogy Holdings Corp., and their respective subsidiaries, successors and assigns, but only for Claims under this Policy that result from any act, error, omission or breach of duty in the rendering of Professional Real Estate Services by the Insured. Address is 175 Park Avenue, Madison, New Jersey 07940

CERTIFICATE HOLDER

Coldwell Banker Real Estate, LLC
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul M Bondy

Digitally signed by Paul M Bondy
DN: cn=Paul M Bondy, o=PBI Group, ou, email=paulbondy@pbigroupsolutions.com, c=US
Date: 2015.08.20 13:39:39 -04'00'

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Customer Notice of Privacy Policy and Producer Compensation Practices Disclosures

Privacy Policy Disclosure

Collection of Information

We collect personal information so that we may offer quality products and services. This information may include, but is not limited to, name, address, Social Security number, and consumer reports from consumer reporting agencies in connection with your application for insurance or any renewal of insurance. For example, we may access driving records, insurance scores or health information. Our information sources will differ depending on your state and/or the product or service we are providing to you. This information may be collected directly from you and/or from affiliated companies, non-affiliated third parties, consumer reporting agencies, medical providers and third parties such as the Medical Information Bureau.

We, and the third parties we partner with, may track some of the web pages you visit through cookies, pixel tagging or other technologies. We currently do not process or comply with any web browser's "do not track" signals or similar mechanisms that request us to take steps to disable online tracking. For additional information regarding online privacy, please see our online privacy statement, located at www.hanover.com.

Disclosure of Information

We may disclose non-public, personal information you provide, as required to conduct our business and as permitted or required by law. We may share information with our insurance company affiliates or with third parties that assist us in processing and servicing your account. We also may share your information with regulatory or law enforcement agencies, reinsurers and others, as permitted or required by law.

Our insurance companies may share information with their affiliates, but will not share information with non-affiliated third parties who would use the information to market products or services to you.

Our standards for disclosure apply to all of our current and former customers.

Safeguards to Protect Your Personal Information

We recognize the need to prevent unauthorized access to the information we collect, including information held in an electronic format on our computer systems. We maintain physical, electronic and procedural safeguards intended to protect the confidentiality and integrity of all non-public, personal information, including but not limited to social security numbers, driver's license numbers and other personally identifiable information.

Internal Access to Information

Access to personal, non-public information is limited to those people who need the information to provide our customers with products or services. These people are expected to protect this information from inappropriate access, disclosure and modification.

Consumer Reports

In some cases, we may obtain a consumer report in connection with an application for insurance. Depending on the type of policy, a consumer report may include information about you or your business, such as:

- character, general reputation, personal characteristics, mode of living;
- credit history, driving record (including records of any operators who will be insured under the policy); and/or
- an appraisal of your dwelling or place of business that may include photos and comments on its general condition.

Access to Information

Upon written request, we will inform you if we have ordered an investigative consumer report. You have the right to make a written request within a reasonable period for information concerning the nature and scope of the report and to be interviewed as part of its preparation. You may obtain a copy of the report from the reporting agency and, under certain circumstances, you may be entitled to a copy at no cost.

You also may review certain information we have about you or your business in our files. To review information we maintain in our files about you or your business, please write to us, providing your complete name, address and policy number(s), and indicating specifically what you would like to see. If you request actual copies of your file, there may be a nominal charge.

We will tell you to whom we have disclosed the information within the two years prior to your request. If there is not a record indicating that the information was provided to another party, we will tell you to whom such information is normally disclosed.

There is information that we cannot share with you. This may include information collected in order to evaluate a claim under an insurance policy, when the possibility of a lawsuit exists. It may also include medical information that we would have to forward to a licensed medical doctor of your choosing so that it may be properly explained.

Correction of Information

If after reviewing your file you believe information is incorrect, please write to the consumer reporting agency or to us, whichever is applicable, explaining your position. The information in question will be investigated. If appropriate, corrections will be made to your file and the parties to whom the incorrect information was disclosed, if any, will be notified. However, if the investigation substantiates the information in the file, you will be notified of the reasons why the file will not be changed. If you are not satisfied with the evaluation, you have the right to place a statement in the file explaining why you believe the information is incorrect. We also will send a copy of your statement to the parties, if any, to whom we previously disclosed the information and include it in any future disclosures.

Our Commitment to Privacy

In the insurance and financial services business, lasting relationships are built upon mutual respect and trust. With that in mind, we will periodically review and revise our privacy policy and procedures to ensure that we remain compliant with all state and federal requirements. If any provision of our privacy policy is found to be non-compliant, then that provision will be modified to reflect the appropriate state or federal requirement. If any modifications are made, all remaining provisions of this privacy policy will remain in effect. For more detailed information about our customer privacy policy (including any applicable state-specific policies) and our online privacy statement, visit our Web site, located at www.hanover.com.

Further Information

If you have questions about our customer privacy policy (including any applicable state-specific policies) or our online privacy statement, or if you would like to request information we have on file, please write to us at our Privacy Office, N435, The Hanover Insurance Group, Inc., 440 Lincoln Street, Worcester, MA 01653. Please provide your complete name, address and policy number(s). A copy of our Producer Compensation Disclosure is also available upon written request addressed to the attention of the Corporate Secretary, N435, The Hanover Insurance Group, 440 Lincoln Street, Worcester, MA 01653.

Producer Compensation Disclosure

Our products are sold through independent agents and brokers, often referred to as "Producers." We may pay Producers a fixed commission for placing and renewing business with our company. We may also pay additional commission and other forms of compensation and incentives to Producers who place and maintain their business with us. Details of our Producer compensation practices may be found at www.hanover.com.

This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. - Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of the Midwest - Citizens Insurance Company of Ohio - Citizens Management, Inc. - AIX Ins. Services of California, Inc.- Campania Insurance Agency Co. Inc. - Campmed Casualty & Indemnity Co. Inc. - Chaucer Syndicates Limited- Educators Insurance Agency, Inc.- Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company - The Hanover Insurance Company - The Hanover New Jersey Insurance Company - The Hanover National Insurance Company - Hanover Lloyd's Insurance Company - Massachusetts Bay Insurance Company - Opus Investment Management, Inc. - Professionals Direct Insurance Services, Inc. -Professional Underwriters Agency, Inc. - Verlan Fire Insurance Company - Nova Casualty Company - AIX Specialty Insurance Company.

The Hanover Insurance Group

Hanover Professionals
Advantage Portfolio

DECLARATIONS

THIS IS A CLAIMS-MADE POLICY. PLEASE READ THE POLICY CAREFULLY.

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

Policy Number	Coverage is provided by:	Agency	Agency Code
LHR 9262295 04	HANOVER INSURANCE COMPANY 440 LINCOLN STREET WORCESTER, MA 01653	PBI GROUP	3002772

Issue Date: 08/24/2015

Item 1. Named Insured and Address:

ED SCHLITT, LLC
1209 US HIGHWAY #1
SEBASTIAN, FL 32958

Item 2. Policy Period:

Inception Date: 09/01/2015
Expiration Date: 09/01/2016
12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 3. LIMIT OF LIABILITY
Limit of Liability

Item 4. DEDUCTIBLE:

a. $1,000,000 for each **Claim**; not to exceed
b. $1,000,000 for all **Claims** in the aggregate

$5,000 Each Claim

Item 5. RETROACTIVE DATE: 09/01/1983

Item 6. PROFESSIONAL SERVICES

Real Estate Agent/Broker and Property Manager Services as defined in the policy including incidental Residential Real Estate Appraisals and Residential Real Estate Auctioneer Services

Item 7. PREMIUM FOR THE POLICY PERIOD:

Total Coverage Premium: $25,262.00

Florida Ins. Guaranty Assoc. Regular Assessment: $0.00
Total Premium: $25,262.00

Item 8. NOTICE OF A CLAIM
Report any claim to the Company as required by Section **G. DUTIES IN THE EVENT OF CLAIM(S) OR POTENTIAL CLAIM(S)**:

The Hanover Insurance Company
P.O. Box 15145
Worcester, MA 01615

National Claims Telephone Number: 800-628-0250
Facsimile: 800-399-4734
Email: firstreport@hanover.com

Item 9. Forms attached at issue:

401-1268	(08-12)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
910-0001FL	(12-09)	Florida Miscellaneous Professional Liability Insurance Policy
910-0006	(11-12)	Notice to Florida Insureds
910-0010FL	(10-09)	Florida Acceptance of Application(s) Endorsement
910-0015	(10-09)	Change of Name or Address Endorsement
910-0018	(03-10)	Consent to Settle Amendment Endorsement
910-0019	(03-10)	Consent to Specific Legal Counsel Endorsement
910-0084	(01-12)	Retroactive Dates for Split Limits of Liability Endorsement
910-0085	(01-12)	Additional Insured Endorsement
910-0140	(10-11)	Notice to Policyholders: Information Regarding Extended Reporting Period ("ERP Coverage")
910-0162FL	(01-12)	Florida Bodily Injury or Property Damage Endorsement with Commercial General Liability Insurance
910-0170FL	(01-12)	Florida Environmental Hazards Endorsement
910-0198FL	(01-15)	FAIR HOUSING ACT COVERAGE
910-0701	(01-12)	Independent Contractor Endorsement
910-0704	(01-12)	Limited Additional Insured Franchisor Endorsement
910-0714	(01-12)	Real Estate Appraiser Endorsement
910-0716FL	(01-15)	REAL ESTATE PROFESSIONAL SERVICES ENDORSEMENT
910-0767FL	(01-15)	SEVERABILITY FOR PERSONAL CONDUCT EXCLUSION
910-0769FL	(01-15)	AMEND CHANGE IN OWNERSHIP CONTROL OR EXPOSURE
910-0770FL	(01-15)	SUBPOENA ASSISTANCE COVERAGE SUBLIMIT
910-0772FL	(01-15)	LIMITED DISCRIMINATION COVERAGE SUBLIMIT
SIG-1100	(08-14)	Signature Page

Item 10. Producer Name and Address: PBI GROUP
23114 EXPEDITION DRIVE ASHBURN VA 20148

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this notice carefully.**

The Office of Foreign Assets Control ("OFAC") administers and enforces sanctions policy, based on Presidential Declarations of National Emergency.

OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site: http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated United States sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

Other limitations on the premiums and payments also apply.

FLORIDA MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

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FOR ANY INQUIRIES CALL:

800-685-5669

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

This is a CLAIMS-MADE AND REPORTED policy. Subject to the terms, conditions, exclusions and limitations of this policy, coverage is limited to liability for only those claims that are first made against you and reported to us in writing after the retroactive date and during the policy period or any optional extended reporting period, if exercised by you.

This is a "defense within limits" policy with claim expenses included within the limit of liability. The limit of liability available to pay damages will be reduced by amounts we pay for claim expenses as defined in the policy. Further note that amounts incurred for claim expenses and damages are subject to the deductible.

Please read this policy carefully.
Throughout this **policy**, the terms **we**, **us** and **our** refer to the **Company** providing this insurance. The terms **you** and **your** refer to the persons and entities insured under this **policy**. Other terms in bold print have special meaning and are defined in the **policy**.

A. COVERAGE – WHAT THIS POLICY INSURES

1. Professional Services Coverage

   We will pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** and **claim expenses** because of any **claim** made against **you** arising from a **wrongful act** in the rendering or failure to render **professional services** by **you**.

   The following additional requirements and limitations shall apply to coverage provided under **A.1** above and **A.3.** and **A.4.** below:

   a. The **wrongful act** must have first occurred on or after the applicable **retroactive date(s);**

   b. **You** had no knowledge of facts which could have reasonably caused **you** to foresee a **claim**, or any knowledge of the **claim,** prior to the effective date of this **policy**; and,

   c. The **claim** must first be made and reported to **us** in writing during the **policy period** or any **extended reporting period**, if applicable, and must arise from any **wrongful act** to which this **policy** applies.

2. Disciplinary Proceedings Coverage

   We will pay on **your** behalf only **defense expenses** incurred in responding to a **disciplinary proceeding** commenced against **you** and reported to **us** in writing during the **policy period**, or which was commenced during the **policy period** and, if exercised, reported to **us** in writing during any optional **extended reporting period.** The maximum amount available for **defense expenses** for a **disciplinary proceeding** is $25,000 for each **policy period**, regardless of the number of **disciplinary proceedings**. Any payment made hereunder shall not be subject to the deductible and shall not reduce any applicable limit of liability. Inclusive within this coverage, we will pay up to $250 per day for any salaries and expenses of **your** employees required to attend or participate in any **disciplinary proceeding**. We shall not pay any **damages** incurred as a result of **disciplinary proceedings**.

3. Personal Injury Coverage

   We will pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** and **claim expenses** because of any **claim** made against **you** and reported to **us** in writing during the **policy period**, or any **extended reporting period**, if applicable, that arise from **your professional services** and are for:

   a. **your** defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress or other tort related to disparagement or harm to the reputation or character of any person or entity;

   b. **your** invasion or interference with the right to privacy or publicity, including but not limited to false light, public disclosure of private facts, intrusion and invasion; or

   c. **your** causing a third party to be subject to false arrest, detention or imprisonment.

4. Technology Professional Coverage

   We will pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** and **claim expenses** because of any **claim** arising from **your professional services** and made against any **insured** and reported to **us** in writing during the **policy period**, or any **extended reporting period**, if applicable, that arises from:

a. the inability of an authorized third party to gain access to **computer services;**

b. **unauthorized access** to **computer services** that results in:

1) the destruction, deletion or corruption of electronic data on **computer services**; or

2) denial of service attacks against **computer services** or transmission of **malicious code** to **computer services**.

B. DEFENSE AND SETTLEMENT (INCLUDED IN THE LIMIT OF LIABILITY)

We have the right to investigate and the exclusive right to defend any **claim** made under this **policy**, even if the allegations are groundless, false or fraudulent until there is a final adjudication against **you. We** are not obligated to defend any criminal investigation, criminal proceeding or prosecution against **you.** If a **claim** is not covered under this **policy**, **we** will have no duty to defend it.

Payment of **claim expenses** will reduce the amounts available to pay **damages**. **Our** duty to defend any **claim** or pay any amount as **damages** or **claim expenses** will cease when **our** limit of liability has been exhausted. Upon exhaustion of the limits of liability, **we** will tender control of the defense to the **named insured**. The **named insured** agrees to accept this tender of defense.

We will not settle a **claim** without the consent of the **named insured**. If the **named insured** refuses to consent to a settlement **we** recommend and which a claimant would accept, then **our** liability for the **claim** will not exceed the amount for which **we** would have been liable for **damages** if the **claim** had been settled as recommended by **us** and acceptable to the claimant, including **claim expenses** incurred up to the date of the **named insured's** refusal. After the time of the **named insured's** refusal, the **named insured** shall be responsible for all **damages** in excess of the amount for which the **claim** could have been settled, and all **claims expenses** incurred thereafter. For the purpose of this section, settlement includes but is not limited to any resolution of a **claim** that would have occurred as a result of any court-ordered process which the **named insured** chose not to accept.

The **named insured** is responsible for any fees or costs charged by a lawyer defending **you** or any other defense expenses incurred without **our** written consent.

C. LIMIT OF LIABILITY AND DEDUCTIBLE

1. LIMIT OF LIABILITY

The limit of liability per claim limit shown on the Declarations page Item **3.a**.is the most we will pay for the sum of all **damages** and **claim expenses** arising out of a single **claim** or a series of related **claims**, regardless of the number of persons or entities insured under this policy, number of **claims** made or the number of persons or entities making claims during the **policy period** or during any **extended reporting period**, if any.

The Aggregate limit shown on the Declarations Item **3.b**.is the most we will pay for the sum of all **damages** and **claim expenses** for all **claims** under this policy.

2. DEDUCTIBLE

a. **You** will pay the deductible amount shown in the Declarations. The deductible applies to each **claim**. **We** will not be required to make any payment for **claim expenses,** settlements reached, or judgments rendered in an otherwise covered **claim** unless and until **you** have paid the deductible in full. **You** must pay the deductible (i) immediately when invoiced or, (ii) in the event that offers of judgment or settlement demands are made which **you** and **we** agree should be accepted, prior to the expiration of the time period for responding to such offers or demands.

b. All **claim expenses** will first be subtracted from the limit of liability, with the remainder, if any, being the amount available to pay for **damages** after **you** have paid the deductible in paragraph a.

c. If **you** and **we** agree to use **mediation** to resolve any **claim** brought against **you** and if the **claim** is resolved by **mediation**, **your** deductible obligation for that **claim** will be reduced by 50%.

3. REIMBURSEMENT

In the event that **we** voluntarily choose or are compelled by a court of law to make any payment of the deductible and request reimbursement from **you**, the reimbursement is payable immediately, but no later than thirty (30) days after written demand.

D. DEFINITIONS

Bodily Injury means physical injury, sickness or disease and, if arising out of the foregoing, mental anguish, emotional distress, mental injury, shock, humiliation or death at any time.

Claim means a written demand or **suit you** receive.

Claim expenses means all expenses **we** incur or authorize in writing for the investigation, adjustment, defense or appeal of a **claim.** These expenses include fees charged by a lawyer, mediator or arbitrator with **our** consent for which **you** are obligated. **Claim expenses** also mean:

1. the premium on appeal, attachment or similar bond; and
2. up to $250 per day per insured for supplemental payment for reasonable expenses incurred for attendance at hearings, trials, or depositions at **our** request or with our consent by such **insured**. Such payment shall not exceed $5,000 in the aggregate for all **insureds** in each **claim**.

Claim expenses do not include:

1. salaries, wages, fees, overhead or benefit expenses associated with any **insured** except as specified in subparagraph **2**. above; or
2. salaries, wages, overhead or benefit associated with **our** employees.

Company means the insurance company that issued this policy, as shown on the Declarations page or referred to herein as **we**, **us**, or **our**.

Computer services means computers and associated input and output devices, data storage devices, networking equipment, backup facilities, and internet sites operated by and either owned by or leased by any third party for whom **you** provide **professional services**.

Damages means monetary judgments, awards or settlements unless otherwise excluded. **Damages** includes (i)pre-judgment interest; and (ii) post judgment interest that accrues after entry of judgment and before **we** have paid, offered to pay or deposited in court that part of judgment within the applicable limit of liability.

Damages does not mean punitive or exemplary **damages** or the multiple portion thereof.

Damages do not include any costs or expenses in complying with any demand for or award of **equitable relief**, even if such compliance is compelled as a result of a judgment, award or settlement.

Defense expenses means all expenses **you** incur in investigation, defense or appeal of any **disciplinary proceeding**.

Disciplinary proceeding means any proceeding by a disciplinary official or agency to investigate or prosecute charges alleging professional misconduct in the performance of **your professional services**.

Employment practices means any actual or alleged:

1. wrongful termination of the employment of, or demotion of, or failure or refusal to hire or promote any person in violation of law or in breach of any agreement to commence or continue employment;
2. unlawful employment discrimination;
3. sexual harassment of an employee or applicant for employment; or
4. retaliatory treatment against an employee on account of that employee's exercise or attempted exercise of his or her rights under law.

Equitable relief means a remedy not involving the payment of monetary damages.

Extended reporting period means an additional period of time for reporting **claim(s)**. The **extended reporting period** starts on the **policy termination date** and ends at the **extended reporting period** expiration date.

First inception date means the inception date of the first Miscellaneous Professional Liability **policy** issued by **us** to the **named insured** and continually renewed by **us** until the inception date of this current **policy**.

Insured means:

1. the **named insured;** and:
2. if **you** are a sole proprietorship, any past or present employee of **yours**, but only while acting on **your** behalf in their capacity as an employee;
3. if **you** are a partnership, any past or present general or managing partner, principal or employee of **yours,** but only while acting on **your** behalf in such capacity;
4. if **you** are a limited liability company, any past or present managing member, principal or employee of **yours,** but only while acting on **your** behalf in such capacity;

5. if **you** are a corporation, any past or present officer, director, trustee, or employee of **yours,** but only while acting on **your** behalf in such capacity;
6. **your** temporary or leased employees, but only while acting on **your** behalf as an employee;
7. if **you** are a **subsidiary** of the **named insured, you** are only covered while acting on behalf of the **named insured**;
8. **your** lawful spouse solely for liability arising from any **wrongful act** of an **insured** committed without the participation of such spouse;
9. **your** heirs, assigns and legal representatives in the event of **your** death, incapacity or bankruptcy to the extent that **you** would have been covered; or,
10. an independent contractor for **claims** and **damages under Section A.1, 3, or 4,** but only while acting on **your** behalf and only if there is a signed agreement executed by the **named insured and** the independent contractor which:
    a) specifies the services to be performed by the independent contractor on the **named insured's** behalf;
    b) provides that the services performed by the independent contractor will be under the **named insured's** supervision;
    c) states that the independent contractor will be indemnified by the **named insured** for the services performed on the **named insured's** behalf; and,
    d) is entered into before the **wrongful act** which leads to a **claim** or **potential claim.**

Loss means **claim expenses, damages** and **defense expenses** and does not include **equitable relief**.

Malicious code means any virus, trojan horse, worm or similar software program, code or script intentionally designed to insert itself into computer memory.

Mediation means the non-binding intervention of a qualified neutral third party chosen by **you** and the other party to a **claim** with agreement by **us**.

Named insured means the individual, entity, partnership, or corporation designated as such in the Declarations page.

Policy means this **policy** form, the Declarations, and any endorsement to the **policy** issued by **us,** and **your** application, including all supplements.

Policy period means the period from the effective date of the **policy** to the expiration date or earlier termination date of the **policy**.

Policy termination date means the expiration date of the **policy** as shown on the Declarations page or the cancellation date of the **policy**, whichever is earlier.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Potential claim means any **wrongful act** or any facts or other circumstances which may subsequently give rise to a **claim.**

Professional services means those services described in Item **6.** of the Declarations which **you** perform for others for a fee.

Property damage means (1) physical injury to, loss or destruction of, tangible property including the resulting loss of use thereof; or (2) loss of use of tangible property which has not been physically injured or destroyed.

Retroactive date(s) refer to the dates shown in Item **5.** of the Declarations. If no date is shown on the Declarations page the retroactive date will be inception date of the policy.

Subsidiary means

1. any corporation, identified by **you** in the application for this **policy**, of which the **named insured** owns more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly on the inception date of the **policy period;** or
2. any corporation which becomes a **subsidiary** during the **policy period** provided that such corporation does not represent more than a ten percent (10%) increase in the total assets or gross revenue of the **named insured** as of the date of the acquisition. Where such corporation represents an increase in the total assets or gross revenue of the **named insured** of more than ten percent (10%), such corporation shall be deemed a

subsidiary under the **policy**, but only upon the condition that within ninety (90) days of its becoming a **subsidiary**, **you** shall have provided **us** with full particulars of the new **subsidiary** and agree to any additional premium and/or amendment of the provisions of this **policy** required by **us** relating to such new **subsidiary**, subject to the review and acceptance by **us** of full and complete underwriting information. Further, coverage as shall be afforded to the new **subsidiary** is conditioned upon the **named insured** paying when due any additional premium required by **us** relating to such new **subsidiary**. A corporation becomes a **subsidiary** when the **named insured** owns more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly, and ceases to be a **subsidiary** at such time when the **named insured** ceases to own more than fifty percent (50%) of the issued and outstanding voting stock.

Suit means a civil proceeding for monetary, non-monetary or injunctive relief, which is commenced by service of a complaint or similar pleading. **Suit** includes a binding arbitration proceeding in which **damages** are alleged and to which **you** must submit or do submit with **our** consent.

Unauthorized access means the use of or access to **computer systems** by a person not authorized to do so by the **Named Insured**; or the use or access to **computer systems** in a manner not authorized by the **named insured.**

Wrongful act and **wrongful acts** means any actual or alleged negligent act, error, omission, or misstatement committed in **your professional services**.

E. EXCLUSIONS - WHAT THIS POLICY DOES NOT INSURE

This **policy** does not apply to **claim(s)**

1. based upon, arising out of, or in any way relating directly or indirectly to any **insured**:
   a) committing any intentional, dishonest or fraudulent act or omission; or
   b) gaining any profit, remuneration or advantage to which such **insured** was not legally entitled;
   provided that this exclusion will not apply until a final adjudication establishes a) or b) above.
2. for any willful or criminal violation of any statute, rule or law.
3. for the return, restitution or reduction of professional fees or arising from any demand for **equitable relief.**
4. arising out of **bodily injury** or **property damage**;
5. arising out of:
   a) any purchase, sale, or offer or solicitation of an offer to purchase or sell securities;
   b) any violation of any securities law, including the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or any regulation promulgated under the foregoing statutes, or any federal, state or local laws similar to the foregoing statutes (including "Blue Sky" laws), whether such law is statutory, regulatory or common law; or
   c) any violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act, or "RICO"), as amended, or any regulation promulgated thereunder or any federal, state or local law similar to the foregoing, whether such law is statutory, regulatory or common law;
6. arising out of any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, or similar statutory or common law of the United States of America or any state or jurisdiction therein;
7. arising out of any **employment practices** liability or any discrimination on any basis, including, but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy;
8. arising out of any misappropriation or misuse of trade secret or infringement of patent, copyright, trademark, trade dress or any other intellectual property right;
9. arising out of false advertising, misrepresentation in advertising, antitrust, unfair competition, restraint of trade, unfair or deceptive business practices, including but not limited to, violations of any local, state or federal consumer protection laws;
10. against **you** that are brought by or on behalf of any federal, state or local government agency or professional or trade licensing organizations; however, this exclusion shall not apply where the **claim** is alleging a **wrongful act** in **your** rendering **professional services** to such entity or for a **disciplinary proceeding**;

11. arising out of liability **you** assume under any contract or agreement; however, this exclusion does not apply to liability **you** would have in the absence of such contract or agreement;
12. against **you** that are brought by or on behalf of:
    a) any business entity that is owned, managed or operated, directly or indirectly, in whole or in part, by **you**;
    b) any parent company, subsidiary, successor or assignee of **yours**, or anyone affiliated with **you** or such business entity through common majority ownership or control; or
    c) any independent contractor supplying material or services to **you**;
13. arising out of disputes involving:
    a) **your** fees or charges, including over-charges, or cost over-runs;
    b) collecting **your** fees from third parties;
    c) the return of fees or other compensation paid to **you**; or
    d) **your** cost of correcting or re-performing or completing any **professional services**;
14. arising out of **your** advising, requiring, obtaining or failing to advise, require or obtain any bond, suretyship or other form of insurance;
15. arising out of or resulting, directly or indirectly, from any actual or alleged commingling, misappropriation or improper use of funds or monies
16. arising out of a **claim** by any **insured** under this **policy** against any other insured under this **policy**.
17. arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.

F. EXTENDED REPORTING PERIOD

1. **You** will be entitled to an automatic **extended reporting period** for no additional premium. This extension is applicable to any **claim** made against **you** during the **policy period** and reported to **us** in writing, during the sixty (60) days immediately following the **policy termination date**.
2. **We** will provide an optional **extended reporting period** as described below:
    a) If this **policy** is canceled, terminated or non-renewed, **you** shall have the right, upon payment of an additional premium, to an extension of the reporting period for any **claim** against **you** first made and reported after the date upon which the **policy period** ends, but only with respect to **wrongful acts** committed prior to the end of the **policy period** and otherwise covered by this **policy**. Such period shall be referred to as the optional **extended reporting period**.
        1) The available optional **extended reporting periods** and additional premium are determined in accordance with the rules, rates and rating plans **we** then have in effect in **your** state.
        2) **You** must request the optional **extended reporting period** in writing and must pay **us** the additional premium within 30 days following the date of such cancellation, termination or nonrenewal. If **we** do not receive **your** request and premium payment within 30 days following the date of such cancellation, termination or non-renewal, **your** right to purchase the optional **extended reporting period** shall cease.
        3) If **we** cancel for non-payment of premium, **you** may purchase the optional **extended reporting period** only after any earned premium due **us** is paid within 10 days after the date of cancellation or **policy** expiration, whichever comes first.
    b) All premiums paid for an optional **extended reporting period** shall be deemed fully earned as of the first day of the optional **extended reporting period**. The optional **extended reporting period** may not be canceled.
    c) The optional **extended reporting period** shall not increase any limits of liability stated in Item **3.** of the Declarations page. For the purpose of **policy** limits, the reporting periods are part of, not in addition to, the **policy period.**

G. DUTIES IN THE EVENT OF CLAIM(S) OR POTENTIAL CLAIM(S)

1. If **you** receive a **claim**, **you** and any other involved **insured(s)** must see to it that **we** receive written notice of the **claim**, with full details including the date received, as soon as practicable, but in no event later than 90 days after such **claim** is first made.

2. **You** and any other involved **insured** must:
   a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
   b) Authorize **us** to obtain records and other information;
   c) Cooperate with **us** in the investigation, defense or settlement of the **claim**; and
   d) Assist **us**, upon our request, in the enforcement of any right against any person or entity which may be liable to **you** because of damages to which this insurance may apply.
3. No **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation, agree to a settlement or incur any expense related to a **claim** without **our** consent.
4. If during the policy period, **you** become aware of a **wrongful act** or any facts or other circumstance that occurred on or after the retroactive date but prior to the end of the **policy period**, which may reasonably be expected to subsequently give rise to a claim against **you**, **you** must give **us** written notice as soon as practicable, but in any event not later than the end of the **policy period** or any **extended reporting period,** if applicable. To the extent possible notice should include:
   a) Where the **wrongful act** took place and any facts or circumstance concerning the wrongful act; and
   b) The names and addresses of any persons and entities involved.
5. Any **claim** arising out of the **wrongful act**, facts or circumstance which is subsequently made against **you** shall be deemed to have been first made at the time **we** received such written notice from **you**, if we receive proper notice of the **potential claim** according to paragraph **4.** above.

   The date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

H. CONDITIONS

1. CANCELLATION AND NON RENEWAL

a) **We** may not cancel this **policy** except for failure to pay premium when due, in which case we will give 10 days written notice to the **named insured** before such cancellation is effective.

b) The **named insured** may cancel this **policy** for itself and all other **insureds** by written notice to **us** stating when thereafter the cancellation shall be effective. If the **named insured** cancels, **we** will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar within 15 days of the effective date of cancellation.

c) **We** are not required to renew this **policy**. However, written notice of **our** intent to non-renew this **policy** shall be sent to the **named insured** at least 60 days prior to expiration of the **policy period**.

d) Notices of cancellation or nonrenewal shall be sent by first class mail to the last address known to **us** with a statement of the specific reasons for cancellation or nonrenewal.

e) If **we** decide to offer renewal terms, notice will be mailed by first class mail, at least 45 days prior to the expiration of the **policy** to the **named insured**. Failure to make the required premium payment by the renewal date will result in termination of the **policy** for nonpayment of premium.

f) If **we** fail to provide at least 45 days notice of nonrenewal or changes in the terms and conditions of this **policy**, coverage will remain in effect until 45 days after notice is given or until the effective date of replacement coverage you obtain, whichever occurs first. Any earned premium for the extension of the terminated **policy** will be calculated pro rata based on the expiring premium or the rate filing then in effect, whichever is lower.

2. REPRESENTATIONS AND APPLICATION

By accepting this **policy you** agree that:

a) The statements in the Declarations are accurate and complete;

b) Those statements are based on representations **you** made in **your** application for this insurance **policy**;

c) The representations made in **your** application are the basis of this **policy** and are to be considered as incorporated into and constituting a part of this **policy**;

d) Those representations are material to the acceptance of the risk **we** assumed under this **policy**;

e) **We** have issued this **policy** in reliance upon the truth, accuracy and completeness of such representations;

f) The application shall be interpreted as a separate application for coverage by each **insured.** No statement in the application, fact pertaining to or knowledge possessed by any **insured** shall be imputed to any other **insured** for the purpose of determining if coverage is available; and

g) Statements in the application, facts pertaining to or knowledge possessed by the individual signing the application shall be imputed to the **named insured**.

3. LEGAL ACTION AGAINST US

No person or entity has a right under this **policy**:

a) To join **us** as a party or otherwise bring **us** into a suit asking for **damages** from an **insured**; or

b) To sue **us** on this **policy** unless all of its terms have been fully complied with.

A person or entity may sue **us** to recover on an agreed settlement or on a final judgment against an **insured**; but we will not be liable for **damages** that are not payable under the terms of this **policy** or that are in excess of the applicable limit of liability. An agreed settlement means a settlement and release of liability signed by **us**, the **insured** and the claimant or the claimant's legal representative.

4. CHANGE IN OWNERSHIP, CONTROL OR EXPOSURE

a) If during the **policy period**:

1) Another person or entity or group of persons or entities acquires more than 50 percent of the assets of the **named insured**; or

2) Another person or entity, or group of persons or entities, acquires an amount of the outstanding securities representing more than 50 percent of the voting power for the election of the **named insured's** directors or trustees; or

3) The **named insured** consolidates with or merges with another entity;
you shall notify **us** of the change described in 1., 2., or 3. above, herein referred to as **transaction**, as soon as practicable, but not later than 30 days after the effective date of the **transaction** and provide such additional information as **we** require.

b) If a **transaction** occurs, coverage under this **policy** shall continue until termination of the **policy period** but only with respect to **claims** and **potential claims** made for **wrongful acts** which took place prior to the transaction.

c) If **you** fail to provide notice as described in **4.a**. above, coverage provided to **you** under this **policy** shall terminate. We will send written notice 45 days in advance of the termination date.

d) In the event of a **transaction**, the **named insured** will have the right to an extension of coverage under the **policy** for a **claim** first made and reported during the 12 months after the **transaction** but, only with respect to any **wrongful act** occurring prior to the **transaction** and otherwise covered by this **policy**. The 12 month period shall be referred to as the run-off period.

1) The premium means the premium in effect immediately prior to the **transaction**.

2) The rights contained in paragraph **4**. shall terminate unless written notice of the election and the additional premium due is received by **us** within 60 days of the **transaction**.

e) In the event of a **transaction**, the **named insured** has the right to purchase the run-off period but, has no right to purchase the optional **extended reporting period** described in section F. of the **policy**.

f) The additional premium for the run-off period shall be fully earned at the inception of the run-off period. The run-off period is not cancelable.

g) The limit of liability for the run-off period is part of and not in addition to the limit of liability in Item **3.** of the Declarations page.

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If **you** have rights to recover all or part of any payment **we** have made under this **policy**, these rights are transferred to **us**. **You** must do nothing after a **loss** to impair our rights to seek or obtain recovery from others. At **our** request, **you** will sue those responsible or transfer those rights to **us** and help **us** enforce them. In the event of any payment under this **policy**, we shall be subrogated to the extent of such payment to all of **your** rights of recovery. **You** shall execute and deliver such instruments and papers and

do whatever else is necessary to secure such rights and shall do nothing to prejudice or compromise such rights without **our** express written consent.

6. **ASSIGNMENT**

No change in, modification of or assignment of interest in this **policy** shall be effective except when made by a written endorsement to the **policy**.

7. **SOLE AGENT FOR THE INSURED**

By accepting this **policy**, **you** agree that only the **named insured** is authorized to act on behalf of all **insureds** with respect to the following: consenting to settlement or releasing rights under this **policy**, payment for premiums and deductibles, receiving return premiums, giving or receiving notice of cancellation or nonrenewal, requesting any optional **extended reporting period** or run-off period and agreeing to any changes in this insurance **policy**. Each **insured** agrees that the **named insured** shall act on its or their behalf with respect to such matters.

8. **COVERAGE TERRITORY AND VALUATION**

a) This **policy** applies to a **wrongful act** committed anywhere in the world provided that the **claim** is made and suit is brought against the **insured** within the United States, its territories or possessions or Canada.

b) All premiums, limits, deductibles, **loss** and other amounts are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or another element of **loss** under this **policy** is stated in a currency other than the United States of America dollars, payment under this **policy** shall be made in United States of America dollar equivalent determined by the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final, the amount of the settlement is agreed upon or any element of **loss** is due, respectively.

9. **OTHER INSURANCE**

a) If other valid and collectible insurance is available to **you** for **loss** covered under this **policy**, the insurance provided by this **policy** shall be excess over such other insurance, regardless of whether or not such insurance is primary, contributory, excess, contingent or otherwise.

b) When this insurance is excess **we** have no duty to defend **you** against any **claim** if any other insurer has a duty to defend **you** against the **claim**. If no other insurer defends **we** will undertake to do so but **we** will be entitled to **your** rights against those other insurers.

c) When this insurance is excess over other insurance **we** will pay only our share of the amount of **loss**, if any, that exceeds the sum of:

1) The total amount that all such other insurance would pay for the **loss** in the absence of this insurance;
2) The total of all deductibles, self-insurance and retentions under all that other insurance.

We will share the remaining **loss**, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the limit of liability shown in the Declarations page of this **policy**.

10. **TWO OR MORE POLICIES, COVERAGE PARTS, OR ENDORSEMENTS ISSUED BY US**

It is **our** stated intention that this **policy** and any other **policy**, coverage part or endorsement issued by **us**, or by another member of the **company**, shall not provide duplication or overlap of coverage for the same **claim**. If this **policy** and any other **policy** issued by **us**, or by another member of the **company**, to **you**, apply to the same **claim** then, Condition 9. Other Insurance notwithstanding:

a) **We** shall not be liable under this **policy** for a greater proportion of the **loss** than the applicable limit of liability of this **policy** bears to the sum of the total limits of liability of all such policies; and

b) The maximum amount payable under all such policies combined shall not exceed the highest applicable limit of liability under any one **policy**.

11. **ALLOCATION**

If **you** incur both **loss** covered by this **policy** and **loss** not covered by this **policy** on account of any **claim** because such **claim** includes both covered and non-covered matters, coverage with respect to such **claim** shall apply as follows:

a) 100 percent of **defense expenses** on account of the **claim** will be considered covered **loss**; and

b) **We** shall fairly allocate all remaining **loss** that you incurred on account of such **claim** between covered **loss** and non-covered **loss**.

12. SEPARATION OF INSUREDS

Except with respect to the limits of liability, deductible and any rights or obligations assigned to the first **named insured**, this insurance applies:

a) As if each **insured** were the only **insured**; and

b) Separately to each **insured** against whom a **claim** is made.

13. CONFORMANCE TO STATUTE

The terms of this **policy** which are in conflict with the statutes of the state in which this **policy** is issued are amended to conform to those statutes.

14. SECTION TITLES

The titling of sections and paragraphs within this **policy** is for convenience only and shall not be interpreted as a term or condition of this **policy**.

15. BANKRUPTCY

You or **your** estate's bankruptcy or insolvency does not relieve **us** of **our** obligations under this **policy**.

16. LIBERALIZATION

If **we** adopt any revisions to the terms and conditions of this **policy** form to provide more coverage without an additional premium charge during the **policy** term, the broadened coverage will immediately apply. However, the broadened terms and conditions will not apply to any **claims** that were first made against **you** prior to the effective date of the revision.

NOTICE TO FLORIDA INSUREDS

Miscellaneous Professional Liability Insurance
Claims – Made Notice

This policy is a CLAIMS-MADE AND REPORTED policy. Subject to the terms, conditions, exclusions and limitations of this policy, coverage is limited to liability for only those claims that are first made against you and reported to us in writing after the retroactive date and during the policy period or any optional extended reporting period, if exercised by you.

Unless otherwise endorsed, this is a "defense within limits" policy with claim expenses included within the Limit of Liability. The Limit of Liability available to pay damages will be reduced by amounts we pay for claim expenses as defined in the policy. Further note that amounts incurred for claim expenses and damages are subject to the deductible. Please read this policy carefully.

FLORIDA ACCEPTANCE OF APPLICATION(S) ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, effective 12:01 A.M. 09/01/2015 modifies the following:

SECTION H – CONDITIONS, Paragraph **2. Representations and Application** is amended to add the following:

For the purposes of coverage afforded by this **policy**:

Application(s) shall mean the written insurance application(s) attached to the **policy** for the insurance coverage provided by this **policy** and incorporates any written statements and materials attached to the **policy** in conjunction therewith.

It is agreed by the **insureds** that the Declarations and statements in the application(s) are material and that this **policy** is issued in reliance upon the truth and accuracy of such Representations and statements.

All other terms and conditions remain unchanged.

CHANGE OF NAME OR ADDRESS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, effective 12:01 A.M. 09/01/2015 modifies the following:

Item 1. of the Declarations page is deleted and replaced with the following:

Item 1. Named Insured and Address:

ED SCHLITT, LLC DBA COLDWELL BANKER ED SCHLITT REALTORS;
SCHLITT PROPERTY MANAGEMENT, INC.

All other terms and conditions remain unchanged.

CONSENT TO SETTLE AMENDMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

SECTION B. – DEFENSE AND SETTLEMENT (INCLUDED IN THE LIMIT), third Paragraph, is replaced with the following:

We will not settle a **claim** without the consent of the **named insured**. If the **named insured** refuses to consent to a settlement of any claim **we** recommend and which a claimant would accept, subject to the applicable limit of liability and deductible then **our** liability for the **claim** is limited to:

1. What **we** would have contributed to the settlement if **you** had consented to the settlement, including **claim expenses** incurred up to the date of such refusal; and
2. 70 percent of such **damages** in excess of the amount for which the **claim** could have been settled.

After the time of the **named insured's** refusal, the **named insured** shall be responsible for all **loss** in excess of the amount for which the **claim** could have been settled, the percentage of **damages** noted above in 2., and all **claims expenses**, incurred thereafter. For the purpose of this section, settlement includes but is not limited to any resolution of a **claim** that would have occurred as a result of any court-ordered process which the **named insured** chose not to accept.

All other terms and conditions remain unchanged.

CONSENT TO SPECIFIC LEGAL COUNSEL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

SECTION G. - DUTIES IN THE EVENT OF CLAIM(S) OR POTENTIAL CLAIM(S) is amended to add the following:

6. In the event an **insured** reports a **claim** to **us** in writing or a **potential claim**, **we** consent to the use of the law firm of TRIEBSCH & FRAMPTON (300 NORTH PALM ST, TURLOCK, CA 95380) FOR THE AGREED UPON RATE OF $220 PER HOUR to defend such **claim**. The **insured** agrees that **our** consent is subject to the law firm's agreement to comply with **our** Litigation Management Guidelines and all of **our** other applicable claims legal guidelines in effect with **us**.

All other terms and conditions remain unchanged.

RETROACTIVE DATES FOR SPLIT LIMITS OF LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

POLICY DECLARATIONS

Item 3. LIMIT OF LIABILITY and **Item 5. RETROACTIVE DATE** are replaced with the following:

Item 3. LIMIT OF LIABILITY:

1. First Limit of Liability *(subject to the First Retroactive Date scheduled below)*	**a.** $ 1,000,000 for each **Claim**; not to exceed **b.** $ 1,000,000 for all **Claims** in the aggregate
2. Second Limit of Liability *(subject to the Second Retroactive Date scheduled below)*	**a.** $ 0 for each **Claim**; not to exceed **b.** $ 1,000,000 for all **Claims** in the aggregate

Item 5. RETROACTIVE DATE:

1. **First Retroactive Date**: 4/4/1994

2. **Second Retroactive Date**: 9/1/2011

All other terms and conditions remain unchanged.

ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

The following is added to **SECTION D – DEFINITIONS**, the definition of **Insured**:

Insured also means the entities listed in the schedule of additional **insureds** but only while rendering **professional services** at the request of the **named insured**, in support of the **named insured's** rendering of **professional services** to its clients; however, no coverage is afforded under this **policy** for any **claims** arising from any **wrongful act** in the rendering of or failing to render **professional services** by any **insured** covered under this endorsement that occurred prior to the retroactive date listed opposite the entity listed in the schedule of additional **insureds**.

Schedule of additional insureds to which this endorsement applies:

Entity(ies)	Retroactive Date
ED SCHLITT, LLC & SCHLITT PROPERTY MANAGEMENT, INC. DBA COLDWELL BANKER PARADISE HOYT MURPHY REALTORS -	6/4/12
ED SCHLITT, LLC & SCHLITT PROPERTY MANAGEMENT, INC. DBA COLDWELL BANKER PARADISE ED SCHLITT REALTORS	6/4/12
HC MURPHY INTERNATIONAL REFERRAL, INC.	6/4/12
ED SCHLITT & SCHLITT PROPERTY MANAGEMENT, INC. DBA COLDWELL BANKER PARADISE	9/1/1983

All other terms and conditions remain unchanged.

The Hanover Insurance Group

NOTICE TO POLICYHOLDERS:
MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE

INFORMATION REGARDING EXTENDED REPORTING PERIOD ENDORSEMENT ("ERP COVERAGE")

The enclosed policy provides coverage for claims reported during the policy period. Subject to the policy's terms and conditions, you may purchase an Extended Reporting Period Endorsement, also known as "ERP coverage", that will extend the time for reporting claims arising out of professional services rendered while the policy was still in effect, although the policy may have been cancelled, nonrenewed, or terminated. Please refer to Section F. of your policy for the terms and conditions for eligibility, purchasing or obtaining an Extended Reporting Period endorsement. *There is a limited time for requesting such an endorsement.*

The premium charged for the endorsement is expressed as a percentage of your policy's annual premium.

Length of "ERP Coverage" Offered	*"ERP Coverage" Premium*
12 months	100 % of expiring annual premium
24 months	150 % of expiring annual premium
36 months	200 % of expiring annual premium

**Extended Reporting Period Endorsements may be subject to state regulatory requirements.*

Please contact your agent or customer service representative for pricing specific to your situation and location.

FLORIDA BODILY INJURY OR PROPERTY DAMAGE ENDORSEMENT WITH COMMERCIAL GENERAL LIABILITY INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC
Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

SECTION E –EXCLUSIONS, Paragraph **4.** is replaced by the following:

4. Arising out of **bodily injury** or **property damage**; however, this exclusion does not apply to any **claim** arising out of a **wrongful act** committed by an **insured** in the rendering of **professional services** as specified in Item **6.** of the Declarations, and as a condition precedent to coverage, **you** agree to obtain and maintain, during the **policy period**, commercial general liability insurance with a minimum limit of liability of $ 1,000,000.

All other terms and conditions remain unchanged.

FLORIDA ENVIRONMENTAL HAZARDS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

SECTION E – EXCLUSIONS, Paragraph **17.** is replaced by the following:

17. Arising out of:

a) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time;

b) Any directive, request or voluntary decision that any **insured** monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants; or

c) Any governmental or regulatory directive to request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants; or

d) The failure to discover, disclose, report or advise of the existence or amount of **pollutants**.

However, **we** will pay on **your** behalf **damages** and **claim expenses** incurred in the responding to a claim made against **you** and reported to **us** in writing during the **policy period**, or **extended reporting period**, if applicable, that arise from the failure to disclose, report, or advise of the existence of **pollutants**.

Notwithstanding anything to the contrary in the **policy**, including any endorsements thereto:

Our aggregate Limit of Liability for **damages** and **claim expenses** for all environmental hazard **claims** covered under this endorsement is $1,000,000 (or the applicable aggregate Limit of Liability, set forth in Item **3. b.** of the Declarations, whichever is less) which amount will be included within, and not in addition to, the aggregate Limit of Liability set forth in **Item 3. b.** of the Declarations.

All other terms and conditions remain unchanged.

INDEPENDENT CONTRACTOR ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC
Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

SECTION D – DEFINITIONS, under the definition of **Insured**, Paragraph **10.** is replaced by the following:

10. An independent contractor for **claims** and **damages** under **Section A.1**, **3.** or **4.** but only while acting on behalf of any **insured**.

All other terms and conditions remain unchanged.

LIMITED ADDITIONAL INSURED FRANCHISOR ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, effective 12:01 A.M. 09/01/2015 modifies the following:

The following definition is added to **SECTION D – DEFINITIONS**:

> **Limited additional insured** means a person or entity covered under this **policy** only with respect to **claims** made against such person or entity, which involve or arise from vicarious liability imposed due to any **wrongful act** of any **insured**.

In consideration of the premium charged, it is hereby understood and agreed that is a **limited additional insured**.

No coverage is afforded to for any **claim** alleging or in any way involving any independent **wrongful act**, error or omission of .

It is understood and agreed that **we** assume no obligation to defend against such **claims** nor will **we** pay **claim expenses** in connection with such **claims**. **We** will pay **damages** only, to the extent that is held liable for an **insured's wrongful acts**.

All other terms and conditions remain unchanged.

REAL ESTATE APPRAISER ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC
Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

The following is added to **SECTION E - EXCLUSIONS – WHAT THIS POLICY DOES NOT INSURE**:

This **policy** does not apply to **claim(s)**:

Based upon or arising out of:

a) The failure of investments to perform as expected or desired;

b) Making of guarantees or warranties of potential sales, earnings, profitability, or economic value;

c) Any warranties, or guarantees made by the **insured** as to the current or future value of any property;

d) Any warranties or guarantees as to the suitability of the property for a specific use;

e) The formation, syndication, operations or administration of any property syndication, or real estate investment to any form of corporation, general or limited partnership or joint venture formed for the purpose of investing in, selling or maintaining real property including those syndications, trusts, corporations, partnerships or joint ventures in which the **insured** has, had or intended to have a participating interest directly or indirectly in the profits or losses thereof; or

f) The appraising of any property developed, constructed or owned by:

1) An **insured** at that time of the **wrongful act** giving rise to such claims;

2) Any entity in which the **insured** had, at the time of the **wrongful act** giving rise to the **claim**, a financial interest;

3) Any entity which had, at the time of the **wrongful act** giving rise to the **claim**, a financial interest in the **named insured**;

4) Any entity which at the time of the **wrongful act** giving rise to the **claim**, was under the same financial control as the **named insured**;

g) Any professional services as an architect, engineer, property developer, builder, construction manager, loss control inspector, risk manager, safety inspector, insurance agent, insurance broker, mortgage banker, mortgage broker, title abstractor, and/or title agent.

All other terms and conditions remain unchanged.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

In Witness Whereof, this company has caused this policy to be signed by its President and Secretary and countersigned on the declarations page, where required, by a duly authorized agent of the company.

Frederick H. Eppinger
President

Charles Frederick Cronin
Secretary

LHR 9262295 04

LHR 9262295 04

LHR 9262295 04

LHR 9262295 04

LHR 9262295 04

LHR 9262295 04

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

BK3260381 ISSUED: 09/30/2013

REAL ESTATE BROKER
MURPHY, HOYT C JR

IS LICENSED under the provisions of Ch.475 FS.
Expiration date : SEP 30, 2015 L1309300002580

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

SL3212119 ISSUED: 03/30/2014

REAL ESTATE SALES ASSOCIATE
JACKSON, HAMPTON JAMES III

IS LICENSED under the provisions of Ch.475 FS.
Expiration date : MAR 31, 2016 L1403300003521

Certification Statement
Local Vendor Preference

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

1) That my company has a fixed, staffed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee City for at least one year prior to the issuance of the request for competitive bids or request for proposals by St. Lucie City; and

2) That my company holds any business or Broker license required by St. Lucie City and/or can document payment of business license taxes in St. Lucie City;

3) That my company is principal offeror who is single offeror; a business which is the prime Broker and not a subBroker; or a partner or joint venturer submitting an offer in conjunction with other businesses.

4) Attached is a copy of a business or Broker license and/or business tax receipt for St. Lucie City, Indian River, Martin or Okeechobee Counties to verify that I have been in business at least one year prior to the issuance of the Request for Bid or Proposal.

Company Name: Coldwell Banker Paradise

Address: 411 North US Highway# 1, Fort Pierce,FL, 34950

Business or Broker License Number: BK3268742

Phone Number: (772)494-8402 Fax Number: (772)460-20[illegible]

Owner's Name: Linda Schlitt Gonzalez

Signature: [signature]

JO-ANN WEBSTER MY COMMISSION EXPIRES May 31, 2019 #FF 222967 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Sworn to before me this 4th *day of* Sept., 2015

Notary Public for the State of Florida *My Commission Expires* [illegible]

Notary Public Signature [signature] *Printed Name* Jo Ann Webst[illegible]

FOR PROCURMENT OFFICE ONLY ~ DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative from the City of Fort Pierce Purchasing Department:

Vendor Certified by: _____ Date: _____

(Authorized Signature)

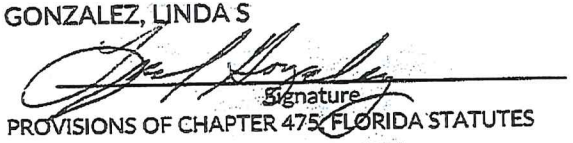
To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business or Broker license must be submitted with your bonafide Bid/RFP package.

Florida Department of Business & Professional Regulation

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BK3268742
BROKER
GONZALEZ, LINDA S

ISSUED: 08/16/2015



Signature

PROVISIONS OF CHAPTER 475, FLORIDA STATUTES
EXPIRATION DATE: SEPTEMBER 30, 2015

COLDWELL BANKER

PARADISE

HOYT MURPHY REALTORS®

Since 1949

HOYT C. MURPHY, JR.
Broker Associate, CRB

Coldwell Banker Paradise
Hoyt Murphy Realtors
411 N. U.S. Highway One
Fort Pierce, FL 34982
Phone: (772) 461-3250
hoyt.murphy@coldwellbanker.com

September 8, 2015

Re: Hampton Jackson, Realtor
Coldwell Banker Hoyt Murphy Realtors

To Whom it may concern:

It is my pleasure to provide this letter of reference for Mr. Hampton Jackson. Hampton has been with our firm for almost 3 years. Hampton has handled residential, commercial, and lease transactions. He has closed a wide variety of real estate including land, commercial buildings, multi-family buildings and commercial leases (along with single family homes).

Hampton is a hard worker and has the ability to team up with other specialists in the firm if a more complex assignment dictates such a need.

Sincerely yours,

Hoyt C. Murphy Jr. (Pat)
Realtor/Broker

©2011 Coldwell Banker Paradise. Each Office Is Independently Owned and Operated

COLDWELL BANKER

PARADISE

HOYT MURPHY REALTORS®

Jill Whyms
Administrative Assistant

Coldwell Banker Paradise
Hoyt Murphy Realtors
411 North US Highway 1
Fort Pierce, FL 34950

Direct Line: 772-461-3250
Fax: 772-460-2063
jill.whyms@cbparadise.com

September 8, 2015

Re: Hampton Jackson, Realtor
Coldwell Banker Paradise

To Whom It May Concern,

May this letter provide my reference for Hampton Jackson. Hampton has been working with me for the past 3 years as a Realtor. He has handled numerous residential, commercial and lease transactions. He has closed numerous amount of real estate deals.

Hampton is a very hard worker and a team player. He is a pleasure to work with.

Sincerely Yours,

Jill Whyms
Administrator

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COLDWELL BANKER
ED SCHLITT REALTORS®

Linda Schlitt-Gonzalez
Owner/Broker

Coldwell Banker Ed Schlitt Realtors
1950 US Highway 1
Vero Beach, FL 32960

Cell Phone: 772-559-7367
Office: 772-567-1181
Fax: 772-778-9257

September 5, 2015

To Who It May Concern:

I have known Hampton Jackson for the past three years. During that time he has demonstrated a strong work ethic and great follow up skills. He has been committed to building his real estate knowledge with many educational classes.

He is a pleasure to work with always finds the time to assist others. He is a great team player. He will work with all departments in our firm from marketing to technology to get the job done.

Hampton is determined to achieve success for his clients and is committed to a high standard of performance. He is a good communicator and will provide updates of activity.

If you have any questions and would like to discuss with me personally feel free to give me a call.

Sincerely

Linda Schlitt Gonzalez

Broker/Owner

Coldwell Banker Paradise Hoyt Murphy Real Estate

©2011 Coldwell Banker Ed Schlitt Realtors. Each Office Is Independently Owned and Operated

OVER $2 BILLION SALES SINCE 1949

1. **RESIDENTIAL (LISTING & SALES)**
    a. **We are the leading residential brokerage firm in Fort Pierce**

2. **COMMERCIAL (LISTING & SALES)**
    a. **We are the leading commercial brokerage firm in Fort Pierce since 1949. Please see attached commercial sales resume print out.**

3. **PROPERTY MANAGEMENT**
    a. **Our firm is the largest property management firm in Fort Pierce. We manage over 500 properties in St. Lucie. We have four property managers & dedicated bookkeepers for each of our property management departments.**

4. **NON-BROKERAGE**

COLDWELL BANKER PARADISE

Company ranks as one of nation's top-producing brokerage firms

Each April, RISMedia highlights the Top 500 of these firms in its annual Power Broker Survey. Included in this year's report, Coldwell Banker Paradise Realtors®, with nine offices along the Treasure and Space Coast from Port St. Lucie to Melbourne, ranked number 369 with 1,881 transaction sides closed last year and a total sales volume of more than $280, million.

A solid year of recovery is reflected in the statistics generated by RISMedia's 26th Annual Power Broker Survey, the real estate industry's preeminent report ranking the nation's top real estate firms. According to survey results, this year's more than 1,000 responding brokers reported a collective more than $896 billion in sales volume for 2013 and a total of 3,165,310 closed transactions — that's an increase of more than $125 billion in sales volume and more than 175,000 transactions over 2012.

Now in its 26th year, the Power Broker Survey has long honored the incredible business feats of remarkable real estate leaders and brokerage firms who continue to shape our industry.

RISMedia President and CEO John Featherston congratulated Coldwell Banker Paradise Realtors® for their prestigious ranking in this year's survey. "The firms represented are the nation's most elite brokerage firms serving literally millions of consumers with their real estate needs," Featherston said. "2013 was a turnaround year for real estate firms across the country, as consumer confidence in housing returned and buyers flooded back into the marketplace. But there are many challenges ahead for brokers and agents, from low inventory to lingering economic uncertainty. Discerning real estate consumers will look to proven real estate professionals to help guide them toward the best decision. Being included in the Power Broker Report validates your firm's reputation as a trusted resource for today's homebuyers and sellers."

RISMedia's Annual Power Broker Report ranks firms by closed transactions and sales volume for 2013. The Top 500 rankings appear in the April 2014 issue of Real Estate magazine and online at rismedia.com.

Coldwell Banker Paradise is a family-owned brokerage serving north Martin, St. Lucie, Indian River and Brevard counties for more than 60 years. It is a full service real estate brokerage with 180 sales and rental associates. To search hundreds of properties, go to www.FLColdwellBanker.com. Phone the Port St. Lucie U.S. 1 office at 772-878-3200, Fort Pierce U.S. 1 office at 772-461-3250, South Hutchinson Island office at 772-461-1324, North Hutchinson Island office at 772-464-7007, Vero Beach U.S. 1 mainland office at 772-778-2029, Vero Beach Island office at 772-231-4880, Sebastian office at 772-589-7777 and Melbourne office at 321-951-3300.

2014 Hutchinson Island Year End Real Estate

MARKET REPORT

COLDWELL BANKER

PARADISE

OCEAN VILLAGE
South Hutchinson Island
Many to choose from! $89,679 - $679,000

FT. PIERCE	S. HUTCHINSON	OCEAN VILLAGE	PORT ST. LUCIE	N. HUTCHINSON
411 N. US 1	221 S. Ocean Drive	100 Mainsail	7202 S. US 1	4007 N. Hwy. A1A
772.461.3250	772.461.1324	772.489-6100	772.878.3200	772.464.7007

2014 Hutchinson Island Year End Real Estate Report

Whether you're thinking about buying a home, selling your home, or you're just curious about your home's value, it's important to know about trends in the real estate market that could impact your home's value and your financial security. Unfortunately, information about price appreciation and sales activity that is published by traditional media forums is very general and may not be consistent with what's happening in your neighborhood or price point. Information contained in this report is designed to give you greater insight into trends that are occurring in your neighborhood, by price point.

In general, 2014 proved to be another good year for real estate sales and appreciation. For example, the value of single-family homes sold under $250,000 on Hutchinson Island experienced double-digit appreciation, while condominiums sold in this price point only appreciated 4%. However, this was not the case for residential sales that occurred above $250,000, where an increase in sales activity did not necessarily lead to an increase in prices.

With limited sales above $1,000,000, it's difficult to track trends that apply to this sector of the market. In 2015, we expect the full recovery that has occurred for residential prices under $250,000 to also occur in the $250,000-$500,000 price range. Although sales were up and inventory levels are down for properties sold over $500,000, we may not see a full recovery in this segment of the market until 2016.

Call us today about your home's value. Contact us directly at our Ft. Pierce office 772-461-3250, our South Hutchinson Office 772-464-1324, our Ocean Village Office 772-489-6100, our Port St. Lucie office 772-878-3200 or our North Hutchinson office 772-464-7007. All discussions are strictly confidential.

If you would like to continue getting our quarterly updates, just let us know. Email us at Schlitt@ColdwellBanker.com. We will make sure that a copy is delivered to you quarterly.

All the best,

Linda Schlitt Gonzalez and Steven Schlitt, Owners

HUTCHINSON ISLAND SINGLE FAMILY HOMES YEAR END 2014 COMPARISON TO YEAR END 2013

Price Point	Year	Homes Sold	Current Listings	Month's Supply	Average Price
Under $250,000	2014	40	17	5.1	$176,505
	2013	40	16	4.8	$155,174
	Change	0%	+6%	+6%	+14%
$250,001 to $500,000	2014	42	33	9.4	$340,187
	2013	33	28	10.2	$337,288
	Change	+27%	+18%	-8%	+1%
$500,001 to $1,000,000	2014	13	15	13.8	$659.192
	2013	12	22	22	$646,211
	Change	+8%	-32%	-37%	+2%
Over $1,000,000	2014	1	10	120	$1,050,000
	2013	2	6	35.9	$2,863,908
	Change	-50%	+67%	+234%	-63%
Total	2014	96	75	9.4	$322,579
	2013	87	72	9.9	$354,251
	Change	+10%	+4%	-5%	-9%

HUTCHINSON ISLAND CONDOS
YEAR END 2014 COMPARISON TO YEAR END 2013

Price Point	Year	Condos Sold	Current Listings	Month's Supply	Average Price
Under $250,000	2014	379	172	5.4	$169,421
	2013	373	151	4.9	$163,672
	Change	+2%	+14%	+10%	+4%
$250,000 to $500,000	2014	130	179	16.5	$329,957
	2013	136	114	10.1	$330,257
	Change	-4%	+57%	+63%	-<1%
$500,001 to $1,000,000	2014	40	18	5.4	$612,287
	2013	35	30	10.3	$575,365
	Change	+14%	-40%	-47%	+6%
Over $1,000,000	2014	1	0	0	$1,100,000
	2013	1	0	0	$1,100,000
	Change	0%	0%	0%	0%
Total	2014	550	369	8.1	$241,266
	2013	545	295	6.5	$233.399
	Change	+1%	+25%	+25%	+3%

EXCLUSIVELY PRESENTING:

$899,000
FT. PIERCE BEACH • S. HUTCHINSON ISLAND
1109 Fernandina Street

$750,000
PARAGON • N. HUTCHINSON ISLAND
4400 N. Highway A1A, PH 2

$500,000
OCEANIQUE • N. HUTCHINSON ISLAND
4160 N. Highway A1A

$489,777
ATRIUM • N. HUTCHINSON ISLAND
2900 N. Highway A1A

$399,000
MARINER BAY • N. HUTCHINSON ISLAND
1707 Mariner Bay Boulevard

$329,900
HARBOUR ISLE • S. HUTCHINSON ISLAND
3 Harbour Isle Drive

WE INVITE YOU TO VIEW OUR ENTIRE COLLECTION AT:

FLColdwellBanker.com

Coldwell Banker Paradise
Vero Beach, Florida

PRESORTED
STANDARD MAIL
U.S. POSTAGE PAID
VERO BEACH, FL
PERMIT NO. 36

*********ECRWSSEDDM****

Residential Customer

A SELECTION OF RECENT SOLDS:

Asking Price $764,777 **SOLD for $735,000**
OCEANIQUE • N. HUTCHINSON ISLAND
4160 N. Highway A1A

Asking Price $625,000 **SOLD for $567,500**
GRAND ISLE • N. HUTCHINSON ISLAND
3720 N. Highway A1A

Asking Price $479,000 **SOLD for $479,000**
SEASCAPE II • S. HUTCHINSON ISLAND
2400 S. Ocean Drive

Asking Price $439,000 **SOLD for $412,000**
THE ATRIUM • N. HUTCHINSON ISLAND
3000 N. Highway A1A

Asking Price $229,900 **SOLD for $215,000**
MARINER BAY • S. HUTCHINSON ISLAND
1705 Mariner Bay Boulevard

Coldwell Banker Paradise is the largest real estate brokerage firm in the area, with 9 offices serving St. Lucie, Indian River and Brevard Counties. We are commited to providing the highest level of real estate services to our clients.

FFA | FFA Residential
A Full Service Real Estate Law Firm

For over 60 years our family-owned and operated company has assembled a highly trained and professional sales organization. We have specialists in residential and commercial sales, leasing services for both, as well as a property management division.

COLDWELL BANKER
PARADISE

Whether you are considering buying, selling, leasing or professional management of your property, give us a call. We are open 7 days a week for your convenience.

FT. PIERCE	S. HUTCHINSON	OCEAN VILLAGE	PORT ST. LUCIE	N. HUTCHINSON
772.461.3250	772.461.1324	772.489-6100	772.878.3200	772.464.7007

Volume 15, Number 6

FREE - Take One

COLDWELL BANKER PARADISE

Ed Schlitt Realtors® I Hoyt Murphy Realtors®

See more about this Melbourne Beach Property on page 8

COLDWELL BANKER PREVIEWS INTERNATIONAL

Serving Indian River, Brevard, & St. Lucie Counties

62 Years of Excellence

COLDWELL BANKER PARADISE

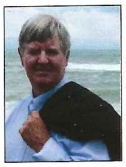
COLDWELL BANKER PARADISE

THE MOORINGS

$2,590,000 Swank remodel completed in 2014. Over 5,000 sf +/-. Well protected deep water dockage. #154079

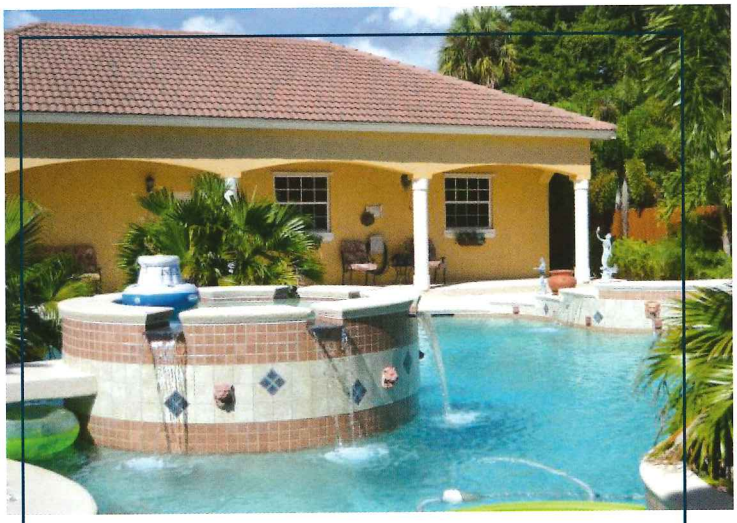
Linda Gonzalez 772-633-6826

MELBOURNE BEACH



$2,499,500 - Oceanfront: A custom designed and built oceanfront estate with ocean and river views on beautiful S. Melbourne Beach near Vero Beach, just a few miles North of Sebastian inlet. #698944

Kevin Kenney 321-446-4249



FORT PIERCE

$2,580,000 Intracoastal mansion and guest home. Main home has 4/4, theater, maids room, balconies. #RX-9988065

The Fraser Team 772-293-1792

HUTCHINSON ISLAND

$1,300,000. Two home oceanfront estate on North Hutchinson Island. Main house with 3 master suites. Guest house 1300 sf. #148915

Jeff & Ginny Mitchell 772-321-3355

MELBOURNE

$995,000 5 acres in gated community. 6BD/4.5 BA. Beautifully appointed. Second building for RV, horses or add 3,000 sf of living space. # 714938

Mike Jaffe 321-258-3443
Bea Linda 321-213-5885

SEBASTIAN

$999,999 - Attn developers/investors. Home on 2.32 AC, w/guest house, pool, pond, & breath-taking river views. Can be sold with adjacent 2.38AC lot listed for $400,000. #147015

Margo Sudnykovych 772-360-6671

TITUSVILLE RIVERFRONT

$1,190,000 -Two homes on property: a 2-story, 6,000 sf home on the river and a 1,600 sf home inland on the western portion of the property. #671827

Richard Webb 321-480-5514

MELBOURNE BEACH

$1,100,000- Tropical Paradise awaits you! Rare 3 acre lot w/ deeded private beach access. #715639

Jeff Richardson 321-863-2969

SEBASTIAN

$895,000 - A rare find in Sebastian, two homes, two pools on this stunning family compound on 4.67 acres, Horses permitted. Great location & close to everything! #153659

Bob Tabor 772-559-1919

VERO BEACH ISLAND

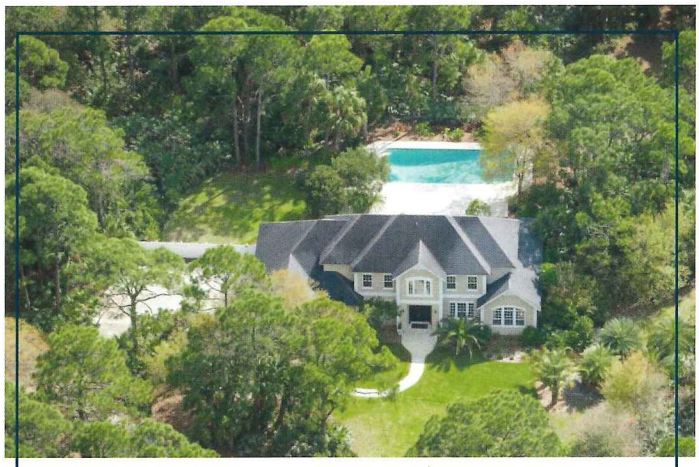
$895,000 - The Moorings Waterfront pool home with boat dock. Tall stone fireplace in living room. Two master suites. #147641

Jeff & Ginny Mitchell 772-321-3355

MERRITT ISLAND RIVERFRONT

$875,000 - 2007 built coast cottage. 5 bedrooms, 4 1/2 baths with private dock on Indian River. # 703650

Paul and Beth Frommann
321-591-0111



MELBOURNE

$825,000 - 3 BR/3 Bath pool home in The Willows exclusive neighborhood of 5 acre lots. #716246

Mike Jaffe 321-258-3443
Bea Linda 321-213-5885

Reach more Buyers with our Regional, National and International Marketing Platforms.

Vero Beach
$789,900 - Gourmet kitchen, wood floors and custom finishes highlight this perfect pool home. Joseph & Joseph 772-643-6824 #154939

Sebastian
$775,000 This one of a kind, fully automated home is controlled from your phone. Luxurious craftsmanship throughout. Joe Beaudoin 772-321-5152 #154934

Micco
$749,000-Beautiful 'Old Florida' riverfront home site, 195 ft of frontage. Newer dock & lift, huge patio, spacious great rm, office. Susan Maitner 772-913-0222 #153822

Vero Beach
$699,000 - Spacious 6 BR home that is situated on 5+ acres of land that could accommodate equestrian use. Joseph & Joseph 772-643-6824 #152245

Vero Beach
$674,900 - Smugglers Cove Spacious beachside pool home. Just one lot from the ocean. Private beach access. Joseph & Joseph 772-643-6824 #154849

Indian River Shores
$675,000 3/3 Located on 1/2 an acre offers privacy and luxury. Dustin Haynes 772-205-1931 #154650

Hutchinson Island
$750,000 Amazing direct oceanfront SE Corner Penthouse condo in Paragon. Sweeping ocean and Intracoastal views. 10ft ceilings, marble floors, fireplace, balcony. Mary Wanzer 772-359-9706 #152056

Hutchinson Island
$725,000 Penthouse oceanfront condo with max upgrades. 2635sq ft / 10ft ceilings. Wood and marble floors, new carpet in bedrooms. Wrap-around East balcony. Jeff Mitchell 772-359-9335 #151085

Hutchinson Island
$700,000 Luxury landmark of Hutchinson Island. Panoramic unobstructed views, rarely available north exposure. Travertine floors, must see! Sergei Goukasov & Belinda Boyd 772-216-7156#153548

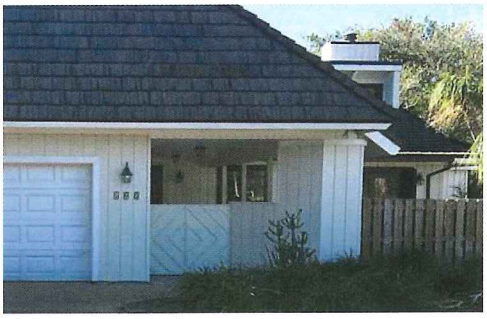
Sebastian
$659,000-Experience grandiose elegance & custom craftsmanship. Easy access to Sebastian's waterfront district. Susan Maitner 772-913-0222 #151310

Indian River Shores
$649,000 Estate Home in Indian River Shores. Large 3 bed with Den, Formal Living and Separate Family Room open to Kitchen Delila McKenna 772-828-0158 #154112

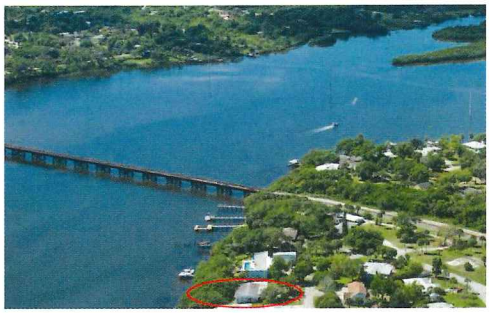
Indian River Shores
$649,900-Indian River Shores-East of A1A-Pool & Spa-Totally Updated-Steps to Beach Kitty Rossetti 585-802-8290 #152400

Grant/Valkaria
$625,000- Welcome to Pine Creek Stables, 7 acres surrounded by over 700 acres of natural Florida. Sandy Nickless 321-693-3006 #718730

Sebastian
$649,999 Unique riverfront home w/ocean access. An example of 'Old Florida' at its best. Susan Maitner 772-913-0222 #103753

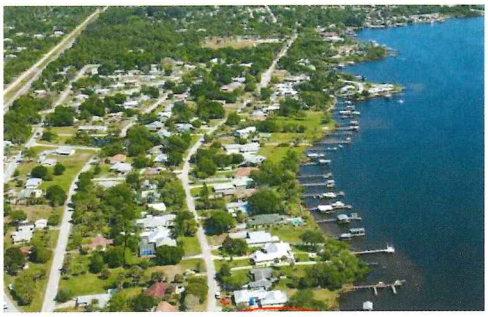


Vero Beach
$549,000 3/2 pool home with private deeded beach access. Joseph & Joseph 772-643-6824 #152706



Micco
$585,000 Beautiful classic riverfront home with stunning view of Sebastian River. Dock lift, Terazzo floors, a must see!! Susan Maitner 772-913-0222 #154371

Vero Beach
$579,900 Located in The Seasons. Amenities: Clubhouse, pool, tennis courts, more Sharon Wininger 772-713-4602 #114696

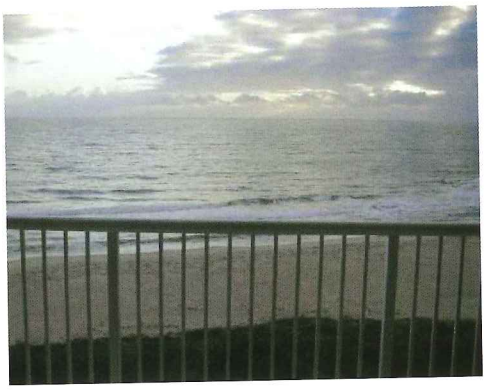


Micco
$585,000 Beautiful classic riverfront home with stunning view of Sebastian River. Dock lift, Terazzo floors, a must see!! Susan Maitner 772-913-0222 #154371

Sebastian
$595,000- 3/3Own a piece of history .This 1.3 Acre estate sits directly on the river with a tidal pond. Joseph & Joeseph 772-643-6824 #150935

Vero Beach
$529,900- 4/3/2.5, granite counters, s/s appliances. bathroom counters are marble. Ben Bryk 772-713-9455 #153787

Melbourne Beach
$539,000- Beautiful Executive Waterfront Home 4/3/2 with dock and deeded private boat slip with lift. Lynda Rippolone 321-591-5135 #717885



Hutchinson Island
$569,000-NE corner unit w/ panoramic views over Atlantic beach. Sharon Wininger 772-713-4602 #101348

Hutchinson Island
$520,000 3/2/1 w/ ocean views. Great ocean-front views from 9th floor. Tile floors, crown molding, lots of cabinet space. The Fraser Team 772-812-3300 #154030

Vero Beach
$524,900 gorgeous home in Rosewood Court. Four bedrooms and 3 full baths. The pool patio is the center of the home Ben Bryk 772-713-9455 #153787

Vero Beach
$515,000- Old Savannah, immaculate home w/ bright open floor plan. Dave Mutters 772-532-3292 #151013

Hutchinson Island
$500,000 - Oceanfront luxury condo on the 6th floor. Wonderful view! Jeff Mitchell 772-359-9335 #RX-10097295

Vero Beach
8/6/2 $500,000-Short Sale, Bank approved. 4.29 Acres, 2nd Parcel. 2 Guest Houses. Ken Bradley 772-538-9981 #137775

Vero Beach
$475,000 Silver shores, Triplex. Cash flow opportunity for investor or for resident/owner. Steve Tarshis 845-987-4663 #154792

Melbourne Beach
$460,000- Wonderful Indian Landing Ocean to River gated community 3/3/2. Courtyard pool home. Lisa Goddard 321-890-2432 #714173

Vero Beach
$450,000 2/2.5 Beautiful Oceanfront Condo. Ocean Views. Large covered balcony to enjoy the sunrises. Melanie Gonzalez 772-231-4880 #150845

The Leader on the Treasure and Space Coasts: Our Marketing Makes the Difference

Hutchinson Island
$520,000 Ocean Pearl Condo. Beautiful 3/2.5/1 Ocean Front condo with large balcony. New carpet, very spacious, Fraser Team 772-812-3300 #RX-10105784

Micco
$450,000-Hydroponic Farm 4 bedroom/2.5 baths. Family farming business. Mike Smith 321-499-3215 #713068

Fort Pierce
$579,900-Amazing opportunity to live in this ocean and river access community. 4/3/2 awesome open floor plan. Ken Fraser 772-293-17292 #155598

Sebastian
$449,000-Beautiful home w/resort style pool & pavillion. Exquisite amenities in the main home. Susan Maitner 772-913-0222 #147531

Titusville
$445,000 - La Cita Golf & Country Club Beautiful 4 bedroom 3.5 bath on 7th hole. Nicely appointed, beautiful water view. Richard Webb 321-480-5514 #716419

Melbourne Beach
$414,900- Desireable Indian Landing Jamaican model 3/2 block home in gated river to ocean community. Lisa Goddard 321-890-2432 #716939

Vero Beach
$413,900-Excellent condition custom 4Br, 3Ba, Solar heated pool & Spa plus 1/2 acre lot. David Mutters 772-532-3292 #152371

Indialantic
$399,999 Executive pool home short walk to river or ocean. Must see property #714697 Diane Wilson 321-693-0304

Vero Beach
$399,900-Charming Oceanviews from Living & Bedroom windows. Central Beach across from Boardwalk. Deborah Lyon 772-321-1775 #144372

Fort Pierce
$395,000-:Beautiful panoramic Ocean/Intra-coastal views from this 7th floor 2/2 Bath well maintained furnished condo. Cheryl Brush 772-359-7706 #RX-10136714

Vero Beach
$399,000- Beauty! 3/2/2 CBS home, steps to ocean. Kitty Rossetti 585-802-8290 Artie Palermo 766-6616 #154359

Vero Beach
$230,000- 3 BR pool hm on lake. barreled tiled roofs. Jim Daly 772-480-1075 #155678

Vero Beach
$389,900- 4/3 pool hm, lush landscapes. Joseph & Joseph 772-643-6824 #152311

Vero Beach
$389,000-Stunning 4/2.5/3 Lakefront home with salt water pool on large lot. A Must See! Jeanne Wurzburger 772-713-3246 #154204

Vero Beach
$365,000-Lakefront pool home at end of a cul-de-sac with over 3,000 SF & 3-car garage. Joseph & Joseph 772-643-6824 #151233

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Sebastian
$360,000 Beautiful pool home in Sebastian Riverfront district. Over an acre, 4 car garage, garden setting Susan Maitner 772-913-0222 #154442

Sebastian
$149,995. Mint 3/2/2 on double lot. Over 1400 Sq ft under Air. Joe Beaudoin 772-321-5152 #155675

Vero Beach
$339,500- Over 3000sf, covered back porch overlooking stocked pond. Ilene Victor 772-633-1140 #152663

Vero Beach
$339,000- Elegance! 3 bed, 2 bath w/office. Unique covered patio. Ilene Victor 772-633-1140 #149155

Sebastian
$339,000-Stunning 3/3/3 Lake front home in Collier Creek. Elegance through out! Susan Maitner 772-913-0222 #138458

Sebastian
$339,000-Custom built Collier Club golf course home. Beautifully upgraded 4BR, 2 Bath, oversize garage. Custom Kit w/Granite. David Mutters 772-532-3292 #154954

Rockledge
$339,000 3/3 This home will give all any family needs. 2 master bedroom suites. Elaine Sandler 321-720-7428 #723700

Vero Beach
$335,000- 4/3/2 Pool home, New Kitchen. Lush Landscape. Great Location. Nancy Marrero. 772-559-7282 #150460

Grant
$329,000-Home on pristine island. Adjacent canal front lot w/dock & lift available separately. Janice Gross 772-571-7958 #146423

Vero Beach
$325,000-3340 Sq.Ft/AC 5 Bedroom home with 3 Car garage and so much more. Deborah Lyon 772-321-1775 #152279

Sebastian
$325,000 Pool home in Sebastian's premier "Old Florida" luxury waterfront community. Original owner. Susan Maitner 772-913-0222 #154007

Vero Beach
$315,000-South lakefront 3 bed 3 bath plus office. 2018sf Oakmont model. Ginny Mitchell 772-321-3355 #147627

Vero Beach
$315,000- Upgraded lake front pool home. Wood floors and low HOA. Vance Brinkerhoff 772-913-3426 #152178

Vero Beach
$312,500 OAKMONT ORIGINAL MODEL nicely upgraded tile, crown molding, garage built-in, screened entrance, with private back yard. Deb Lyon 772-321-1775#153638

Sebastian
$310,000-2 masters, jetted garden tub, stainless appliances. Vance Brinkerhoff 772-913-3426 #150233

Sebastian
$299,000 Beautiful CBS 4 Br pool home on double lot w/room for RV/Boat parking. Upgrades throughout. Susan Maitner 772-913-0222 #154388

Vero Beach
$299,000- 3/2, new pool heater, CBS home with many upgrades. Jim Johnson 772-563-3027 #154846

Palm Bay
$299,000 Located on the first hole of the pristine Major's Golf course, this custom built home features 4 bedrooms PLUS den Sandra Nickless 321-951-3300 #724151

Rockledge
$298,600 4/2/2 Close to all you need then come home to your private pool and sanctuary Elaine Sandler 321-951-3300 #722516

Sebastian
$297,000-Collier Creek Estates-Well maintained 3/2/2 home on .65 acres. 2013 Trane AC unit. Steve Borenz 772-925-9277 #152111

Vero Beach
$295,000- Great 5br/4ba/3car gar with many upgrades. A must see! Jeanne Wurzburger 772-713-3246 #154018

Melbourne
$292,000 4 Bedroom POOL home offers attention to detail throughout. Diane Wilson 321-693-0304 #724849

Sebastian
$290,000 - CUSTOM 4/3/2 CBS, Pool, on 127X125 lot! This home has 3 Central A/C units! Warranty Plan! Steve Borenz 772-925-9277 #148497

Vero Beach
$290,000- Oak Chase. 3/2/2 on large lot. Cozy fam room. Laurie Blakelock 772-532-2706 #149211

Melbourne Beach
$289,000- Townhome one lot from the intercoastal waterway. 3/2.5/2 with cathedral ceilings. Bud Mutterer 612-644-2332 #718484

Vero Beach
Vero Largo $289,000 Beautiful 4/3/2 custom home with the highest level of craftsmanship. Open floor plan, gourmet kitchen and much more! Susan Maitner 772-913-0222 #155027

Melbourne
$285,000- 4/3/2 this home is canopied by wonderful trees, shaded from the summer sun. Jim Warburton 321-795-1885 #720274

Vero Beach
$275,000-Peaceful lake views. 4 bedroom, 3 bath on 1/3 acre. Nancy Marrero 772-559-7282 #150420

Vero Beach
$279,000- Beautiful acre in Mira Flores! 3/2/2 + 800 sqft detached wkshp/garage. Mike Boyd 772-633-3522 #154269

Vero Beach
$269,000 3/2 pool home in Indian River Farms on large lot, updated kitchen.Joseph & Joseph 772-643-6824 #152668

Vero Beach
$264,900- Beautiful custom home in Falcon Trace. Joseph & Joseph 772-643-6824 #154383

Vero Beach
$259,000-Built in 2011 4/2.5/2, plus loft! Spacious home on lake in gated pool community. Margo Sudnykovych 772-360-6671 #151080

Vero Beach
$264,900- 4/3/2 Great neighborhood, shopping and dining. Joseph & Joseph 772-643-6824 #155021

Vero Beach
$259,900- Just built! 3/2/2 pool home in central Vero Beach. Joseph & Joseph 772-643-6824 #151888

Vero Beach
$250,000-Move-in ready w/granite countertops, new appliances, fresh paint. Joseph & Joseph 772-643-6824 #148884

Sebastian
$249,900- Charming MGB pool on canal. Oversized lot. Covered patio. Karen Conrado 772-643-1724 #154569

Grant/Valkaria
$249,000 3/2/3 lovely lakefront home on 2.5 acres. Private location, close to everything. Susan Maitner 772-913-0222 #719090

S. Hutchinson Island
$249,900- Tropical island home features open floor plan, close to beach, Mike Dahan 772-461-1324 #RX-10130007

Sebastian Highlands
$242,000 Beautiful canal front3/2 home in the heart of Sebastian. Marc Gingras 772-321-3916 #155512

Vero Beach
$239,000 Vero living at its finest! This penthouse unit overlooking lake & fountain. Andrew Gonzalez 772-633-7512 #154635

Vero Beach
$229,900- Imm 3/2, new a/c sys & Thermopane windows. Huge lanai w/hot-tub. Mike Boyd 772-633-3522 #152710

Indialantic
$239,900 3/2/1 Right between the river and ocean, just a short walk to either! Diane Wilson 321-693-0304 #720845

Vero Beach
$219,995-4/2/2 CBS custom pool home over 2100 under AC!! Joe Beaudoin 772-321-5152 #150908

Vero Beach
$115,000 3/2/1 Nice Villa with pool, clubhouse, fitness center, etc Wurzburger 772-713-3246 #155662

Vero Beach
$227,500- Peace, serenity, with 1.2 acres in well sought after Windover Farms. Elaine Sandler 321-720-7428 #725317

Vero Beach
$219,500- Spacious 5bed/3ba in gated comm. Vance Brinkerhoff 772-913-3426 Jim Johnson 772-563-3027 #154189

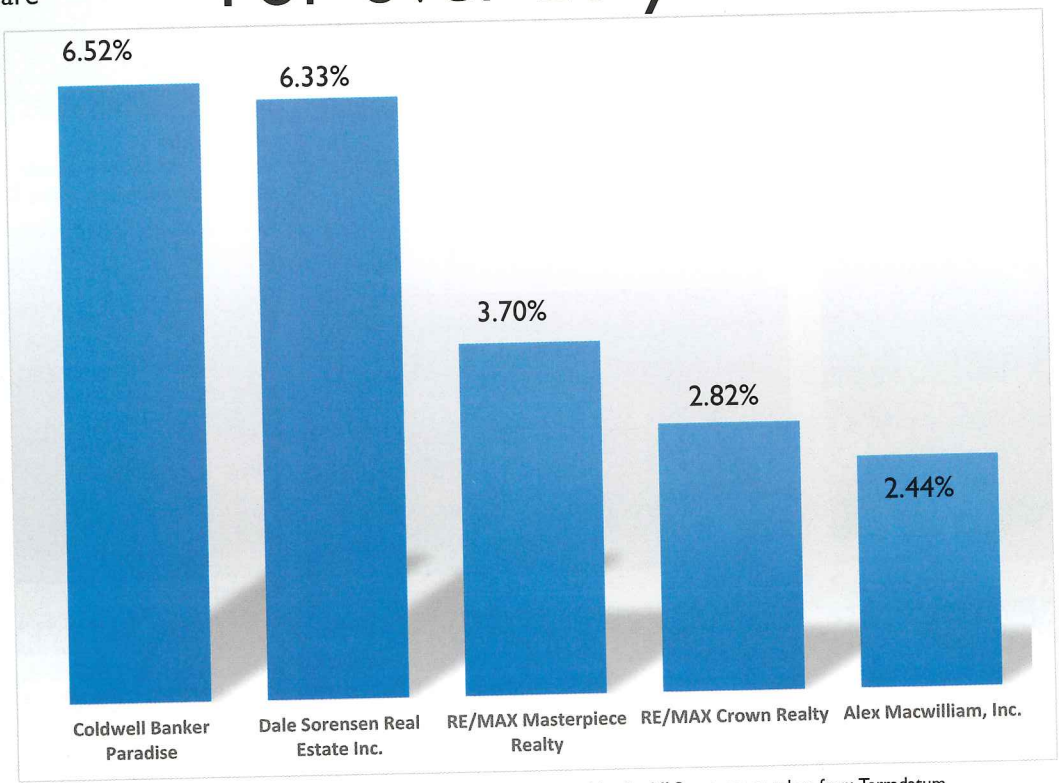
Vero Beach
$219,000- 2/2 shows like a model. Perfect for winter resident! Great layout! Ilene Victor 772-633-1140 #151018

Sebastian
$219,000 3/2/2 New paint inside and out, new appliances, new landscaping, plus much more in this home with many appealing interior design features. David Mutters 772-532-3292 #153498

COLDWELL BANKER PARADISE

#1 in Properties Listed & Sold For over 20 years.

Market Share



*Based on number of homes listed and sold as reported by the MLS systems as taken from Terradatum in Indian River, St Lucie and Brevard Counties from 4/8/1995-4/8/2015.

Our Comprehensive Online and Print Marketing works 365/24/7 to Sell your Property.

Vero Beach
$217,500-Split plan 3 bedroom 2 bath 1724 sqft. Fresh paint inside & out. Ginny Mitchell 772-321-3355 #152816

Vero Beach
$214,900 Large 4 BR home is only 4 miles to the beach, Built in 2006, CBS. Joseph & Joseph 772-643-6824 #153872

Vero Beach
$210,000- Beautifully decorated 3bed hm, low HOA, pvt back yard. Jim Daly 772-480-1075 #154588

Vero Beach
$204,900 Ideal home in the heart of Vero Beach. Fenced yard, big pool, room for children & pets. Susan Maitner 772-913-0222 #154003

Vero Beach
$200,000-Short sale 2006 home in gated Legend Lakes. Ginny Mitchell 772-321-3355 #152731

Sebastian
$204,995-Mint! Lakefront 4/2/2 Totally remolded to beach like quality. Joe Beaudoin 772-321-5152 #152918

Vero Beach
$200,000- 3/2, natural gas comm, tile in living areas. Vance Brinkerhoff 772-713-3426 #154984

Sebastian
$199,900-Beautiful 3/2/2 in Collier Club. Vol Ceilings & tile thru out! Main area opens to a 33x21 tiled patio. Lynda Murphy 772-913-0725 #151259

Vero Beach
$199,900-Beautiful Morrow Bay pool home model by Holiday Builders. Over 2000 sq. ft. Dominic Dimaria 772-453-3263 #152622

Vero Beach
$199,000-Amazing value and quality construction. Upgrades. Kathy Nystrom 772-559-1148 #148911

Vero Beach
$199,000-Pointe West 3/2/2 Upgraded Kitchen Cabinets, gas stove. Linda Gonzalez 772-559-7367 #150713

Vero Beach
$197,500- Oversized cnr lot, screened porch w/bbq paver patio. Vance Brinkerhoff 772-913-3426 #154176

Sebastian
$190,000-Ameron Built 2005, 3/2/2 on a beautiful lot. Dominic DiMaria 772-453-3263 #152555

Palm Bay
$189,900 - 3/2/2 screened pool home on a corner lot! Sarah Munkacsy 321-890-2382 #721126

Vero Beach
$188,900 3/2/2 Lakefront townhome in gated community. Tile 1st floor. Move in ready. Dustin Haynes
aynes 772-205-1931 #152807

Vero Beach
$179,900 - 3/2.5/2 spacious 2 story home. Margo Sudnykovych 772-360-6671 #148988

Sebastian
$172,500- Home ready to move in! High ceilings, open floor plan. Mike Boyd 772-633-3522 #154419

Vero Beach
$175,000- Privately situated, spac 3/2 HOA incl landscpe, lawn care, irr. Jim Daly 772-480-1075 #154820

West Melbourne
$174,900- Premier Location in Compass Pointe 55+ community. 3/2/2 with lots of light with wonderful views! Michael Belcher 305-798-1564 #717234

Vero Beach
$170,000- 3 bed piece of paradise privately situated, light/airy kitchen. Jim Daly 772-480-1075 #148381

Vero Beach
$170,000- 2/2/1, no assoc fees, beautiful and well maint. Margo Sudnykovych 772-360-6671 #154892

Micco
$169,999 Old Florida home on large .65 acre lot. Lots of potential. Marc Gingras 772-321-3916 #154575

Micco
$165,000- Secluded cozy house with 25ft of river frontage. Not a cookie cutter. Susan Maitner 771-913-0222 #153092

Vero Beach
$169,000- 3/2, family neighborhood, well maintained. Mike Boyd 772-633-3522 #154863

Vero Beach
$163,000 3/2/2 Beautiful concrete block home in great community. Dustin Haynes 772-205-1931 #153429

Vero Beach
$166,900- Move in condition, wood floors and nice upgrades. Ilene Victor 772-633-1140 #151892

Sebastian
$151,000 Pool home on large lot! 3/2/2 in a great location. Must see! Close to river, shopping & restaurants. Dominic DiMaria 772-453-3263 #154659

Vero Beach
$159,900- Vero Beach. 2/2/2 home w/ plenty of space. Excellent comm. Mike Boyd 772-633-3522 #150809

Sebastian
$159,900-Rare find, 4 bedroom, 3 bath w/2 master suites huge Fl. Rm, spacious kit. Susan Maitner 772-913-0222 #153248

Vero Beach
$156,900- Vero Beach 2/2 Perfect for northern buyer. Super clean. Ilene Victor 772-633-1140 #151169

Sebastian
$159,900 2/2 Villa with 2 car garage, screen enclosed courtyard with pool. Great buy, Must see! Bob Tabor 772-559-1919 #155643

Vero Beach
$150,000 Large home on an acre lot. Sunken LR w/ fireplace. Great Potential Judy Landgrave 772-388-6320 #154430

Sebastian
$149,900-Furnished 2br+ den could be 3rd br, 1,500 SF. Jackie Hatter 772-766-5895 #152509

Vero Beach
$149,261-Short Sale. 4 bedroom home in Majestic Oaks. Ron Cochran 772-321-4220 #152839

Vero Beach
$147,500 2/2/2 Waiting for your loving touches to make it cozy once again. Deb Lyon 772-321-1775 #154806

Vero Beach
$139,900 4/2/2 Lowest priced 4 bedroom home in the county! Overall good condition. Nice floor plan. Mike Boyd 772-633-3522 #154401

With Coldwell Banker Paradise you Can Feel Confident that You Have Partnered with the Best.

Sebastian
$139,900 Screened lanai/pool. New kitchen S.S. appliances. Sherry Carrigan 772-532-5198 #155130

Palm Bay
$142,900 3/2 Beautiful and totally ready for new Owner. Upgrades Galore. Elaine Sandler 321-720-7428 #724250

Vero Beach
$140,000-4 Bedroom, 3 Bath townhouse. Deborah Lyon 772-321-1775 #152016

Vero Beach
$133,900- 4/2/1 Perfect for families or 1st time buyer! Huge fenced backyard. Robyn Neudeck 772-559-9400 #153768

Sebastian
$129,900-River Run 2/2 Condo. Lakefront unit with 1500 sqft , Marina view. Marc Gingras 772-321-3916 # 150883

Vero Beach
$139,895- 3/2/1, remodeled in 2008. Tiled patio, new kit appliances. Ben Bryk 772-713-9455 #151050

Vero Beach
$139,489- 2bed/2ba/2car gar villa near everything! Ron Cochran 772-321-4220 #153143

Vero Beach
$124,900- Lovely cbs 3bed/2ba, fenced, quiet St. Pat Golden 772-559-8565 Ron Cochran 772-321-4220 #153055

Vero Beach
$124,900- 3/2/1, large lot w/fruit trees, pool. Artie Palermo 772-766-6616 #154763

Cocoa
$129,900 4/2/1 Horses welcome! Close to Disney, KSC. Spacious 2300sf home on 1+ acres lot. Tom Englert 321-631-9344 #719124

Vero Beach
$129,000- Vero Beach downtown, 2/1 tile in all rooms. Margo Sudnykovych 772-360-6671 #148171

Vero Beach
$119,000-Beautifully updated w/ granite countertops, wood cabinets. Judy Landgrave 772-696-5347 #152901

Vero Beach
$119,000- Affordable Paradise! 2 1.5 bath. Dock for 25' boat, kayak launch. Jeanne Wurzburger 772-713-3246 #154551

Sebastian
$119,000- Painted inside/out 3/2/1 on cnr lot w/ cvrd porch. Jeanne Wurzbuger 772-713-3246

David Lerer, Mortgage Advisor
"Yo hablo Espanol"
321-663-6736
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152430	$130,000
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153078	$129,500
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151610	$120,000
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153487	$115,000
153474	$110,000
148594	$104,900

Trust Your Home to #1

COLDWELL BANKER

PARADISE

#1 Properties Listed & Sold For 20 years

*1. Based on number of homes listed and sold as reported by the MLS systems as taken from Terradatum in Indian River, St Lucie and Brevard Counties from 4/8/1995-4/8/2015.

#1 Nationally in sides and dollar volume.

*2. From Real Trends 500, Coldwell Banker Real Estate was ranked #1 for dollar volume.

#1 On the Treasure Coast for Units Sold

*3. Based on Real Trends 500, Coldwell Banker Paradise was the #1 real estate company on the Treasure Coast for sides and units closed.

#1 Real Estate Brand online.

*4. According to Nielsen NetRatings Jan-Dec 2014.

#1 Most Influential Real Estate Brand Online.

*5. From Klout as of 12/31/14

LOCAL REAL ESTATE LEADERS GLOBAL MARKETING PRESENCE

VERO BEACH MAINLAND	VERO BEACH ISLAND	SEBASTIAN MAINLAND	INDIALANTIC BREVARD	NORTH HUTCHINSON	OCEAN VILLAGE	HUTCHINSON ISLAND	FT. PIERCE MAINLAND	PORT ST. LUCIE
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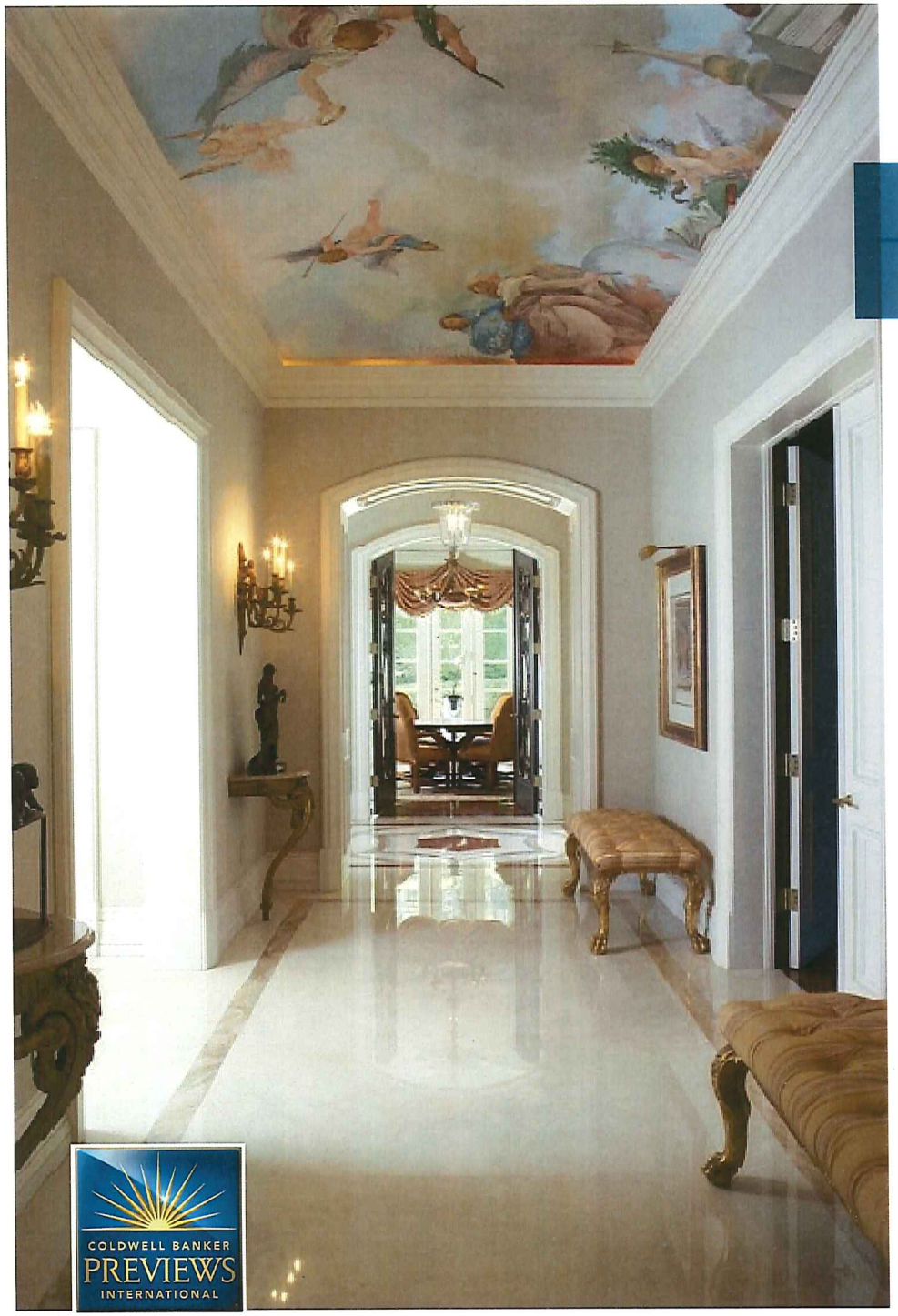
THE RIGHT REPRESENTATION

MAKES ALL THE DIFFERENCE



A LEADER IN REAL ESTATE

COLDWELL BANKER INTERNATIONAL

Extraordinary properties require extraordinary marketing. This very principle has been the foundation of the Coldwell Banker International program for over 100 years. Today, the **Previews®** name is synonymous with luxury and prestige – a badge worn by thousands of Previews Property Specialists worldwide who offer their discerning clients the history, experience, global network, marketing leadership, and trust of one of real estate's most iconic programs.

One of Real Estate's Most Iconic Programs

Backed by the full resources of the Coldwell Banker International program, your agent brings an unmatched combination of real estate expertise, sophisticated marketing tools and powerful international connections to deliver the results you desire. From global print advertising to digital platforms, your agent works tirelessly to develop strategic sales and marketing programs that will attract the most-qualified luxury homebuyers to your home…whether they are five miles/km away or 5,000 miles/km away.

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KNOWLEDGE IS THE DIFFERENCE.

GLOBAL IS THE DIFFERENCE.

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Ecuador
Egypt
France
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Indonesia
Ireland
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Jamaica
Malta
Mexico
Monaco
Peru
Puerto Rico
Romania
Spain
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St. Maartin
St. Martin
Turkey
Turks & Caicos
United Arab Emirates
Venezuela
Virgin Islands (British)**
Virgin Islands (U.S.)***

OPENING SOON
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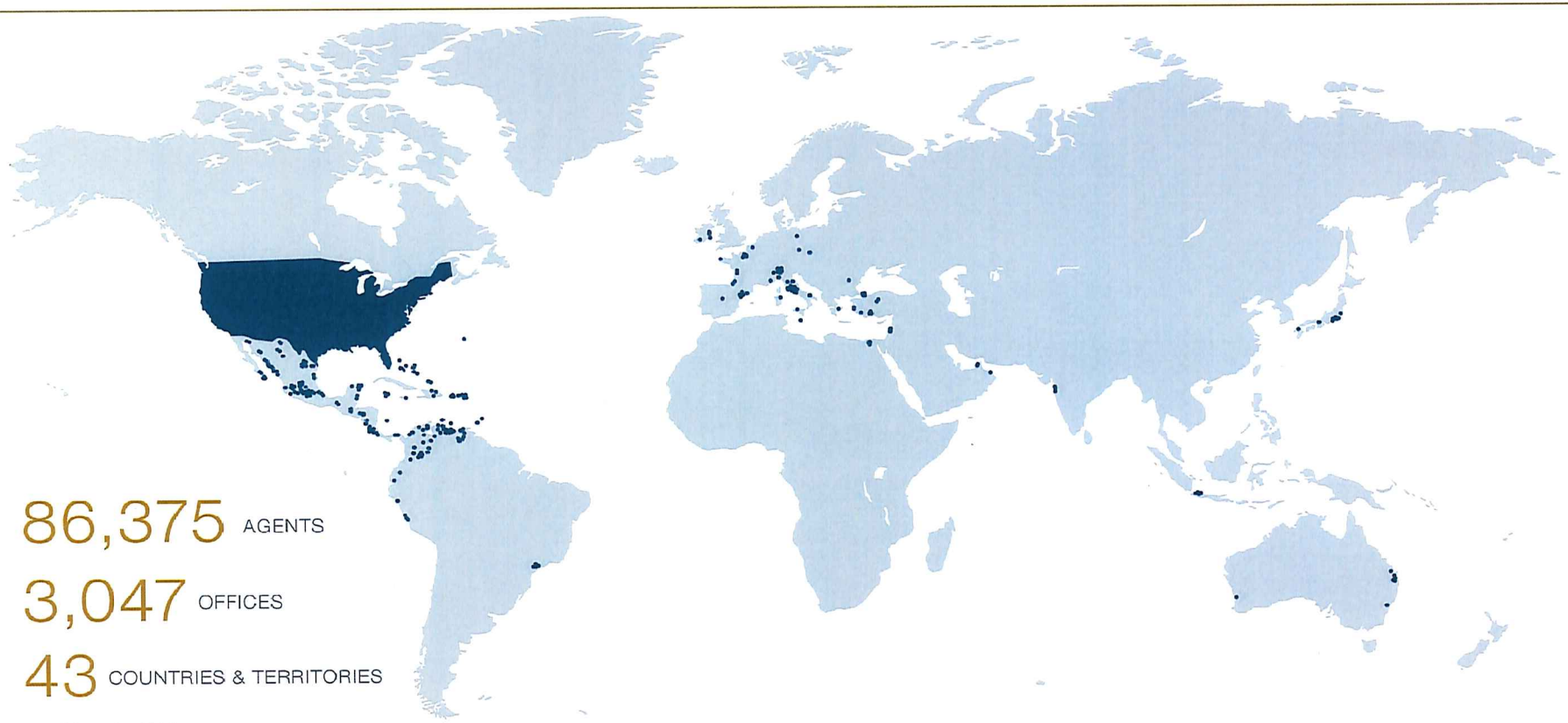
Saudi Arabia
Thailand

*Cayman Islands consists of the islands of Grand Cayman, Cayman Brac, and Little Cayman.
**British Virgin Islands consists of the islands of Anegada, Jost Van Dyke, Tortola, Virgin Gorda, along with additional smaller cays and private islands.
***U.S. Virgin Islands consists of the main islands of St. Croix, St. John, St. Thomas, Water Island, plus several additional small islands.



86,375 AGENTS

3,047 OFFICES

43 COUNTRIES & TERRITORIES

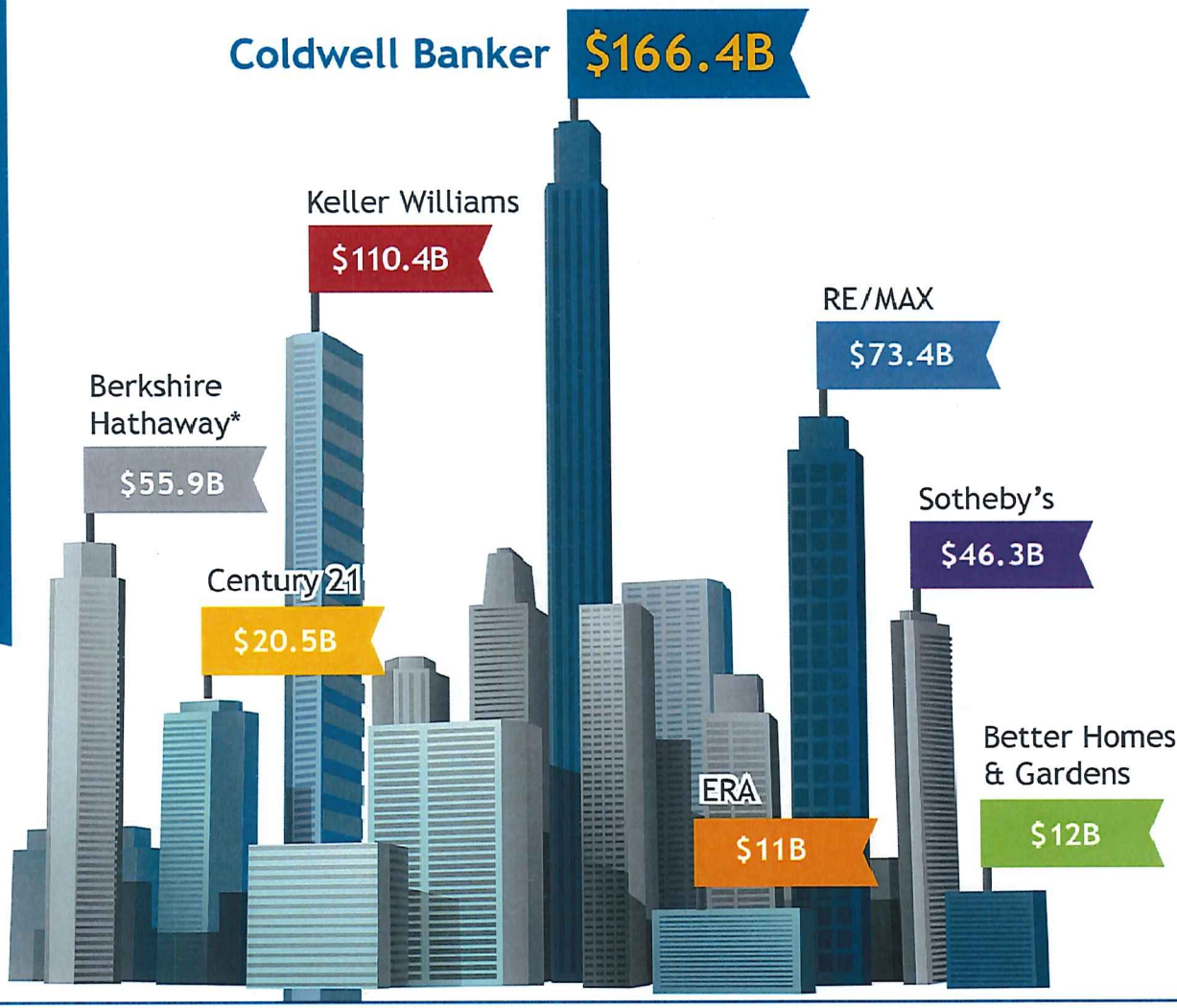
(As of November 2014)

COLDWELL BANKER PARADISE

The Coldwell Banker® Network

RANKED NUMBER ONE

in Sides and Dollar Volume



Dollar Volume in Billions

* Berkshire Hathaway includes dollar volume from Prudential Real Estate

** Source: Real *Trends* 500

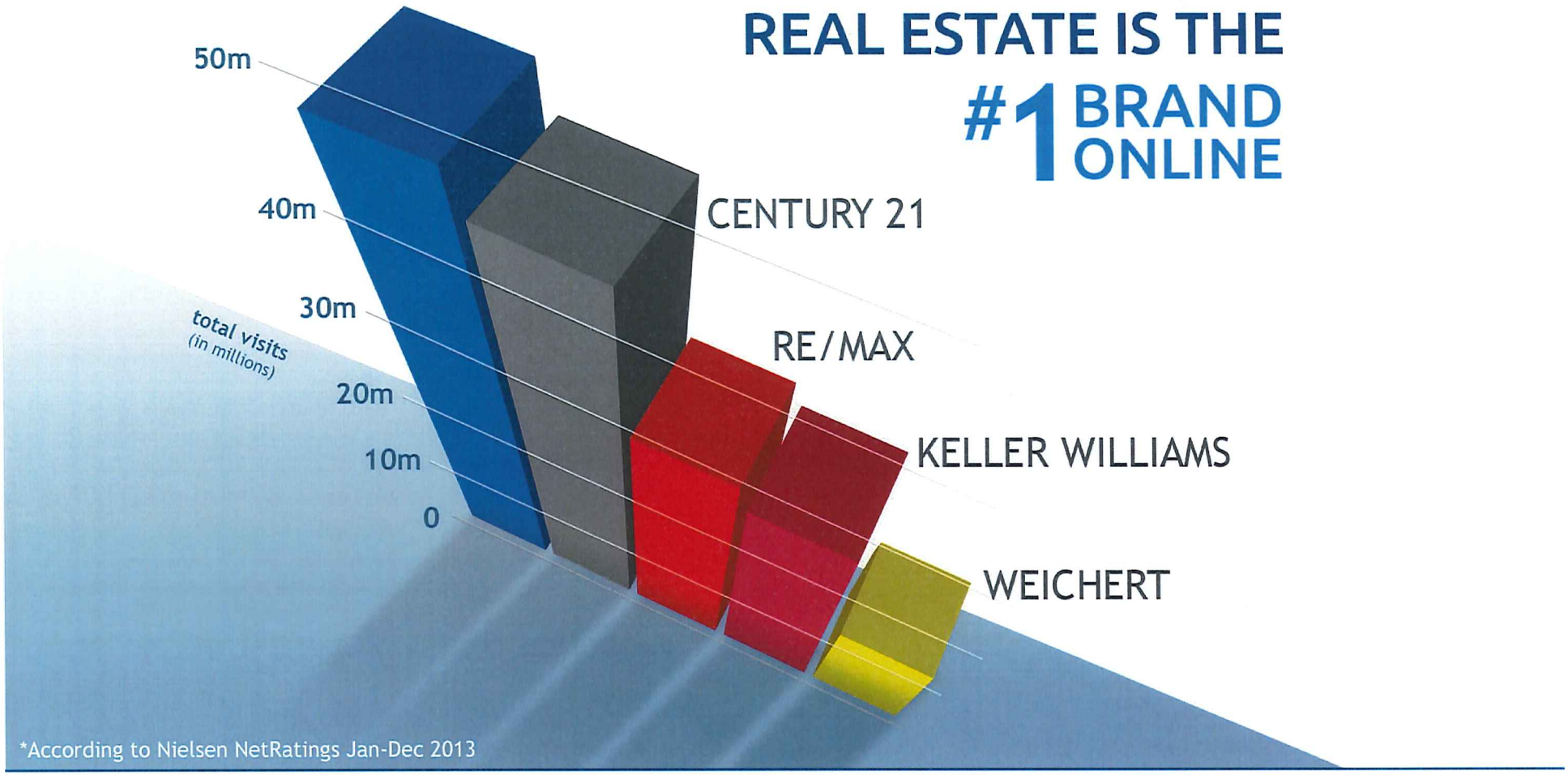
#1 Nationally

IN SIDES AND DOLLAR VOLUME.

From Real Trends 500, Coldwell Banker Real Estate was ranked #1 for dollar volume.

COLDWELL BANKER PARADISE

COLDWELL BANKER REAL ESTATE IS THE #1 BRAND ONLINE



#1 REAL ESTATE BRAND ONLINE

According to Nielsen NetRatings Jan-Dec 2014.

#1 MOST INFLUENTIAL REAL ESTATE BRAND ONLINE

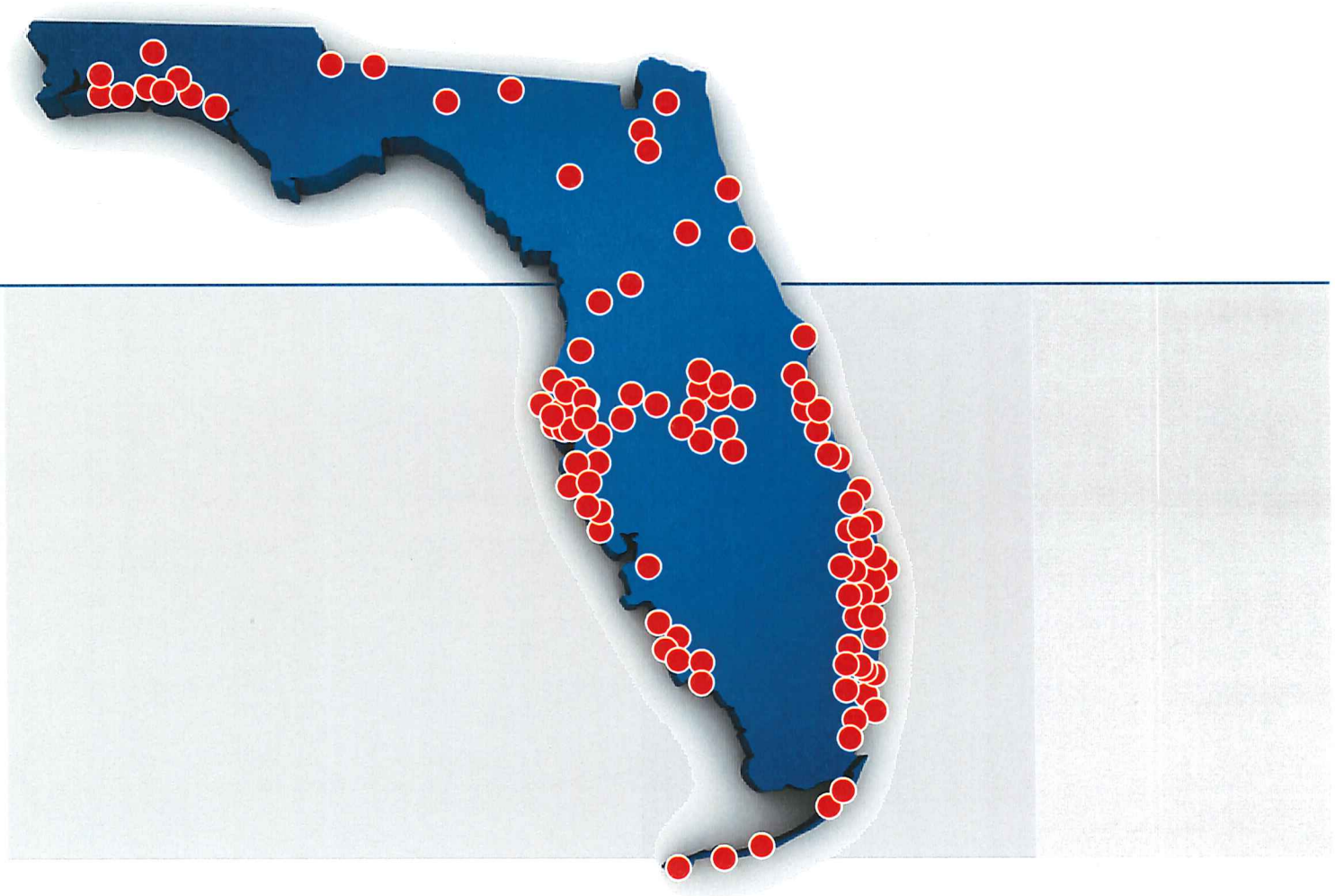
From Klout as of 12/31/14

COLDWELL BANKER PARADISE

THE COLDWELL BANKER BRAND IS

#1 IN FLORIDA

WITH OFFICES *EVERYWHERE*



COLDWELL BANKER PARADISE

COLDWELL BANKER PARADISE IS

#1 IN OFFICES

IN BREVARD, INDIAN RIVER AND ST. LUCIE COUNTIES

NINE OFFICES:

COVERING ALL THE
TREASURE & SPACE COASTS

VERO BEACH
ISLAND PREVIEWS
4625 Hwy. A1A
Vero Beach, FL 32963
772-231-4880

VERO BEACH
1950 Hwy. US 1
Vero Beach, FL 32960
772-778-2029

SEBASTIAN
1209 Hwy. US 1
Sebastian, FL 32958
772-589-7777

N. HUTCHINSON
4007 N. Hwy. A1A
Ft. Pierce, FL 34949
772-464-7007

S. HUTCHINSON
221 S. Ocean Dr.
Ft. Pierce, FL 34949
772-461-1324

OCEAN VILLAGE
100 Mainsail Dr.
Ft. Pierce, FL 34949
772-489-6100

FT. PIERCE
411 N. US 1
Ft. Pierce, FL 34950
772-461-3250

PORT ST. LUCIE
7202 S. US 1
Port St. Lucie, FL 34952
772-878-3200

BREVARD
232 Fifth Ave.
Indialantic, FL 32903
321-951-3300

COLDWELL BANKER PARADISE

COLDWELL BANKER PARADISE IS

#1

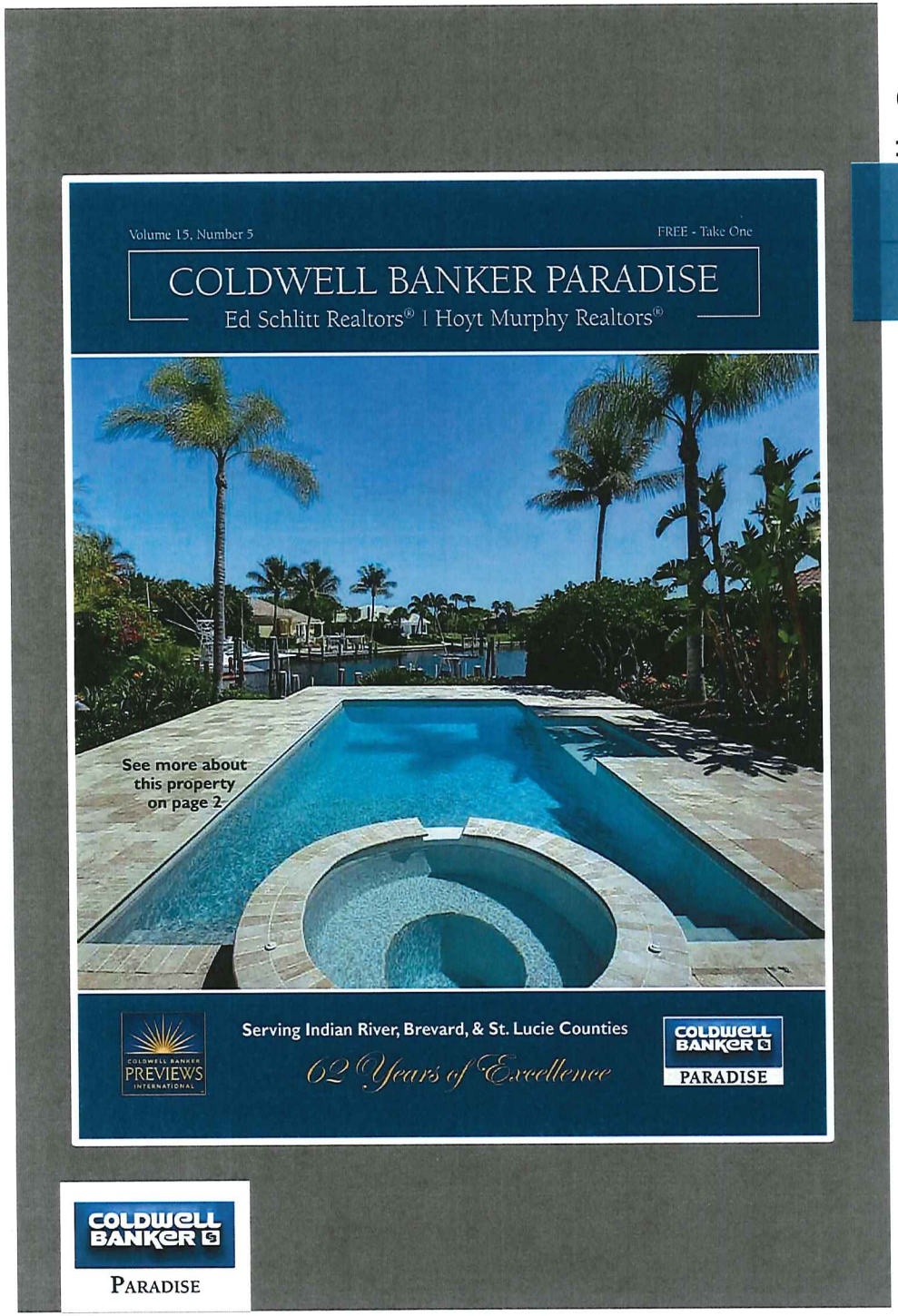
IN PROPERTIES LISTED & SOLD

SERVING INDIAN RIVER, ST. LUCIE, AND BREVARD COUNTIES SINCE

1953

*1. Based on number of homes listed and sold as reported by the MLS systems as taken from Terradatum in Indian River, St Lucie and Brevard Counties from 4/8/2010-4/8/2015.

COLDWELL BANKER PARADISE



COLDWELL BANKER PARADISE IS

#1 IN THE AREA

BECAUSE OF OUR MARKETING

COLDWELL BANKER PARADISE BUYERS GUIDE

CIRCULATION OF

75,000+

OUTSIDE WRAP MONTHLY IN

TREASURE COAST NEWSPAPERS

PUBLISHED MONTHLY IN

FLORIDA TODAY

DISTRIBUTED IN RACKS FROM
TITUSVILLE TO MIAMI

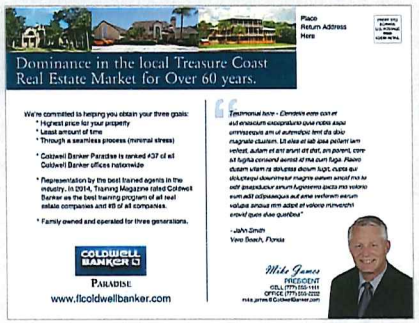
COLDWELL BANKER PARADISE IS#1 BECAUSE

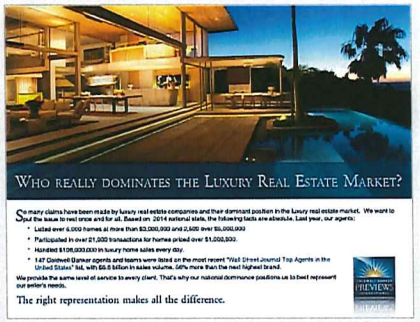
WE ARE *EVERYWHERE*

IN BREVARD, INDIAN RIVER AND ST. LUCIE COUNTIES

LUXURY PUBLICATIONS

DIRECT MAIL





COLDWELL BANKER PARADISE

COLDWELL BANKER PARADISE IS
#1 IN THE AREA BECAUSE OF OUR

MOBILE MARKETING

Marketing you home requires a complete 360-degree approach. It is why the newly designed ColdwellBanker.com and complementing mobile platforms have been engineered with every perspective in mind. Because no one knows your home better than you, we've made it possible for you to share you own photos, videos, and stories – the personal touches that make your home truly stand out online. Meanwhile, buyers are able to invite family and friends to join in on this most important decision-making process in addition to providing the agent with real-time comments. It all works together to provide our agents with the most knowledge and biggest picture possible – to empower them with everything they need to sell your home at the price it deserves.

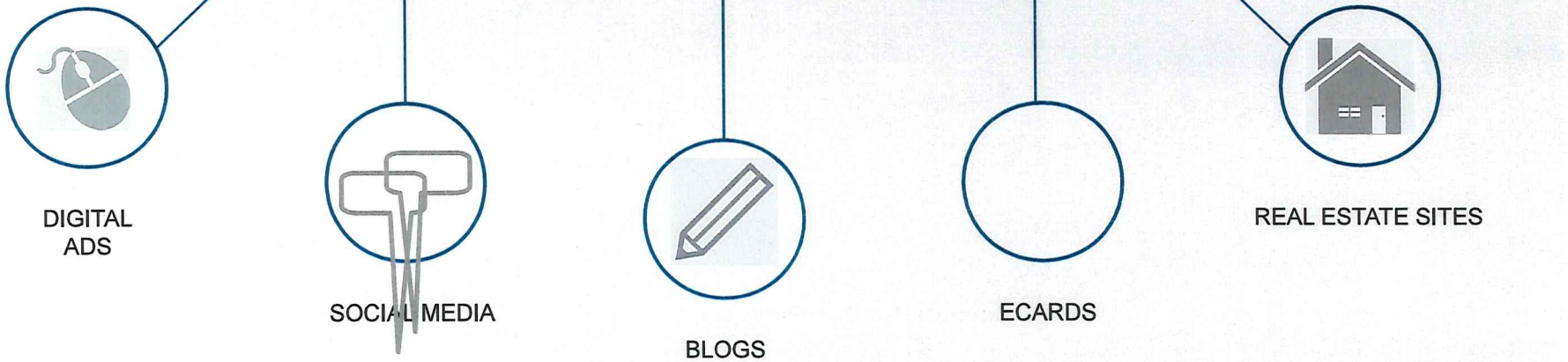
COLDWELL BANKER PARADISE

COLDWELL BANKER PARADISE IS#1 BECAUSE

WE ARE *EVERYWHERE* ONLINE

PRESENTING...

YOUR HOME TO THE CYBER NEIGHBORHOOD



COLDWELL BANKER PARADISE

COLDWELL BANKER PARADISE

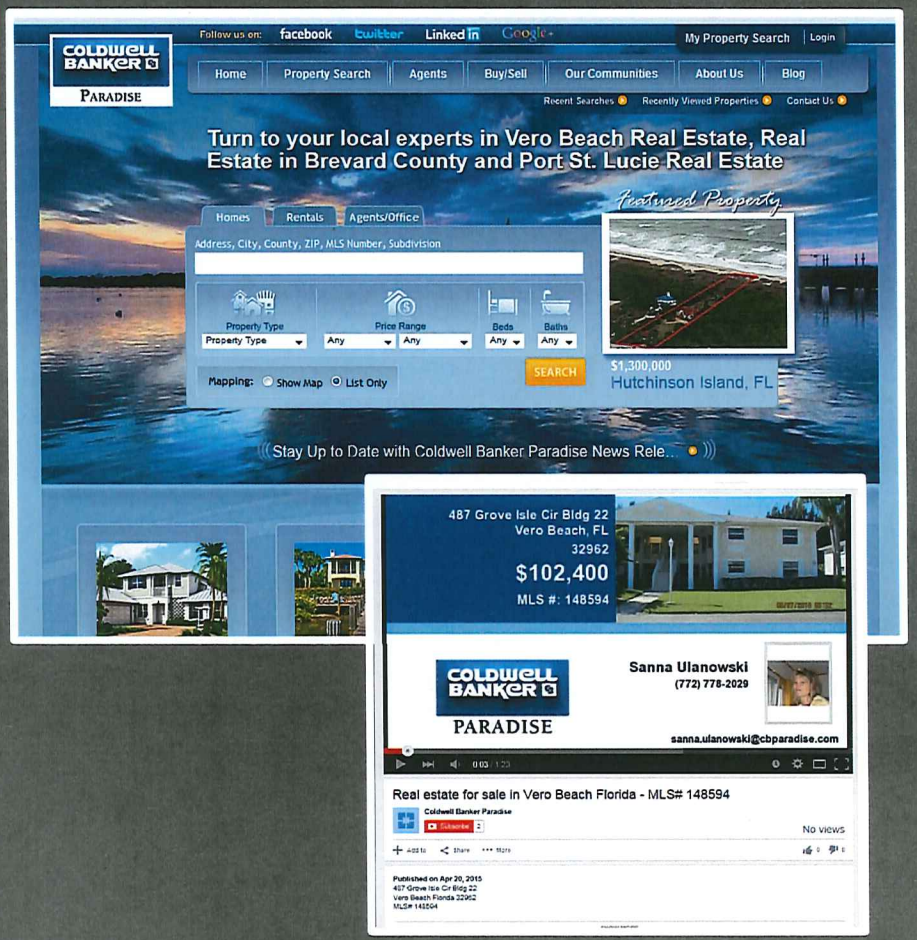
IS #1 FOR MARKETING

YOUR PROPERTY ONLINE

www.flcoldwellbanker.com

700,000+

UNIQUE PAGE VIEWS ANNUALLY



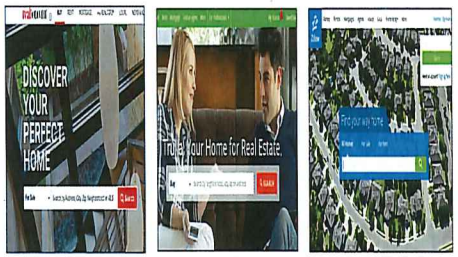
COLDWELL BANKER PARADISE

YOUR OPEN

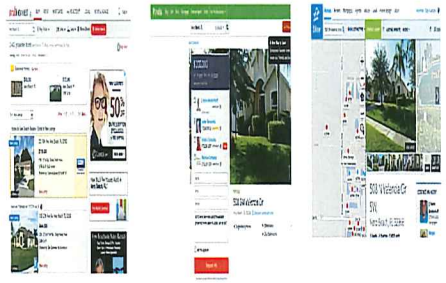
COLDWELL BANKER PARADISE IS #1 BECAUSE OF
MARKETING YOUR PROPERTY WITH

ENHANCED FEATURES

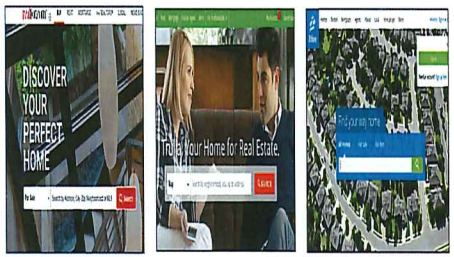
realtor.com trulia Zillow



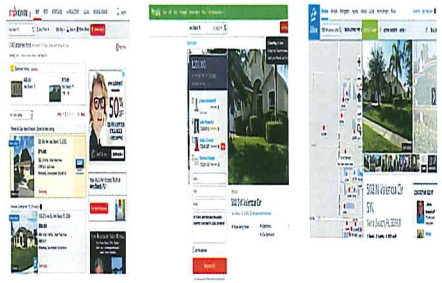
REALTOR.COM SAMPLE ENHANCEMENT



realtor.com trulia Zillow

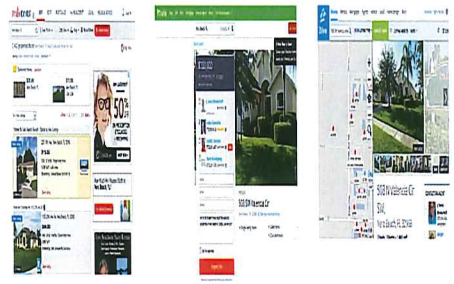


TRULIA.COM SAMPLE ENHANCEMENT



realtor.com trulia Zillow

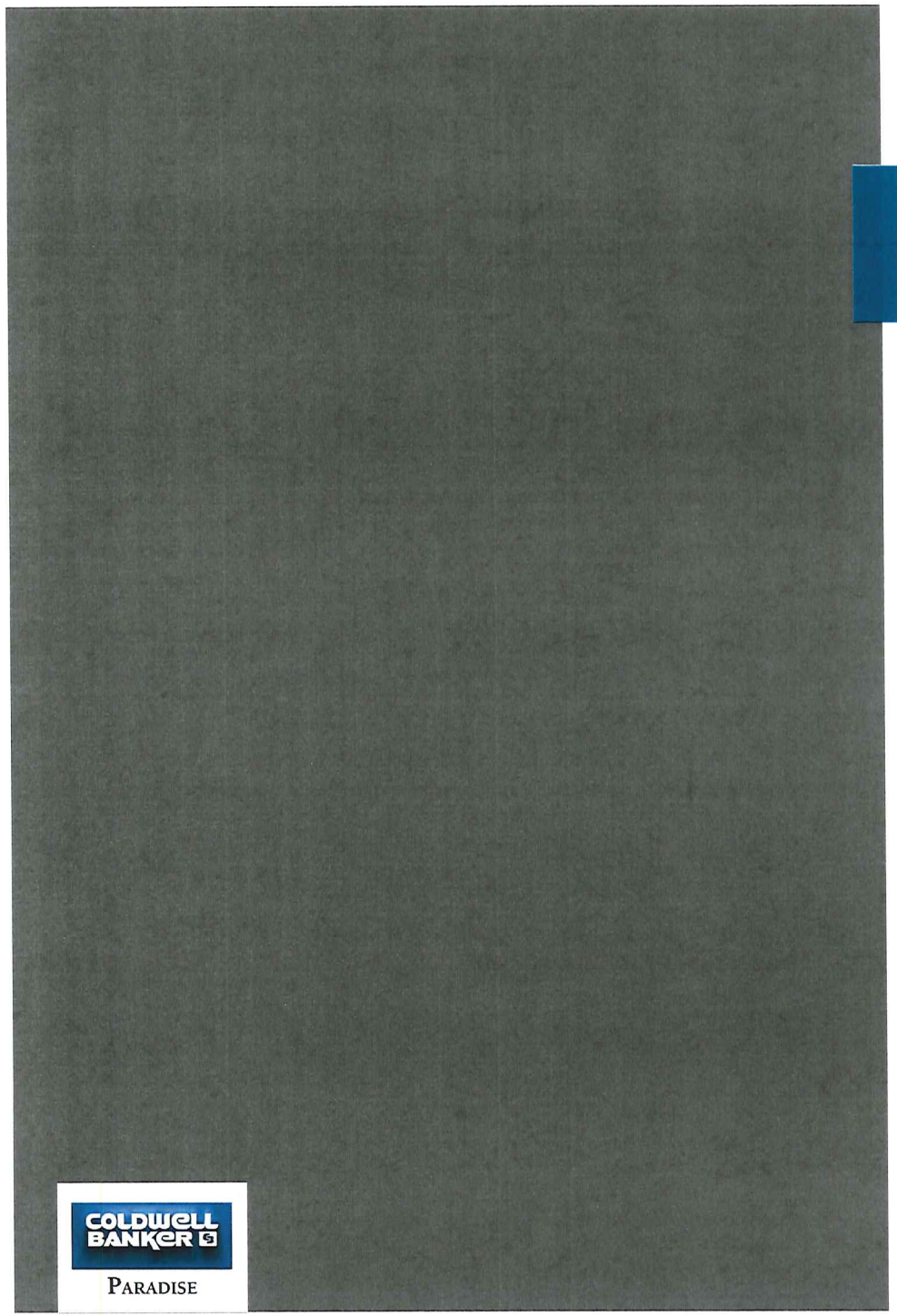
ZILLOW.COM SAMPLE ENHANCEMENT



WE WANT YOUR LISTING TO STAND OUT!

So we purchase enhancements such as borders, highlights, colors, logos and artwork to make sure your listing is seen first.

COLDWELL BANKER PARADISE



COLDWELL BANKER PARADISE IS #1 BECAUSE PROFESSIONAL PHOTOGRAPHY

IS AVAILABLE TO SHOWCASE YOUR HOME

Professional photography is a key element in all Coldwell Banker International and your agent's marketing efforts. We believe in showcasing the architectural beauty and character of each listing, and have cultivated relationships with local photographers well versed in the art of capturing the essence of luxury homes. At the sellers discretion a video tour may also be filmed to supplement marketing materials with more engaging content.

A video tour may also be filmed to supplement marketing materials.

COLDWELL BANKER PARADISE

THE COLDWELL BANKER BRAND IS
#1 IN OUR AREA BECAUSE OUR

RELOCATION SERVICES BRING BUYERS

- Cartus is a leading provider of outsourced corporate relocation services in the United States.
- Assists in the transfer of employees from more than half of Fortune 50 companies,
- Cartus is also a leading provider of relocation services in the United Kingdom.
- Assisted more than 171,000 annual employee moves into and out of approximately 150 countries in 2014.
- Has 60 years of experience in employee relocation services, intercultural training, outsourcing, and consulting.

HISTORY IS THE DIFFERENCE | KNOWLEDGE IS THE DIFFERENCE | GLOBAL IS THE DIFFERENCE

HISTORY IS THE DIFFERENCE | KNOWLEDGE IS THE DIFFERENCE | GLOBAL IS THE DIFFERENCE

COLDWELL BANKER PARADISE

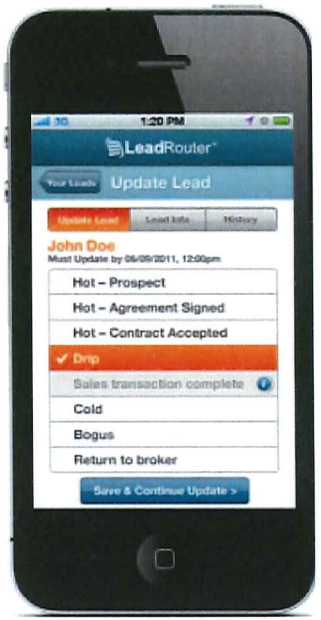
VERO BEACH MAINLAND 772-778-2029	VERO BEACH ISLAND 772-231-4880	SEBASTIAN MAINLAND 772-589-7777	INDIALANTIC BREVARD 321-951-3300	NORTH HUTCHINSON 772-464-7007	OCEAN VILLAGE 772-489-6100	HUTCHINSON ISLAND 772-461-1324	FT. PIERCE MAINLAND 772-461-3250	PORT ST. LUCIE 772-878-3200

COLDWELL BANKER PARADISE

COLDWELL BANKER PARADISE
IS #1 IN OUR AREA BECAUSE OF OUR

ONLINE RAPID RESPONSE

Coldwell Banker Lead Router℠



COLDWELL BANKER® Rapid Response

Within minutes Internet Buyer inquiries will go directly to my cell phone or ipad.

COLDWELL BANKER PARADISE

COLDWELL BANKER PARADISE IS #1 BECAUSE OF OUR

AGENT TRAINING

COLDWELL BANKER

TOP TEN

OF ALL

FORTUNE 500

COMPANIES FOR TRAINING.

(As reported by Training Magazine for 2014).

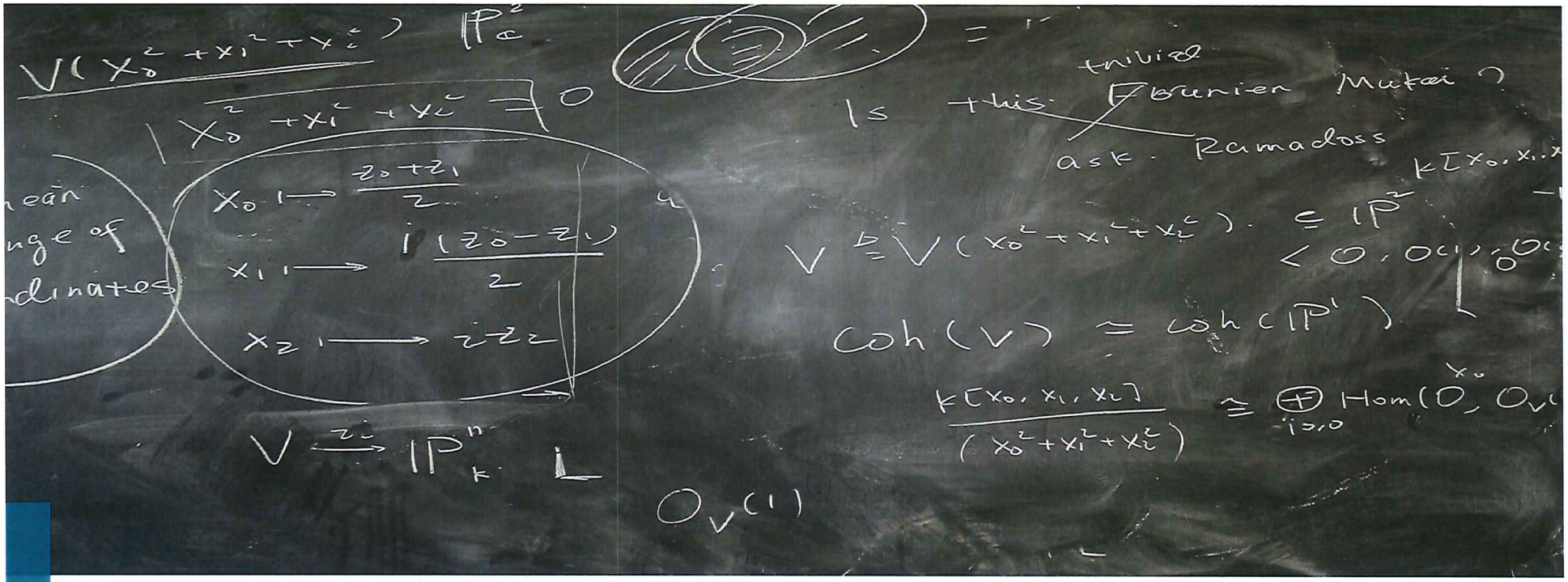
AGENT SUCCESS CENTER

- Top Negotiating Skills
- Buyer Qualification
- Home Enhancement Consultation
- Contract Skills
- Marketing Skills

COLDWELL BANKER PARADISE

COLDWELL BANKER PARADISE IS #1 BECAUSE OF OUR

FORMULA FOR SUCCESS



COLDWELL BANKER PARADISE

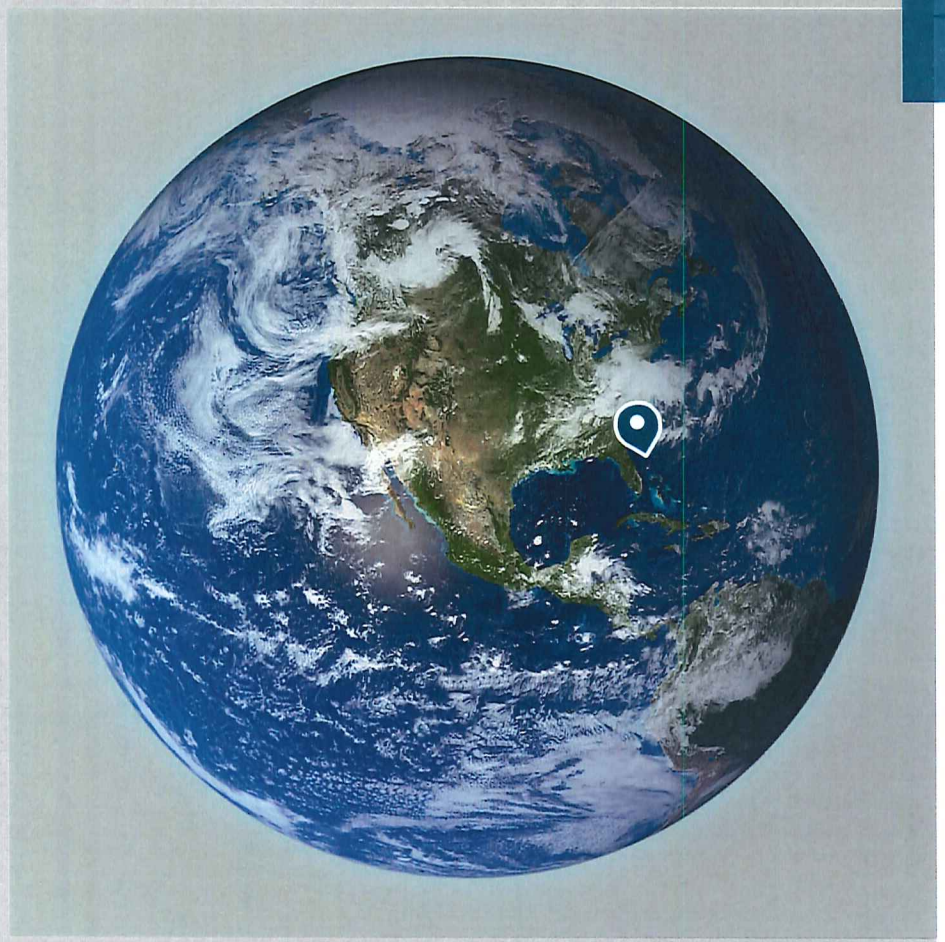
CUTTING EDGE

AGENT REPRESENTATION

FORMULA FOR

SUCCESS

COLDWELL BANKER PARADISE



COLDWELL BANKER PARADISE
IS #1 BECAUSE OF

HOW WE REPRESENT YOUR PROPERTY TO THE WORLD

WITH

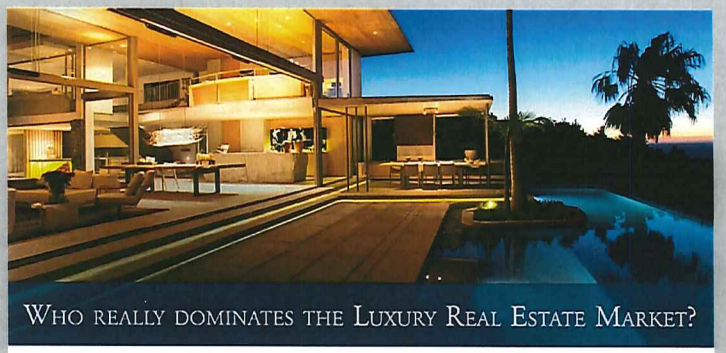
GLOBAL EXPOSURE

GUARANTEED,
WHAT'S MOST IMPORTANT
IS HOW YOUR AGENT
REPRESENTS YOUR PROPERTY
TO THE WORLD.

COLDWELL BANKER PARADISE

COLDWELL BANKER PARADISE
IS #1 LOCALLY BECAUSE OF OUR
AGENCY QUALITY AD COPY

Your Coldwell Banker agent will work with you to develop a suite of custom printed collateral for your property. The luxury consumer appreciates a tactile experience so these items



WHO REALLY DOMINATES THE LUXURY REAL ESTATE MARKET?

So many claims have been made by luxury real estate companies about their dominant position in the luxury real estate market. We want to put the issue to rest once and for all. Based on 2014 national stats, the following facts are absolute. Last year, our agents:

- Listed over 5,000 homes at more than $3,000,000 and 2,500 over $5,000,000
- Participated in over 21,000 transactions for homes priced over $1,000,000.
- Handled $106,000,000 in luxury home sales every day.
- 147 Coldwell Banker agents and teams were listed on the most recent "Wall Street Journal Top Agents in the United States" list, with $8.6 billion in sales volume. 56% more than the next highest brand.

We provide the same level of service to every client. That's why our national dominance positions us to best represent our seller's needs.

The right representation makes all the difference.

COLDWELL BANKER PARADISE
IS #1 LOCALLY BECAUSE OF OUR
UNIQUE MARKETING CONCEPTS

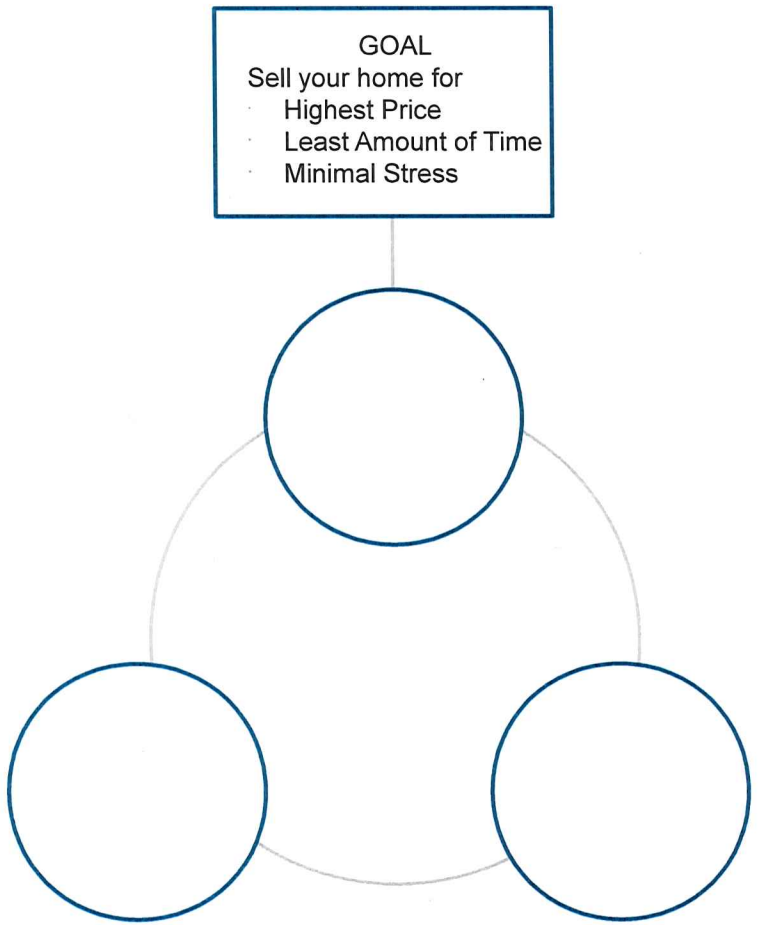
IDENTIFY:

- The most unique features of the home
- What makes the location ideal
- The target market - who is most likely to find the home

COLDWELL BANKER PARADISE
IS #1 BECAUSE OF OUR

STRATEGIC PLANNING

Where most agents stop, is just the beginning for us. The real work begins after your property is listed. Strategic planning is conducted by our team to evaluate the success of our performance and continuously identify the next "best" step to securing a buyer for your property.



COLDWELL BANKER PARADISE IS #1 LOCALLY
BECAUSE OF OUR LOCAL AND NEIGHBORHOOD

REAL ESTATE MARKET ANALYTICS

Price Point	Year	Condos Sold	Current Listings	Month's Supply	Average Price
Under $500,000	2015	48	114	7.1	$340,732
	2014	50	125	7.5	$322,515
	Change	*-4%*	*-8.8%*	*-5.3%*	*+5.6%*
$500,001 to $1,000,000	2015	20	87	13.1	$701,850
	2014	17	69	12.2	$686,954
	Change	*+17.6%*	*+26.1%*	*+7.4%*	*+2.2%*
$1,000,001 to $2,000,000	2015	2	11	16.7	$1,187,500
	2014	2	20	30	$1,450,000
	Change	*0*	*-45%*	*-44.3%*	*-18.1%*
Over $2,000,000	2015	1	5	15.15	$2,365,000
	2014	1	6	18	$2,300,000
	Change	*0*	*-16.7%*	*-15.8%*	*+2.8%*
Total	2015	71	217	9.2	$494,819
	2014	70	218	9.3	$471,485
	Change	*+1.47%*	*-.5%*	*-1%*	*+4.9%*

We do extensive research on real estate sales and market activity.
Our deep understanding of market trends enables us to justify
the highest price for your property in negotiations.

COLDWELL BANKER PARADISE

COLDWELL BANKER PARADISE
IS #1 BECAUSE OF OUR
COLDWELL BANKER®
SELLER SERVICES GUARANTEE

Coldwell Banker was the first national brand to guarantee its services. This

COLDWELL BANKER PARADISE

Guarantee

COLDWELL BANKER PARADISE
HOYT MURPHY REALTORS®

SELLER SERVICES GUARANTEE FOR RESIDENTIAL PROPERTY

This Seller Services Guarantee is a commitment that Coldwell Banker Paradise/Ed Schlitt Realtors/ Hoyt Murphy Realtors and your Coldwell Banker Sales Associate will perform the services stated below as part of the Exclusive Right of Sale Listing Agreement on your property.

1 MARKETING ACTION PLAN

We will present a custom Marketing Action Plan to you: a formal plan for marketing your property. This plan may include our "Every Day Until It's Sold" Marketing Plan, our unique *Buyers Guide*, multiple internet sites, print advertising, photography, a virtual tour and additional exposure of your property to a wide array of potential Buyers, etc.

2 COMPARATIVE MARKET ANALYSIS

We will provide you with a current Comparative Market Analysis and we will assist you in determining the most effective list price for your property based on current market conditions.

3 FINANCING ALTERNATIVES

We will show you various financing alternatives for buyers of your property and discuss the likely impact of each on your sale.

4 SELLING COSTS

We will furnish you with an estimate of the Seller costs you may incur when you sell your property and your Estimated Net Proceeds.

5 HOME ENHANCEMENT

We will make suggestions and together develop a plan to enhance your property's appeal and ability to attract buyers in the current market.

6 COLDWELL BANKER ACTION TEAM

We will present your property to our local Coldwell Banker Sales Team and we will share with you the team's recommendations to help you realize the best price for your Property in the current market.

7 PROMOTION TO OTHER BROKERS

We will promote your property to other reputable, professional brokers and sales associates in the area, and cooperate with them to get your property sold.

8 MULTIPLE LISTING SERVICE

The information on your property will be submitted to the REALTOR MLS by the date you select for the property's debut on the market to achieve maximum impact. We are also a member of the Internet Data Exchange (IDX) so your property will be available to be viewed by all participating REALTORS.

9 DIRECT MARKETING

We will distribute promotional materials on your property to key market areas to attract potential buyers through email and direct mail, including postcards, and flyers.

10 COLDWELL BANKER SIGN

We will place a Coldwell Banker FOR SALE sign on your Property, where allowed, to help generate calls to our office from prospective buyers.

11 ADVERTISING

We will review our advertising program with you including FLColdwellBanker.com, ColdwellBanker.com, Realtor.com, local print media and our exclusive Buyers Guide, all designed to generate buyer prospects for your property worldwide.

12 SELLER DISCLOSURE

We will present your written disclosure regarding the condition of your property to buyer prospects to assist them in preparing an offer. You agree to keep me informed of any changes in the property and keep the information current on the Sellers Property Disclosure form.

13 HOME PROTECTION PLAN

We will provide you with information regarding a warranty on the operating systems of your house, to increase the marketability of your property and help reduce your liability to the buyer.

14 MARKETING ACTIVITY REPORT

We will provide you with marketing activity reports on a regular basis to keep you informed of competitive market conditions and the actions we have taken to market your property.

Serial#: 088925-300142-6266233
Prepared by: Christopher Ehrhart | Coldwell Banker Paradise | chrisehrhart12@gmail.com |

formsimplicity

COLDWELL BANKER PARADISE
IS #1 BECAUSE OF OUR
TRUSTED ADVICE

9 KEY POINTS
TO CONSIDER IF YOU ARE THINKING ABOUT SELLING

1. How often does the agent you're considering successfully represent their seller?
2. Will the agent invest in marketing your property to a global network of discriminating buyers?
3. Will your home sell in a timely manner?
4. Will the agent have a good relationship with other real estate agents?
5. Will the agent represent your price point?
6. Will the agent provide weekly detailed feedback?
7. Will the agent work closely with you to cast your property in the best possible light?
8. Will the agent aggressively pursue buyers out of season?
9. Will the agent know your neighborhood well?

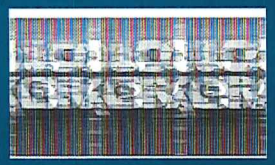
LOCAL REAL ESTATE LEADERS | GLOBAL MARKETING PRESENCE

VERO BEACH MAINLAND	VERO BEACH ISLAND PREVIEWS	SEBASTIAN MAINLAND	INDIALANTIC BREVARD	NORTH HUTCHINSON	OCEAN VILLAGE	SOUTH HUTCHINSON ISLAND	FT. PIERCE MAINLAND	PORT ST. LUCIE
772-778-2029	772-231-4880	772-589-7777	321-951-3300	772-464-7007	772-489-6100	772-461-1324	772-461-3250	772-878-3200

COLDWELL BANKER PARADISE

We appreciate you giving us the opportunity to represent you in one of the most important decisions that you will make in your lifetime.

We look forward to having the opportunity to prove to you that the right representation makes all the difference.



THANK YOU.

CRA Advisory Committee
Meeting Date: 10/21/2015
Re: Presentation for RFP No. 2015-051 by Kenneth A. Durham Realty, LLC
Submitted For: Nick Mimms, Deputy City Manager, City Manager

Information

SUBJECT
Kenneth A. Durham Realty, LLC

Attachments
Presentation Interview RFP No. 2015-051 Kenneth A. Durham Realty
Kenneth A. Durham Realty, LLC RFP No. 2015-051

CITY OF FORT PIERCE
Florida

PURCHASING DEPARTMENT
CITY HALL, 100 NORTH U.S. 1
P.O. BOX 1480
FORT PIERCE, FLORIDA 34954-1480

TEL.: (772) 467-3000
FAX: (772) 467-3848
www.cityoffortpierce.com

October 1, 2015

Kenneth A. Durham
850 S. 21 Street Suite O
Fort Pierce, FL 34950
Attn: Kenneth A. Durham, Owner President

Certified Mail/Return Receipt
7015 0640 0004 9330 9539

RE: Realtor Services, RFP No. 2015-051

Dear Mr. Durham:

The Community Redevelopment Agency Advisory Committee will conduct Presentation Interviews during their regular meeting on **Wednesday, October 21, 2015**, at 2:00 PM, Fort Pierce Yacht Club, 700 N. Indian River Drive in Fort Pierce. Listed below are times for your firm/organization presentations and interviews:

- 2:15 PM – 2:30 PM Coldwell Banker Paradise Hoyt Murphy Realtors , Fort Pierce, FL
- 2:35 PM - 2:50 PM Kenneth A Durham Realty LLC , Fort Pierce, FL
- 2:55 PM - 3:05 PM Keller Williams Realty, Port St. Lucie, FL

Please prepare to share with the committee your vision for the project listed in your proposal.

The rules for presentations are as follows:
1. Maximum ten (10) minute time limit for presentation.
2. Five (5) minute time limit for question/answer period.
3. You are to provide **ALL** technology needed for your presentation.
4. Committee reserves the right to record all presentations.
5. All presentations are open to the public.

Respectfully,

Georgia Montgomery, Purchasing Specialist

/gm

ACKNOWLEDGED BY:

Kenneth A Durham, Owner President

Date

cc: Nick Mimms, P.E., Deputy City Manager
Tony Barnes, CPPB, Director of Procurement
Angela Wilkinson, Executive Assistant

Kenneth A. Durham Realty, LLC

RFP: REALTOR SERVICES 2015

"SERVICE WITH A SMILE"

KENNETH DURHAM REALTY LLC | 850 S. 21ST STREET, SUITE O/ FORT PIERCE, FL 34950

Letter of Transmittal

September 10, 2015

City of Fort Pierce
Attention: Gelencia Carter
100 North U.S. #1
Fort Pierce, FL 34950

Re: Request for Proposal No. 2015-051

Dear Ms. Carter,

Thank you for the opportunity to conduct business with the City of Fort Pierce. We have analyzed the RFP and are pleased to submit our proposal for Kenneth Durham Realty, LLC to conduct Realtor Services for your organization. Our proposal is built on proven success-based methodologies for effective and lucrative real estate transactions to companies and individuals. Our organization has been serving the City of Fort Pierce for over 40 years! As a company, our realtors have over 50 years of collective experience. We are prepared to offer our extensive knowledge and skills of this industry to the City of Fort Pierce. This ranges from the basics of purchasing and sale of properties, understanding and communicating market trends, and negotiating and acquisitions. We value the impact the City of Fort Pierce has had in the lives of its citizens. Kenneth Durham Realty looks forward to providing realtor support as the City moves forward with future endeavors to continue improving and building our City.

The following individuals, together or individually, are authorized as signatories and to negotiate on behalf of Kenneth Durham Realty, LLC relating to terms, conditions, services, and commission percentages:

Kenneth Durham /Owner, Kenneth Durham Realty LLC President, 850 S 21st St, Fort Pierce, FL 34950 (772) 468-7202

Kenneth Durham Realty LLC is ready to begin operations within 30 days of contract award. This proposal will remain valid for sixty (60) days from the closing date of the RFP.

As required:

"The undersigned solemnly declares and certifies that the enclosed information are full, true, and correct statements of the history, services, and abilities of Kenneth Durham Realty LLC. Further, it is agreed and understood that at the sole option of the City of Fort Pierce, any information which is found to be incorrect, incomplete, or misleading as to any matter relied upon for in evaluation of proposals may constitute unqualified cause for termination of such contract."

Should you desire or require any clarifications, please don't hesitate to contact me at the email or call at the above contact points.

Sincerely,

Kenneth Durham
Owner President

RFP Requirements

5.2 Ability to meet/exceed the Scope of Services: • State your ability to meet/exceed all items within the Scope of Services. • Describe methods you would use to locate foreclosed homes for purchase by the City.

Kenneth Durham has maintained an exceptional record in the City of Fort Pierce for over 40 years; as a minority business owner and community activist. Scopes of work, as outlined with the City of Fort Pierce, are standard practice in daily operations. Assisting the City with the purchase and sale of property within Fort Pierce, and other programs as necessary will be executed with excellence backed by decades of experience.

Our daily transactions require the use of the Florida Association of Realtors (FAR) regional Sales Agreement and its accompanying documents, various banks addendums and the City addendum, if applicable. In representing the City when it comes to the purchase and selling of property, Kenneth Durham Realty, LLC brings over 60 years of collective experience. It is understood that Kenneth Durham and its associates shall represent the buyer when the City sells property, and be paid by the City to represent the buyer and the City shall use other counsel for the transaction.

The assigned realtors to the City will be responsible for communicating the current market conditions to the City representative(s) by preparing a Broker's Price Opinion (BPO) or a Comparable Market Analysis (CMA) on potential purchases. In addition to coordinating details of all ratified real estate Agreements to ensure that Agreement requirements are met in accordance with the Agreement timelines. These items include but are not limited to: appraisal, home inspections, and other inspections, order title work, order survey, schedule settlement, and coordinate all Agreement post ratification addendums with other parties involved in the transaction.

There are a multitude of methods our realtors utilize to locate foreclosed properties; each method is described below in detail.

1. ***Search Bank Websites***. Banks often list their foreclosed properties for sale online, in addition to checking the online listings of Fannie Mae and Freddie Mac, which purchase mortgages from banks. Prices, photos, and home descriptions are listed along with agents' contact information.

2) ***Look up government-owned listings***. The Department of Housing and Urban Development lists the foreclosed homes that it owns on its website as well as through local real estate agents. Once you find a home you're interested in, you can make an offer through the agent representing the property.

3) ***County Offices***. Foreclosure information is filed with county offices, some of which post it online. Typically interested buyers can bid on available properties on designated days.

4) ***Foreclosure-listing Services***. Some companies, such as RealtyTrac, offer comprehensive foreclosure listings for a fee. Services such as these allow users access to millions of listings that cover about 75 percent of the nation's counties. They include homes already in foreclosure as well as those approaching it. Offers can be made online for many of the properties, which aren't binding but get the process started.

5) ***FLEXMLS & Networks.*** Real estate agents often know about local properties that are nearing foreclosure because they network with other agents and are familiar with the local market, frequently working directly with banks and other lenders.

5.3 Credentials and related experience: • Resumes and proof of certificates and professional licensure of all key personnel who will be involved in this project. • Provide information on your past experience with foreclosed properties. • Disclose any review or disciplinary action taken by the Florida Real Estate Board (or the equivalent board of another jurisdiction, if applicable) during the past five (5) years with regard to any certificates and professional licensure of all key personnel. • Provide information on which two (2) agents would be assigned to the City for this project.

Please see the attached resumes, bios, and professional licensures for all key personnel involved with this project; for broker and real estate agents assigned to the City of Fort Pierce for this project.

5.4 Compliance with Agreement Terms and Conditions: • State your compliance with the Agreement Terms and Conditions as contained in Section 3.0 of this RFP. Specifically list any deviations and provide justification for each deviation.

The terms and conditions of this RFP have been thoroughly reviewed, and if awarded Kenneth Durham Realty agrees to meet the outlined terms established by the City of Fort Pierce in accordance with terms set forth in this RFP.

5.5 Availability and capability for timely response: • Provide information on current workload and availability to participate in this Agreement. • Provide information on where you are located and distance from City of Fort Pierce. • Provide timeframe of how much notice needed to respond to inquiries from City Staff and hours of operation.

Kenneth Durham Realty LLC currently has a moderate workload; we have succeeded at time management and appropriate workload disbursement to our realtors. In preparation of potentially being awarded this RFP, we have made a significant effort in clearing out files of the designated key personnel for this RFP to ensure availability to the City of Fort Pierce as needed. Kenneth Durham is located at 850 S 21st St, Fort Pierce, FL 34950, only five (5) miles, a short distance, from the City of Fort Pierce. Making it convenient for our key personnel to meet with City Staff

and respond to inquiries immediately. Hours of operation are contingent on the project and its urgency.

5.6 References • Please see Section IV, Instruction to Proposers, page 14

Please see attached reference letters from Kenneth Durham's longtime community partners

5.7 Cost of Services: • Provide a rate schedule for the purchase and sale of homes. • Describe any discounts provided to City.

Kenneth Durham Realty LLC accepts the fixed fees set forth by the City of Fort Pierce in this RFP. If other property is purchased from the City, Kenneth Durham Realty LLC agrees to receive no more than $750 in commission to represent the buyer and to write the Agreement. If the City of Fort Pierce needs to sell property at market rate, the Broker shall receive no more than 5-6% commission for the transaction. Kenneth Durham Realty is prepared to offer a discount to the City of Fort Pierce in preparation of all contracts. They standard fee of $350 will be waived per contract if awarded this contract.

DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480	**REVISED** **REQUEST FOR PROPOSALS and PROPOSER ACKNOWLEDGMENT**
Contact: Gelencia Carter, 772-467-3748	RFP No: 2015-051
Mandatory Pre-Bid Conference Date: N/A	RFP Title: REALTOR SERVICES
Mandatory Pre-Bid Location: N/A	RFP Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, MONDAY, SEPTEMBER 7, 2015	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: Kenneth Durham Mailing Address: 850 South 21st Street Suite O Fort Pierce, FL 34950	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Fort Pierce, FL 34950	Typed or Printed Name: Kenneth A. Durham, Realty LLC
Type of Entity (Circle One): Corporation Partnership Proprietorship LLC)	Title: President/Owner
Incorporated in the State of: FL Year:	Delivery in _____days, ARO
Phone Number: 772-468-7202	Payment Terms: Net 30 Days
Fax Number: 772-489-9003	FEIN or SS Number: 47-0992377
E-Mail Address: kennethdurham@bellsouth.net	Local Business: XY __N MWBE: __Y __N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Kenneth A. Durham Realty, LLC
850 South 21th Street #O, Fort Pierce, Fl. 34950

KENNETH A DURHAM REALITY, LLC

Kenneth Durham, began his Real Estate career in August 1978, with Walter Eiston, Real Estate as a realtor associate. Returned to school the following year and received his Real Estate Broker's License. Having worked with two of the nation largest Real Estate Firms, Century 21 and ERA, Mr. Durham gained a broad spectrum of knowledge in the real estate industry. Among some of his recognitions, are ERA Top Sales Associate Award Two times winner Century 21 – 21 Club Award, National Sales Achievements Award, St Matthew Missionary Baptist Church, Builders of the Community Award and First American Title Co. Top Sales associate Award Fall 1981.

Kenneth Durham started his own Company, The Kenneth A. Durham Agency, in the year of 1994 and changed the name in 1995 to Kenneth A. Durham Realty, LLC. And relocated to 850 South 21th Street, Suite O, Fort Pierce, Fl. 34950. Having been in the business for more than 37 years, I feel as though I am well knowledgeable in the field of Listing and Sales.

Kenneth Durham, has also held a FLORIDA MORTGAGE BROKERS LICENSE and currently hold a Property and Casualty (220) and (2-34) Surety Agent License in addition to his Real Estate Broker License, Mr. Durham returned to school in 2011 where earned a Doctrine in Ministry (Dr. Min) Jacksonville Theological Seminary. Mr. Durham is well versed in all aspects of the Real Estate Industry and would an asset to anyone acquiring his services.

Thanking you in advance

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER	
CQ1047271	

The CORPORATION
Named below HAS REGISTERED
Under the provisions of Chapter 475 FS.
Expiration date: SEP 30, 2016

KENNETH A DURHAM REALTY LLC
850 SOUTH 21ST ST STE O
FORT PIERCE FL 34950

ISSUED: 10/29/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1410290000907

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER	
BK188412	

The BROKER
Named below IS LICENSED
Under the provisions of Chapter 475 FS.
Expiration date: MAR 31, 2016

DURHAM, KENNETH A
KENNETH A DURHAM AGENCY
850 S 21ST STREET #O
FT PIERCE FL 34950

VIVA FLORIDA

ISSUED: 01/30/2014 SEQ # L1401300001248

DISPLAY AS REQUIRED BY LAW

DEPARTMENT OF PROFESSIONAL REGULATION

Florida Real Estate Commission

1987

BY AUTHORITY OF CHAPTER 475, F.S.,

THE REAL ESTATE LICENSE LAW

Kenneth A. Durham

is hereby certified licensed as a

REAL ESTATE BROKER

This certificate must be substantiated by a pocket license reflecting a current date.

Elizabeth H. Yerkes

ELIZABETH H. YERKES
Chairman

ROBERT F. MILLIGAN
COMPTROLLER OF FLORIDA

OFFICE OF COMPTROLLER
STATE OF FLORIDA

TALLAHASSEE
32399-0350

NOVEMBER 14, 2001

KENNETH ALFORD DURHAM
850 S 21ST ST STE O
FT PIERCE, FL 34950

RE: TEST SCORE: 86
TEST DATE: 11/13/01

CONGRATULATIONS!

WE ARE PLEASED TO INFORM YOU THAT YOU HAVE ACHIEVED A PASSING SCORE ON THE MORTGAGE BROKER TEST.

PLEASE DO NOT CONTACT THE DEPARTMENT TO INQUIRE WHEN YOUR LICENSE WILL BE ISSUED. FINAL DETERMINATION OF LICENSURE IS DEPENDENT UPON YOUR COMPLIANCE WITH ALL DEFICIENCIES AND RECEIPT OF BACKGROUND INFORMATION FROM FINGERPRINT RECORDS. THIS PROCEDURE IS NORMALLY COMPLETED WITHIN THIRTY (30) DAYS OF THE TEST DATE.

SINCERELY,

LICENSING SECTION STAFF
DIVISION OF FINANCE

COMPLETE LOAN ORIGINATION FOR THE MORTGAGE PROFESSIONAL

Successfully completed by:

Kenneth A. Durham

Receipt of this award certifies 14 hours of continuing education on the Mortgage Loan Origination Process (including 4 hours of study on the Florida Mortgage Brokerage & Lending Act).

Presented by

Compliance Consulting Mortgage School

1013 Lucerne Avenue, Suite 201
Lake Worth, FL 33460
(561) 586-3645
www.ComplianceConsultingMortgageSchool.com

On this *30th* ***day of the month of*** *May* ***in the year*** *2007*

Ron Lovell (President)

Jan Martin (Vice President)

FLORIDA MORTGAGE OFFICE
COMPLIANCE SEMINAR

Successfully completed by:

Kenneth Durham

Receipt of this award certifies 4 hours of continuing education on, and a commitment to abide by and uphold Florida Mortgage Law pursuant to Chapter 494 of the Florida Statutes.

Presented by

Compliance Consulting Mortgage School

1013 Lucerne Avenue, Suite 201
Lake Worth, FL 33460
(561) 586-3645
www.ComplianceConsultingMortgageSchool.com

On this 25th *day of the month of* May *in the year* 2007

Ron Lovell (President)

Jan Martin (Vice President)

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER
SL3161753

The SALES ASSOCIATE
Named below IS LICENSED
Under the provisions of Chapter 475 FS.
Expiration date: SEP 30, 2015

MOORE, BARBARA G
2050 OLEANDER BLVD 11 - 104
FORT PIERCE FL 34950

VIVA FLORIDA

RICK SCOTT
GOVERNOR

ISSUED: 10/06/2013 SEQ # L1310060003221
DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

Florida Farm Bureau General Insurance Company
5700 S.W. 34th Street Gainesville, Florida 32608-5300

FARM BUREAU INSURANCE

POLICY DECLARATION
REINSTATEMENT
WITH LAPSE IN COVERAGE

Policy Number: 1312773 Policy Type: PERSONAL AUTO POLICY
Policy Period: From: 08/14/2015 To: 02/14/2016
(12:01 a.m. Standard time)

Unit #1 2004 LINC NAVIGATOR, 5LMFU27R64LJ27072, Work/School 14 mi. one way.
Primary Driver: KENNETH A DURHAM
Insurance is provided where a premium is shown for the coverage below:

Bodily Injury:	$25,000 Each Person/$50,000 Each Accident	152.00
Property Damage:	$25,000 Each Accident	64.00
Medical Payments:	$5,000 Per Person	20.00
Uninsured Motorists (Non-Stacked):	$10,000 Each Person $20,000 Each Accident	30.00
Personal Injury Protection:	No Deductible	53.00
Other Than Collision:	$500 Deductible	36.00
Collision:	$500 Deductible	74.00
Extended Transport. Expenses:	$30 Per Day, $900 Maximum	8.00
		437.00

Total Premium for this Unit -
Discounts Included - Passive Restraint System, Passive Anti-Theft Device, Anti-Lock Braking System.

Unit #2 2003 LINC TOWN CAR, 1LNHM82W23Y643152, Pleasure.
Primary Driver: DELOISE C DURHAM
Insurance is provided where a premium is shown for the coverage below:

Bodily Injury:	$25,000 Each Person/$50,000 Each Accident	132.00
Property Damage:	$25,000 Each Accident	55.00
Medical Payments:	$5,000 Per Person	17.00
Uninsured Motorists (Non-Stacked):	$10,000 Each Person $20,000 Each Accident	30.00
Personal Injury Protection:	No Deductible	46.00
Other Than Collision:	$500 Deductible	29.00
Collision:	$500 Deductible	61.00
Extended Transport. Expenses:	$30 Per Day, $900 Maximum	8.00

*** continued on back ***

Refer inquiries to:

Change Effective: 08/14/2015
Process Date: 09/04/2015
FPB-DEC-AP (Ed. 08/04)

Agent: EARL G GORDON, LUTCF
Fort Pierce Office: (772) 465-0440

Barbara G. Moore

2050 Oleander Boulevard 11-104
Fort Pierce, Florida 34950
(772)-489-8877/Mooretob@aol.com

Objective: Twenty years extensive experience in Human Resource, Real Estate Sales, and Business Ownership adept at directing profit and non-profit operation activities, seeking a position where business experiences will have a direct impact to the success and growth of the organization.

Professional Experience

City of Fort Pierce, Fort Pierce, FL — November 1993- Present

Human Resource Technician

- Represent Fort Pierce City Hall employees by performing a multitude of personnel functions for exempt and nonexempt employees with emphasis on following policies and procedures surrounding employee relations, and ongoing effective staffing, training and retention of employees.
- Investigate harassment action taken by one employee against another employee
- Compile and evaluate new hire information for application review, and interviewing process
- Provide assistance in policy formation, implementation, planning, and dissemination
- Perform new hire orientation to aid, inform, and advise employees of every aspect of personnel policies, procedures and practices, including grievance policies and procedures
- Investigate alleged sexual harassment case utilizing knowledge of principles, practices and procedures including those of federal and state labor laws.
- Purchase office supplies while successfully working with vendors to maintain best and most current pricing while adherence to the principles and practices of purchasing contracts
- Processing of employee action forms performance evaluations, terminations, and advertisement for job openings
- Schedule pre-employment physical exams and drug screen for hiring purposes

Dal's Catering, Fort Pierce, FL — January 1994- Present

Owner (Licensed: City of Fort Pierce, FL)

- Manage operations and service, handling $30,000 annually in sales
- Maintain inventory cost control, finance & budgeting, staff hiring & development
- Accountable for security of assets, supervision of operations, and ensuring guest satisfaction through excellent customer service, while increasing sales through creative menu development for occasional events
- Coordinated banquets for up to 500 guests, and organizing dining area
- Trained new employees, and supervised staff of fifteen
- Manage accounts receivable for credit and collection activities while implementing the principles and techniques of handling all new credit accounts for billing purposes.
- Provide excellent customer service, and focused on expanding referral base by building relationships with repeat customers

Kenneth Durham Agency, Fort Pierce, FL — March 2003- Present

Real Estate Agent

- Sell properties in the Saint Lucie County area
- Develop marketing strategies for prospect for leads, and build client relationships, and show properties
- Negotiate terms and support real estate transactions
- Develop advertising and promotional strategies

- Experienced in acting both as seller's agent and as buyer's agent
- Negotiate sales terms with real estate seller or buyer
- Validate the creditworthiness of seller or buyer by verifying credit authorization through preapproved loan agreement
- Write and monitor the progress of property contracts by tracking interest rates, and following up on loan agreement
- Notarized document when needed

Utilitas Education Center, Fort Pierce FL October 1998-Present

President of Board of Director

- Conceive and direct all fund-raising activities and serve as liaison to staff , volunteers, board members, and the community
- Research and launched a grant solicitation program, resulting in additional revenues of approximately $20,000.
- Guide the evaluation of early childhood development programs, and determine programmatic and facility ratings based upon curriculum content, staffing, regulatory compliance, facility conditions, and health and safety guidelines
- Approved budgets, prepare request for funding proposals, and confer with governmental agency officials on a range of educational budgetary, and regulatory issues

Education

Bethune-Cookman College, Daytona Beach, Florida
Bachelor of Science, Business Administration, 4/1999

- Alpha Sigma Lamdba, National Honor Society
    - GPA: 4.0 Suma Cum-laude

PHR/SPHR Certification Course 6/2012

Other Skills

Business Communication, Consumer Behavior, Production Management, Accounting, Marketing, Statistics, Financial Management, Government & Business, Microsoft Works, and AS400

Alice L. Simpson

Shining Star Bail Bonds

Indian River County

4335 U S Hwy 1

Vero Beach, FL 32960

772-774-8903

RE: Kenneth Durham

Aug 24, 2015

To Whom It May Concern:

I am writing this letter in support of Kenneth Durham as it relates to his character and a reference to his abilities to be a great leader in his community and business. I have known Mr. Durham for a number of years, but between 2005 and 2015, I was in direct contact with him. I found him suited for any position in the community.

Mr. Durham is a great family man as well as leader in his church community. Mr. Durham is able to switch the many hats necessary to effectively perform his duties. I have found Mr. Durham to be, polite outgoing and supportive and the public. He is active and a focused person.

I am pleased to send this reference on Mr. Kenneth Durham for any endeavor that he seeks in the community, and I believe he would be a great benefit to the environment and be a reliable and dedicated person. Thank you for your time and attention.

Sincerely, Alice L. Simpson

VINCE GASKIN BAIL BONDS

1602 AVENUE D

FORT PIERCE, FL 34950

772-461-8280

August 26, 2015

TO: Whom it may concern,

I'm writing this letter of reference on the behalf of Mr. Kenneth Durham, I have known Mr. Durham for well over 20 years, he's a man of superior character, He was my mentor and instructor in my current profession. Mr. Durham will over achieve in whatever endeavor he set his sights on. Mr. Durham will be an asset to the City of Fort Pierce.

If I can be of any assistance in this endeavor please don't hesitate to call me.

With Best Regards

Vince Gaskin

Surety Agent

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

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)
Kenneth A. Durham Realty, LLC

Business name, if different from above
Kenneth A. Durham Realty, LLC

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
850 South 21st Street Suite O

Requester's name and address (optional)

City, state, and ZIP code
Fort Pierce, Fl 34950

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.

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

Social security number
: :

or

Employer identification number
47 : 0992317

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.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 9/9/15

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,

Certification Statement
Local Vendor Preference

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

1) That my company has a fixed, staffed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee City for at least one year prior to the issuance of the request for competitive bids or request for proposals by St. Lucie City; and

2) That my company holds any business or Broker license required by St. Lucie City and/or can document payment of business license taxes in St. Lucie City;

3) That my company is principal offeror who is single offeror; a business which is the prime Broker and not a subBroker; or a partner or joint venturer submitting an offer in conjunction with other businesses.

4) Attached is a copy of a business or Broker license and/or business tax receipt for St. Lucie City, Indian River, Martin or Okeechobee Counties to verify that I have been in business at least one year prior to the issuance of the Request for Bid or Proposal.

Company Name: Kenneth A. Durham Realty, LLC

Address: 850 South 21st Street, Suite O, Fort Pierce, FL 34950

Business or Broker License Number: CQ10447271

Phone Number: 772-216- 1428 Fax Number: 772-489-9003

Owner's Name: Kenneth A. Durham Realty, LLC

Signature: _____

Sworn to before me this _____ day of _____, 201_____

Notary Public for the State of _____ *My Commission Expires* _____

Notary Public Signature _____ *Printed Name* _____

FOR PROCURMENT OFFICE ONLY ~ DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative from the City of Fort Pierce Purchasing Department:

Vendor Certified by: _____ **Date:** _____

(Authorized Signature)

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business or Broker license must be submitted with your bonafide Bid/RFP package.

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Proposal cover page (page 1) completed, signed and attached?	X	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	X	
Include proof of proper licensing as stated in proposal documents.	X	
Include proof of proper insurance as stated in proposal documents.	X	
Proposal envelope is marked accordingly.	X	
Is Drug-Free Work Place form signed and enclosed?	X	
W-9 Form completed, signed and attached?	X	
Are six (6) complete proposal packages included (one original and five copies)?	X	

PLEASE SIGN AND RETURN WITH PROPOSAL _____

KENNETH DURHAM, AGENCY

OVERVIEW OF LISTING

Rate schedule for purchase and sale of homes

September 10, 2015

Kenneth Durham Realty, LLC, current rates are 6% of property sold and 3% if shared with other Agents. The City of Fort Pierce will get a 1% discount if awarded the proposal.

Listings of current and sold properties.

1. 606 DARK HAMMOCK, FORT PIERCE- UNDER CONTRACT $98,000.00
2. 4335 NW 35th Avenue – Vero Beach, FL 75,000.00
3. 4908 FISKE CIRCLE, ORLANDO, FL-UNDER CONTRACT $135,000.00
4. 926 HIGH STREET, COCOA BEACH, FL $110,000.00
5. 2400 S OCEAN DR. # 6511, FORT PIERCE (Property for Rent $1100.00)
6. 2415 LAKE IBIS LANE SW, VERO BEACH $225,000.00
7. 1401 Emerald Terrace – Fort Pierce, Fl 34950 $145,000.00
8. **103 SANDAL WOOD LANE, FORT PIERCE {$1,100.00)**

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit six (6) complete sets (one [1] original and five [5] copies) of their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in Agreementual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: http://www.purchasing.ci.fort-pierce.fl.us.

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Director of Administrative Services will provide an exemption certificate to the awarded Proposer. Vendors or Brokers doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill Agreementual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of Agreements for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a Agreement or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the Agreement or purchase order document, and to be submitted to the Engineering Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject Agreement or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into Agreement or purchase order document.

c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or Agreement in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into Agreement or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or Agreement award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or Agreementual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Broker understands that the City, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the City may seek legal remedies available to it should such disclosure occur. Further, the Broker understands that violations of this provision may result in Agreement termination.

The Broker further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Broker shall hold all information provided by the City as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

3.22. Counterparts

This Agreement and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original.

4.0 EVALUATION CRITERIA

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The City Evaluation Committee will review and evaluate each proposal and selection will be made on the basis of the criteria listed below:

4.1 Ability to meet/exceed the Scope of Services. **30 points**

4.2 Credentials and related experience. **25 points**

4.3 Compliance with Agreement Terms and Conditions. **10 points**

4.4 Availability and capability for timely response. **15 points**

4.5 Cost of Services. **20 points**

The City Evaluation Committee will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The City Evaluation Committee may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The City Evaluation Committee may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Agreement award.

5.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

****NOTE: The Proposer must use sections and tabs which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters which the proposer wishes the City to take into consideration in reviewing the proposal.**

5.1 Letter of Transmittal

This letter will summarize in a brief and concise manner, the proposer's understanding of the Scope of Work and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the proposer must sign the Letter of Transmittal. The letters should not exceed two pages in length.

5.2 Ability to meet/exceed the Scope of Services:

- State your ability to meet/exceed all items within the Scope of Services.
- Describe methods you would use to locate foreclosed homes for purchase by the City.

5.3 Credentials and related experience:

- Resumes and proof of certificates and professional licensure of all key personnel who will be involved in this project.
- Provide information on your past experience with foreclosed properties.
- Disclose any review or disciplinary action taken by the Florida Real Estate Board (or the equivalent board of another jurisdiction, if applicable) during the past five (5) years with regard to any certificates and professional licensure of all key personnel.
- Provide information on which two (2) agents would be assigned to the City for this project.

5.4 Compliance with Agreement Terms and Conditions:

- State your compliance with the Agreement Terms and Conditions as contained in Section 3.0 of this RFP. Specifically list any deviations and provide justification for each deviation.

5.5 Availability and capability for timely response:

- Provide information on current workload and availability to participate in this Agreement.
- Provide information on where you are located and distance from City of Fort Pierce.

- Provide timeframe of how much notice needed to respond to inquiries from City Staff and hours of operation.

5.6 References

- Please see Section IV, Instruction to Proposers, page 14

5.7 Cost of Services:

- Provide a rate schedule for the purchase and sale of homes.
- Describe any discounts provided to City.

6.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

6.1 Submission of Proposals

Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Agreementual obligations.

6.2 Firm Pricing for City Acceptance

Proposal pricing must be firm for City acceptance for a minimum of ninety (90) days from proposal receipt date.

6.3 Authority to Bind Firm in Agreement

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A AGREEMENT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.
If a general partnership, any general partner may sign.
If a limited partnership, a general partner must sign.
If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.
If a regular corporation, the CEO, President or Vice-President must sign.
Others may be granted authority to sign but the City requires that a corporate document authorizing him/her to sign be submitted with proposal.

6.4 Withdrawal of Proposals

A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.

B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

6.5 City Furnished Support/Items

The estimated level of support required from City personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The City may furnish these facilities if the City considers them reasonable, necessary, and available for the Broker to complete his task.

6.6 SubBrokers

Offerors shall include a list of all subBrokers with their proposal. Proposals shall also include a statement of the subBrokers' qualifications. The City reserves the right to reject the successful offeror's selection of subBrokers for good cause. If a subBroker is rejected the offeror may replace that subBroker with another subBroker subject to the approval of the City. Any such replacement shall be at no additional expense to the City nor shall it result in an extension of time without the City's approval.

6.7 Prohibition as SubBrokers

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subAgreement or other work agreement for the person or firm to whom the Agreement is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

6.8 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The City reserves the right to accept or reject any proposed change to the scope.

6.9 Miscellaneous Requirements

A. The City will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.

C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any Agreement awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a Agreement with the City.

D. The City reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City. Offerors whose proposals are not accepted will be notified in writing.

SECTION VI - FORMS

PROPOSAL SUBMISSION FORM

THE FIRM OF: Kenneth Durham Realty, LLC

Address: 850 South 21st Street Suite O

Fort Pierce, FL 34950

FEIN 47-0992377

Hereby agrees to provide the requested services as defined in Request for Proposal No. 2015-051 for the price as stated in the price proposal.

The following shall be returned with your proposal. Failure to do so may be cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addenda.

ITEM:	INCLUDED: (X)
1. References	X
2. Addenda, if any.	
3. One (1) original and five (5) copies	X
4. Proposal Response Information	X
5. W-9 Form	X
6. Certificate of Insurance	X

Person to contact regarding this proposal: Kenneth A. Durham Realty, LLC.

Title: Owner Phone: 772-216-1428 Fax: 772-489-9003

E-mail: kennethdurham@bellsouth.net

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Kenneth A. Durham Realty, LLC does:

(Name of Business)

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 Agreementual services that are proposed 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 Agreementual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

Proposer's Signature

6/16/15

Date

SECTION III

INSURANCE REQUIREMENTS

Broker shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Evidence of Insurance

Broker shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Broker shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City, at all times, reserves the right to request additional documentation and evidence of insurance as, in its sole discretion, it may require and the Broker hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability Insurance and Business Auto Liability Insurance, an appropriate Certificate of Insurance, signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

To the extent Broker is permitted to and elects to sub-contract any of the work performed under this Agreement, Broker shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors. Such insurance required of Subcontractors shall be at the sole discretion of Broker.

If the insurance policies expire or terminate during the term of this Agreement, Broker shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than five (5) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Broker shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required by this Agreement. Broker may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by this Agreement.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon or a blanket endorsement providing the waiver in the same manner as outlined in the Advisory Form WC 00 03 13.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$500,000	Each Accident
	$500,000	Disease - Policy Limit
	$500,000	Disease - Each Employee

General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), and acceptable to the City.

City and its members, officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00

01), including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

Professional Liability Insurance

Such insurance shall be on a form acceptable to the City and shall cover the Broker and all Subcontractors for those sources of liability arising out of the rendering or failure to render professional services in the performance of the work. If coverage is on an occurrence basis, the coverage must be maintained, for at least three years after completion of all work required under the Agreement, for liability resulting from the rendering or failure to render professional services in the performance of the work under this Agreement. If on a claims-made basis, the retroactive date must be no later than the inception of services under this Agreement, and the coverage must respond to all claims which are made, within at least three years after completion of all work required under this Agreement, for liability resulting from the rendering or failure to render professional services in the performance of the work under this Agreement.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim/Annual Aggregate $1,000,000

General Conditions

The insurance provided by the Broker shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by City or City's members, officials, officers or employees. Any insurance, or self-insurance, maintained by the City shall be in excess of, and shall not contribute with, the insurance provided by Broker.

To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of City), Broker shall be responsible for paying on behalf of City (and any other person or organization Broker has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of Broker, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to the City or City's members, officials, officers or employees by the insurance provided by Broker or the City shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Broker) available to the City under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by Broker shall relieve Broker from the responsibility to provide insurance as required by this Contract.

Broker shall deliver to City the required certificate(s) of insurance before City signs this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Procurement Department
100 North U.S. #1
Fort Pierce, FL 34950

Additional Insured for Commercial General Liability and Automobile Liability shall be:

Additional Insured

City of Fort Pierce and its board members, officials, officers and employees.

SECTION IV

INSTRUCTIONS TO PROPOSERS

1. PURPOSE

The intent of this Request for Proposal is to obtain a licensed Florida Real Estate Broker ("Broker") to provide realtor services for City of Fort Pierce ("City") and other housing programs as needed. A Broker is needed to assist in sale of houses and other surplus property within the City. It is the City's intent to award Agreements to up to three (3) brokers.

2. COMPETITION INTENDED

It is the City's intent that this Request for Proposal (RFP) permit competition. It shall be the offeror's responsibility to advise the Purchasing Manager in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Manager not later than fifteen (15) days prior to the date set for acceptance of proposals.

3. PROPOSAL OPENING

3.1 Proposals are due on or before **3:00 PM, Monday, September 7, 2015.** Six (6) copies (one original and five copies) of sealed proposals shall be mailed or delivered to:

Delivery Address:
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480

Copies of the proposal documents are available electronically from the Procurement Department by e-mail request to biddesk@city-ftpierce.com on the web site of City of for Fort Pierce (www.cityoffortpierce.com) and Demandstar.com (www.demandstar.com) .

Any proposals received after the designated time and date listed above will be returned unopened.

3.2 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after Agreement award."**

4. INQUIRIES/QUESTIONS

4.1 All inquiries will be in a written format and addressed to City of Fort Pierce Deputy City Manager with a copy to the Purchasing Manager:

TO
City of Fort Pierce
Nick Mimms
Deputy City Manager
P. O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 460-6847
Email: nmimms@city-ftpierce.com

COPY
City of Fort Pierce
Gelencia Carter
Purchasing Manager
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 595-9948
Email: biddesk@city-ftpierce.com

4.2 No inquiries will be received within seven (7) calendar days of proposal closing date.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section III of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. REFERENCES

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

9. PURCHASING CARD PROGRAM

9.1 The City has implemented a **Purchasing Card Program.** The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the bid price for the acceptance of Visa will be considered in the bid award.** If no such percentage is given, the City shall assume 0% discount applies.

9.2 Proposers are requested to state on the Bid Response Form, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Agreement price shall be governed by the Net 30 ARI (after receipt of invoice).

SECTION V

STATEMENT OF WORK

1.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. *All offerors shall submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and rejected.* The following criteria shall be met in order to be eligible for this Agreement:

1.1 Proof of current Florida Real Estate license. Provide a copy of a current license.

2.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

2.1 The Broker shall:

2.1.1 Assist the City with the purchase and sale of property within the City, and other programs as necessary.

2.1.2 Be responsible for writing standard real estate Agreements using the Florida Association of Realtors (FAR) regional Sales Agreement and its accompanying documents, various banks addendums and the City addendum, if applicable.

2.1.3 Represent the City when the City purchases property. The Broker shall be paid by the seller through the listing agreement.

2.1.4 Represent the buyer when the City sells an property. The Broker shall be paid by the City to represent the buyer and the City shall use other counsel for the transaction. The buyer is not required to use the City's Broker if the buyer has his/her own representation.

2.1.5 Accept fixed fees as set forth by the programs. The commission ranges from transactions shall be as follows:

2.1.5.1 If other property is purchased from the City, the Broker shall be receive no more than $750 in commission to represent the buyer and to write the Agreement.

2.1.5.2 If the City needs to sell property at market rate, the Broker shall receive no more than 5-6% commission for the transaction.

2.1.6 Be responsible for communicating the current market conditions to the City representative(s) by preparing a Broker's Price Opinion (BPO) on potential purchases.

2.1.7 Coordinate details of all ratified real estate Agreements to ensure that Agreement requirements are met in accordance with the Agreement timelines. These items include but are not limited to: appraisal, home inspections, other inspections, order title work, order survey, schedule settlement, and coordinate all Agreement post ratification addendums with other parties involved in the transaction. (Please note that the City already holds Agreements for appraisal, title and banking services and use of these Agreements is required.)

2.1.8 Accompany City representatives and/or purchasers at real estate settlements when necessary.

2.1.9 Provide purchasers of City owned property with representation.

2.1.10 Coordinate with the title company to ensure that all parties have submitted necessary documentation to settlement within the Agreement timelines and/or deadlines.

2.1.11 Be available within a reasonable amount of time to show properties to the City and/or purchasers who are qualified and participate in the City-sponsored program.

2.1.12 Participate in and document negotiation and acquisition activities which may include, but are not limited to, phone calls, individual meetings, multiple-party meetings, settlement agreements, counter proposals, objections to any matters of record or issues presented, justifications contradictory to or in support of any issues, legal proceedings and/or matters of title to property.

2.1.13 Designate up to two (2) agents within the office to be assigned to the City in performing the services under this Agreement.

3.0 AGREEMENT TERMS AND CONDITIONS

The Agreement with the successful offeror will contain the following Agreement Terms and Conditions. **Offerors intending to require additional or different language must include such language with their proposal. Failure to provide offeror's additional Agreement terms may result in rejection of the proposal.**

3.1 Procedures

The extent and character of the services to be performed by the Broker shall be subject to the general control and approval of the Deputy City Manager/Director, Fort Pierce Redevelopment Agency or the authorized representative(s). The Broker shall not comply with requests and/or orders issued by other than the Deputy City Manager/Director, Fort Pierce Redevelopment Agency or the authorized representative(s) acting within their authority for the City. Any change to the Agreement must be approved in writing by the Purchasing Manager and the Broker.

3.2 Agreement Period

The Agreement shall cover the period from one (1) year, or an equivalent period depending upon date of Agreement award.

This Agreement may be renewed at the expiration of the initial term at the request of the City. The renewal may be for up to three additional one year periods. Any renewal shall be based on the same prices, terms and conditions as the initial term unless otherwise agreed to by the City.

Notice of intent to renew will be given to the Broker in writing, normally ninety (90) days before the expiration date of the current term.

3.3 Delays

If delay is foreseen, the Broker shall give immediate written notice to the Division of Procurement. The Broker must keep the City advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Broker.

3.4 Delivery Failures

Time is of the essence. Should the Broker fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Purchasing Agent, or should the Broker fail to make a timely replacement of rejected items when so requested, the City may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Broker shall reimburse the City for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the City owes to the Broker from prior transactions, an amount equal to the additional expense incurred by the City as a result of the Brokers nonperformance shall be deducted from the balance as payment.

3.5 Material Safety Data Sheets

By law, the City of Fort Pierce will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the City, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Broker must identify a substitute that will meet the City's criteria for approval.

3.6 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in City of Fort Pierce are required to be licensed in accordance with the City's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Agreement or any renewal period.

Wholesale and retail merchants without a business location in City of Fort Pierce are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (772) 429-2900.

3.7 Payment of Taxes

All Brokers located or owning property in City of Fort Pierce shall assure that all real and personal property taxes are paid.

The City will verify payment of all real and personal property taxes by the Broker prior to the award of any Agreement or Agreement renewal.

3.8 Hold Harmless Clause

The Broker shall, indemnify, defend, and hold harmless the City from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Broker. The Broker agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "City" and "Broker" includes their employees, officials, agents, and representatives. "Broker" also includes subcontractors and suppliers to the Broker. The word "defend" means to provide legal counsel for the City or to reimburse the City for its attorneys' fees and costs related to the claim. This section shall survive the Agreement.

3.9 Permits

It shall be the responsibility of the Broker to comply with City ordinances by securing any necessary permits. The City shall waive any fees involved in securing City permits.

3.10 Faith-Based Organizations

City does not discriminate against faith-based organizations.

3.11 Immigration Reform and Control Act of 1986

By entering this Agreement, the Broker certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

3.12 Substitutions

NO substitutions or cancellations are permitted after Agreement award without written approval by the Division of Procurement. Where specific employees are proposed by the Broker for the work, those employees shall perform the work as long as those employees work for the Broker, either as employees or subBrokers, unless the City agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the City at its sole discretion.

3.13 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

3.14 Workmanship and Inspection

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Broker and its employees shall be professional and courteous at all times. The City may, in writing, require the Broker to remove any employee from work for reasonable cause as determined by the City. Further, the City may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the City does not relieve the Broker from any responsibility in meeting the Agreement requirements.

3.15 Invoicing and Payment

Invoices for commission shall be paid upon completion of transaction at settlement of each property.

3.16 Payments to SubBrokers

Within seven (7) days after receipt of amounts paid by the City for work performed by a subBroker under this Agreement, the Broker shall either:

A. Pay the subBroker for the proportionate share of the total payment received from the City attributable to the work performed by the subBroker under this Agreement; or

B. Notify the City and subBroker, in writing, of his intention to withhold all or a part of the subBroker's payment and the reason for non-payment.

The Broker shall pay interest to the subBroker on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Broker shall include in each of its subAgreements a provision requiring each subBroker to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subBroker.

The Broker's obligation to pay an interest charge to a subBroker pursuant to this provision may not be construed to be an obligation of the City.

3.17 Assignment of Agreement

The Agreement may not be assigned in whole or in part without the written consent of the Purchasing Manager.

3.18 Termination

Subject to the provisions below, the Agreement may be terminated by the City upon thirty (30) days advance written notice to the Broker; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the City until said work or services are completed and accepted.

A. Termination for Convenience

The City may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Broker shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled and, to the extent permitted by law, the Broker shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement.

3.19 Agreementual Disputes

The Broker shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Broker shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Broker within thirty (30) days of the City's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Broker appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or his designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

3.20 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

3.21 Confidentiality

The Broker acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the City of Fort Pierce. Therefore, except as required by law, the Broker agrees that its employees will not:

A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.

B. Access or attempt to access information beyond their stated authorization.

C. Disclose to any other person or allow any other person access to any information related to the City or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication,

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public Agreementing and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any Agreement to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a Agreement or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of Agreements, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. AGREEMENTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final Agreement or purchase order. The order of precedence will be Proposal Document and response, purchase order or Agreement, and general law. Any and all legal action necessary to enforce a Agreement or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the Agreement or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. **ADVERTISING**

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. **ASSIGNMENT**

Any purchase order or Agreement issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Proposer.

28. **FACILITIES**

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. **REPRESENTATION**

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. **DISQUALIFICATION OF PROPOSER**

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. **ADJUSTMENTS/CHANGES/DEVIATIONS**

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. **INSURANCE**

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

33. **PUBLIC RECORDS**

Upon award recommendation or ten days after opening, proposals 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 Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

34. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

SPECIAL TERMS AND CONDITIONS
LOCAL VENDOR PREFERENCE

1. DEFINITION

"Local business", shall mean a business which meets the following criteria:

1.1 Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee City for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the City. The fixed office or distribution point must be staffed and have a valid business tax receipt issued by the City at least 6 months prior to bid/proposal (must provide a copy). Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and

1.2 Holds any business license required by City; and

1.3 Is the principal offeror who is a single offeror; a business which is the prime Broker and not a subBroker; or a partner or joint venturer submitting an offer in conjunction with other businesses.

2. CERTIFICATION

Any vendor claiming to be a local business as defined by subsection 1-above, shall so certify in writing to the Purchasing Department. The certification shall provide all necessary information to meet the requirements of subsection (1.1) above. The Purchasing Department shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business".

3. NON-LOCAL BUSINESS

"Non-local business" means a bidder which is not a local business

3.1 Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific Agreement award. Except where federal or state law, or any other funding source, mandates to the contrary, City of Fort Pierce and its agencies and instrumentalities, will give preference to local businesses as outlined below in Section 4.

4. COMPETITIVE BID (SECOND CHANCE OFFER)

4.1 Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined. A **Second Chance Offer** will be offered to the lowest bidder if non-local and the lowest local bidder within 5% of the non-local bidder. Each bidder will be given the opportunity to resubmit a "second chance" bid price. Once the bids have been received by the Purchasing Department, a recommendation for award will be made with the new bid prices. If the local bidder does not resubmit a "second chance" bid price, declines, or is not the lowest bid price, then award will be made to the lowest overall qualified and responsive responsible bidder. If **ALL** bids made by "second chance" bidders are higher than the original low bid, then award will be made to the original low overall qualified and responsive responsible bidder.

4.2 In the event a bidder is awarded a Agreement pursuant to this section, all requests for change orders must be approved by the City Commission of the City of Fort Pierce.

5. CONSTRUCTION PROJECTS

5.1 **OPTION 1: NON-LOCAL BROKERS** for construction projects that use a minimum of 60% up to 75% of the dollar value of the project for local sub-Brokers and material suppliers would qualify as a "local" Broker.

5.2 **OPTION 2: NON-LOCAL BROKERS** ~ that employs more than 30% minority employees and a minimum of 60% up to 75% local employees whose primary residence is within the boundaries of St. Lucie City, would qualify as a "local" Broker.

5.3 ***Preference for RFP (request for proposals)*** – In purchasing of, or letting of Agreements for procurement of, personal property, materials, Agreementual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, the locality rating evaluation score shall be assigned as follows:

LOCALITY RATING ~ TABLE

LOCATION	RATING
Headquartered within the City of Fort Pierce	25
Headquartered within the four counties (Martin, Okeechobee, Indian River, St. Lucie City)	20
Satellite office in four counties (Martin, Okeechobee, Indian River, St. Lucie City)	15
Office located in State of Florida	10
Office located outside of Florida	0
Proposing firms can only receive a score from one of the above categories.	

6. NOTICE

Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.

7. WAIVER OF APPLICATION OF LOCAL PREFERENCE

The application of Local Preference to a particular purchase or Agreement for which the City of Fort Pierce is the awarding authority may be waived upon approval of the Commissioners.

8. COMPARISON OF QUALIFICATIONS

The preference established herein in no way prohibit the right of the Commissioners to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids. Further, the preferences established herein in no way prohibit the right of the City Commission from giving any further preference permitted by law instead of the preference granted herein.

9. RECIPROCITY

In the event any other Florida City or municipality ("local government") deemed appropriate by the City of Fort Pierce extends preferences to local businesses. City of Fort Pierce may enter into an interlocal agreement with such local government wherein the preferences of this section may be extended and made available to vendors that have a valid business tax receipt issued by the specific local government to do business in that local government that authorizes the vendor to provide the commodities and services to be purchased, and a physical business address located within the limits of that local government. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Vendors must also be authorized to do business in City of Fort Pierce. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as a "local business" under this section. In no event shall the amount of the preference accorded other local government firms exceed the amount of preference that such local government extends to City of Fort Pierce firms competing for its Agreements.

CRA Advisory Committee
Meeting Date: 10/21/2015
Re: Presentation for RFP No. 2015-051 by Keller Williams Realty
Submitted For: Nick Mimms, Deputy City Manager, City Manager

Information

SUBJECT
Keller Williams Realty

Attachments
Presentation Interview RFP No. 2015-051 Keller Williams Realty
Keller Williams Realty for RFP No. 2015-051

CITY OF FORT PIERCE
Florida

PURCHASING DEPARTMENT
CITY HALL, 100 NORTH U.S. 1
P.O. BOX 1480
FORT PIERCE, FLORIDA 34954-1480

TEL.: (772) 467-3000
FAX: (772) 467-3848
www.cityoffortpierce.com

October 1, 2015

Keller Williams Realty/KW Commercial
9700 Reserve Blvd.
Port St Lucie, FL 34986
Attn: Mr. Edward A. Brzuskiewicz, Senior Realtor Associate

Certified Mail/Return Receipt
7015 0640 0004 9330 9546

RE: Realtor Services, RFP No. 2015-051

Dear Mr. Brzuskiewicz:

The Community Redevelopment Agency Advisory Committee will conduct Presentation Interviews during their regular meeting on **Wednesday, October 21, 2015**, at 2:00 PM, Fort Pierce Yacht Club, 700 N. Indian River Drive in Fort Pierce. Listed below are times for your firm/organization presentations and interviews:

- 2:15 PM – 2:30 PM — Coldwell Banker Paradise Hoyt Murphy Realtors , Fort Pierce, FL
- 2:35 PM - 2:50 PM — Kenneth A Durham Realty LLC , Fort Pierce, FL
- 2:55 PM - 3:05 PM — Keller Williams Realty, Port St. Lucie, FL

Please prepare to share with the committee your vision for the project listed in your proposal.

The rules for presentations are as follows:
1. Maximum ten (10) minute time limit for presentation.
2. Five (5) minute time limit for question/answer period.
3. You are to provide **ALL** technology needed for your presentation.
4. Committee reserves the right to record all presentations.
5. All presentations are open to the public.

Respectfully,

Georgia Montgomery, Purchasing Specialist

/gm

ACKNOWLEDGED BY:

Edward A. Brzuskiewicz

Date

cc: Nick Mimms, P.E., Deputy City Manager
Tony Barnes, CPPB, Director of Procurement
Angela Wilkinson, Executive Assistant

DELIVER TO: **City of Fort Pierce** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Procurement Dept.** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REVISED REQUEST FOR PROPOSALS and PROPOSER ACKNOWLEDGMENT**
Contact: Gelencia Carter, 772-467-3748	**RFP No: 2015-051**
Mandatory Pre-Bid Conference Date: **N/A**	**RFP Title: REALTOR SERVICES**
Mandatory Pre-Bid Location: **N/A**	**RFP Opening Location:** **City of Ft. Pierce Procurement Dept.** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFP Due Date & Time: **3:00 PM, MONDAY, SEPTEMBER 7, 2015**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: Safe Harbor Realty of Port St. Lucie,LLC DBA Keller Williams Realty **Mailing Address:** 9700 Reserve Blvd	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.*** X _____ **Authorized Signature (Manual)**
City, State, Zip Code: Port St. Lucie, FL 34986	**Typed or Printed Name:** Michael Brue
Type of Entity (Circle One): **Corporation Partnership Proprietorship**	**Title:** Broker / General Manager
Incorporated in the State of: Florida **Year:** 2013	**Delivery in _____ days, ARO**
Phone Number: 772-236-5700	**Payment Terms: Net 30 Days**
Fax Number: 772-236-5701	**FEIN or SS Number:** 45-4474562
E-Mail Address: Ed.B@KW.Com	**Local Business:** X Y __N **MWBE:** __Y X N
Bid Security is attached, when required, in the amount of $ N/A **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit six (6) complete sets (one [1] original and five [5] copies) of their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in Agreementual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: http://www.purchasing.ci.fort-pierce.fl.us.

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Director of Administrative Services will provide an exemption certificate to the awarded Proposer. Vendors or Brokers doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill Agreementual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of Agreements for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a Agreement or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the Agreement or purchase order document, and to be submitted to the Engineering Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject Agreement or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into Agreement or purchase order document.

c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or Agreement in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into Agreement or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or Agreement award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or Agreementual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public Agreementing and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any Agreement to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a Agreement or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of Agreements, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. AGREEMENTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final Agreement or purchase order. The order of precedence will be Proposal Document and response, purchase order or Agreement, and general law. Any and all legal action necessary to enforce a Agreement or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the Agreement or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or Agreement issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

33. PUBLIC RECORDS

Upon award recommendation or ten days after opening, proposals 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 Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

34. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

SPECIAL TERMS AND CONDITIONS
LOCAL VENDOR PREFERENCE

1. DEFINITION

"Local business", shall mean a business which meets the following criteria:

1.1 Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee City for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the City. The fixed office or distribution point must be staffed and have a valid business tax receipt issued by the City at least 6 months prior to bid/proposal (must provide a copy). Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and

1.2 Holds any business license required by City; and

1.3 Is the principal offeror who is a single offeror; a business which is the prime Broker and not a subBroker; or a partner or joint venturer submitting an offer in conjunction with other businesses.

2. CERTIFICATION

Any vendor claiming to be a local business as defined by subsection 1-above, shall so certify in writing to the Purchasing Department. The certification shall provide all necessary information to meet the requirements of subsection (1.1) above. The Purchasing Department shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business".

3. NON-LOCAL BUSINESS

"Non-local business" means a bidder which is not a local business

3.1 Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific Agreement award. Except where federal or state law, or any other funding source, mandates to the contrary, City of Fort Pierce and its agencies and instrumentalities, will give preference to local businesses as outlined below in Section 4.

4. COMPETITIVE BID (SECOND CHANCE OFFER)

4.1 Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined. A **Second Chance Offer** will be offered to the lowest bidder if non-local and the lowest local bidder within 5% of the non-local bidder. Each bidder will be given the opportunity to resubmit a "second chance" bid price. Once the bids have been received by the Purchasing Department, a recommendation for award will be made with the new bid prices. If the local bidder does not resubmit a "second chance" bid price, declines, or is not the lowest bid price, then award will be made to the lowest overall qualified and responsive responsible bidder. If **ALL** bids made by "second chance" bidders are higher than the original low bid, then award will be made to the original low overall qualified and responsive responsible bidder.

4.2 In the event a bidder is awarded a Agreement pursuant to this section, all requests for change orders must be approved by the City Commission of the City of Fort Pierce.

5. CONSTRUCTION PROJECTS

5.1 **OPTION 1: NON-LOCAL BROKERS** for construction projects that use a minimum of 60% up to 75% of the dollar value of the project for local sub-Brokers and material suppliers would qualify as a "local" Broker.

5.2 **OPTION 2: NON-LOCAL BROKERS** ~ that employs more than 30% minority employees and a minimum of 60% up to 75% local employees whose primary residence is within the boundaries of St. Lucie City, would qualify as a "local" Broker.

5.3 ***Preference for RFP (request for proposals)*** – In purchasing of, or letting of Agreements for procurement of, personal property, materials, Agreementual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, the locality rating evaluation score shall be assigned as follows:

LOCALITY RATING ~ TABLE

LOCATION	RATING
Headquartered within the City of Fort Pierce	25
Headquartered within the four counties (Martin, Okeechobee, Indian River, St. Lucie City)	20
Satellite office in four counties (Martin, Okeechobee, Indian River, St. Lucie City)	15
Office located in State of Florida	10
Office located outside of Florida	0
Proposing firms can only receive a score from one of the above categories.	

6. NOTICE

Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.

7. WAIVER OF APPLICATION OF LOCAL PREFERENCE

The application of Local Preference to a particular purchase or Agreement for which the City of Fort Pierce is the awarding authority may be waived upon approval of the Commissioners.

8. COMPARISON OF QUALIFICATIONS

The preference established herein in no way prohibit the right of the Commissioners to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids. Further, the preferences established herein in no way prohibit the right of the City Commission from giving any further preference permitted by law instead of the preference granted herein.

9. RECIPROCITY

In the event any other Florida City or municipality ("local government") deemed appropriate by the City of Fort Pierce extends preferences to local businesses. City of Fort Pierce may enter into an interlocal agreement with such local government wherein the preferences of this section may be extended and made available to vendors that have a valid business tax receipt issued by the specific local government to do business in that local government that authorizes the vendor to provide the commodities and services to be purchased, and a physical business address located within the limits of that local government. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Vendors must also be authorized to do business in City of Fort Pierce. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as a "local business" under this section. In no event shall the amount of the preference accorded other local government firms exceed the amount of preference that such local government extends to City of Fort Pierce firms competing for its Agreements.

SECTION III

INSURANCE REQUIREMENTS

Broker shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Evidence of Insurance

Broker shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Broker shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City, at all times, reserves the right to request additional documentation and evidence of insurance as, in its sole discretion, it may require and the Broker hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability Insurance and Business Auto Liability Insurance, an appropriate Certificate of Insurance, signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

To the extent Broker is permitted to and elects to sub-contract any of the work performed under this Agreement, Broker shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors. Such insurance required of Subcontractors shall be at the sole discretion of Broker.

If the insurance policies expire or terminate during the term of this Agreement, Broker shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than five (5) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Broker shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required by this Agreement. Broker may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by this Agreement.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon or a blanket endorsement providing the waiver in the same manner as outlined in the Advisory Form WC 00 03 13.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$500,000	Each Accident
	$500,000	Disease - Policy Limit
	$500,000	Disease - Each Employee

General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), and acceptable to the City..

City and its members, officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00

01), including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

Professional Liability Insurance

Such insurance shall be on a form acceptable to the City and shall cover the Broker and all Subcontractors for those sources of liability arising out of the rendering or failure to render professional services in the performance of the work. If coverage is on an occurrence basis, the coverage must be maintained, for at least three years after completion of all work required under the Agreement, for liability resulting from the rendering or failure to render professional services in the performance of the work under this Agreement. If on a claims-made basis, the retroactive date must be no later than the inception of services under this Agreement, and the coverage must respond to all claims which are made, within at least three years after completion of all work required under this Agreement, for liability resulting from the rendering or failure to render professional services in the performance of the work under this Agreement.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim/Annual Aggregate	$1,000,000

General Conditions

The insurance provided by the Broker shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by City or City's members, officials, officers or employees. Any insurance, or self-insurance, maintained by the City shall be in excess of, and shall not contribute with, the insurance provided by Broker.

To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of City), Broker shall be responsible for paying on behalf of City (and any other person or organization Broker has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of Broker, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to the City or City's members, officials, officers or employees by the insurance provided by Broker or the City shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Broker) available to the City under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by Broker shall relieve Broker from the responsibility to provide insurance as required by this Contract.

Broker shall deliver to City the required certificate(s) of insurance before City signs this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Procurement Department
100 North U.S. #1
Fort Pierce, FL 34950

Additional Insured for Commercial General Liability and Automobile Liability shall be:

Additional Insured

City of Fort Pierce and its board members, officials, officers and employees.

SECTION IV

INSTRUCTIONS TO PROPOSERS

1. PURPOSE

The intent of this Request for Proposal is to obtain a licensed Florida Real Estate Broker ("Broker") to provide realtor services for City of Fort Pierce ("City") and other housing programs as needed. A Broker is needed to assist in sale of houses and other surplus property within the City. It is the City's intent to award Agreements to up to three (3) brokers.

2. COMPETITION INTENDED

It is the City's intent that this Request for Proposal (RFP) permit competition. It shall be the offeror's responsibility to advise the Purchasing Manager in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Manager not later than fifteen (15) days prior to the date set for acceptance of proposals.

3. PROPOSAL OPENING

3.1 Proposals are due on or before **3:00 PM, Monday, September 7, 2015.** Six (6) copies (one original and five copies) of sealed proposals shall be mailed or delivered to:

Delivery Address:
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480

Copies of the proposal documents are available electronically from the Procurement Department by e-mail request to biddesk@city-ftpierce.com on the web site of City of for Fort Pierce (www.cityoffortpierce.com) and Demandstar.com (www.demandstar.com) .

Any proposals received after the designated time and date listed above will be returned unopened.

3.2 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after Agreement award."**

4. INQUIRIES/QUESTIONS

4.1 All inquiries will be in a written format and addressed to City of Fort Pierce Deputy City Manager with a copy to the Purchasing Manager:

TO
City of Fort Pierce
Nick Mimms
Deputy City Manager
P. O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 460-6847
Email: nmimms@city-ftpierce.com

COPY
City of Fort Pierce
Gelencia Carter
Purchasing Manager
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 595-9948
Email: biddesk@city-ftpierce.com

4.2 No inquiries will be received within seven (7) calendar days of proposal closing date.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section III of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. REFERENCES

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

9. PURCHASING CARD PROGRAM

9.1 The City has implemented a **Purchasing Card Program.** The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the bid price for the acceptance of Visa will be considered in the bid award.** If no such percentage is given, the City shall assume 0% discount applies.

9.2 Proposers are requested to state on the Bid Response Form, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Agreement price shall be governed by the Net 30 ARI (after receipt of invoice).

SECTION V

STATEMENT OF WORK

1.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. *All offerors shall submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and rejected.* The following criteria shall be met in order to be eligible for this Agreement:

1.1 Proof of current Florida Real Estate license. Provide a copy of a current license.

2.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

2.1 The Broker shall:

2.1.1 Assist the City with the purchase and sale of property within the City, and other programs as necessary.

2.1.2 Be responsible for writing standard real estate Agreements using the Florida Association of Realtors (FAR) regional Sales Agreement and its accompanying documents, various banks addendums and the City addendum, if applicable.

2.1.3 Represent the City when the City purchases property. The Broker shall be paid by the seller through the listing agreement.

2.1.4 Represent the buyer when the City sells an property. The Broker shall be paid by the City to represent the buyer and the City shall use other counsel for the transaction. The buyer is not required to use the City's Broker if the buyer has his/her own representation.

2.1.5 Accept fixed fees as set forth by the programs. The commission ranges from transactions shall be as follows:

2.1.5.1 If other property is purchased from the City, the Broker shall be receive no more than $750 in commission to represent the buyer and to write the Agreement.

2.1.5.2 If the City needs to sell property at market rate, the Broker shall receive no more than 5-6% commission for the transaction.

2.1.6 Be responsible for communicating the current market conditions to the City representative(s) by preparing a Broker's Price Opinion (BPO) on potential purchases.

2.1.7 Coordinate details of all ratified real estate Agreements to ensure that Agreement requirements are met in accordance with the Agreement timelines. These items include but are not limited to: appraisal, home inspections, other inspections, order title work, order survey, schedule settlement, and coordinate all Agreement post ratification addendums with other parties involved in the transaction. (Please note that the City already holds Agreements for appraisal, title and banking services and use of these Agreements is required.)

2.1.8 Accompany City representatives and/or purchasers at real estate settlements when necessary.

2.1.9 Provide purchasers of City owned property with representation.

2.1.10 Coordinate with the title company to ensure that all parties have submitted necessary documentation to settlement within the Agreement timelines and/or deadlines.

2.1.11 Be available within a reasonable amount of time to show properties to the City and/or purchasers who are qualified and participate in the City-sponsored program.

2.1.12 Participate in and document negotiation and acquisition activities which may include, but are not limited to, phone calls, individual meetings, multiple-party meetings, settlement agreements, counter proposals, objections to any matters of record or issues presented, justifications contradictory to or in support of any issues, legal proceedings and/or matters of title to property.

2.1.13 Designate up to two (2) agents within the office to be assigned to the City in performing the services under this Agreement.

3.0 AGREEMENT TERMS AND CONDITIONS

The Agreement with the successful offeror will contain the following Agreement Terms and Conditions. **Offerors intending to require additional or different language must include such language with their proposal. Failure to provide offeror's additional Agreement terms may result in rejection of the proposal.**

3.1 Procedures

The extent and character of the services to be performed by the Broker shall be subject to the general control and approval of the Deputy City Manager/Director, Fort Pierce Redevelopment Agency or the authorized representative(s). The Broker shall not comply with requests and/or orders issued by other than the Deputy City Manager/Director, Fort Pierce Redevelopment Agency or the authorized representative(s) acting within their authority for the City. Any change to the Agreement must be approved in writing by the Purchasing Manager and the Broker.

3.2 Agreement Period

The Agreement shall cover the period from one (1) year, or an equivalent period depending upon date of Agreement award.

This Agreement may be renewed at the expiration of the initial term at the request of the City. The renewal may be for up to three additional one year periods. Any renewal shall be based on the same prices, terms and conditions as the initial term unless otherwise agreed to by the City.

Notice of intent to renew will be given to the Broker in writing, normally ninety (90) days before the expiration date of the current term.

3.3 Delays

If delay is foreseen, the Broker shall give immediate written notice to the Division of Procurement. The Broker must keep the City advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Broker.

3.4 Delivery Failures

Time is of the essence. Should the Broker fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Purchasing Agent, or should the Broker fail to make a timely replacement of rejected items when so requested, the City may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Broker shall reimburse the City for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the City owes to the Broker from prior transactions, an amount equal to the additional expense incurred by the City as a result of the Brokers nonperformance shall be deducted from the balance as payment.

3.5 Material Safety Data Sheets

By law, the City of Fort Pierce will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the City, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Broker must identify a substitute that will meet the City's criteria for approval.

3.6 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in City of Fort Pierce are required to be licensed in accordance with the City's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Agreement or any renewal period.

Wholesale and retail merchants without a business location in City of Fort Pierce are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (772) 429-2900.

3.7 Payment of Taxes

All Brokers located or owning property in City of Fort Pierce shall assure that all real and personal property taxes are paid.

The City will verify payment of all real and personal property taxes by the Broker prior to the award of any Agreement or Agreement renewal.

3.8 Hold Harmless Clause

The Broker shall, indemnify, defend, and hold harmless the City from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Broker. The Broker agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "City" and "Broker" includes their employees, officials, agents, and representatives. "Broker" also includes subcontractors and suppliers to the Broker. The word "defend" means to provide legal counsel for the City or to reimburse the City for its attorneys' fees and costs related to the claim. This section shall survive the Agreement.

3.9 Permits

It shall be the responsibility of the Broker to comply with City ordinances by securing any necessary permits. The City shall waive any fees involved in securing City permits.

3.10 Faith-Based Organizations

City does not discriminate against faith-based organizations.

3.11 Immigration Reform and Control Act of 1986

By entering this Agreement, the Broker certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

3.12 Substitutions

NO substitutions or cancellations are permitted after Agreement award without written approval by the Division of Procurement. Where specific employees are proposed by the Broker for the work, those employees shall perform the work as long as those employees work for the Broker, either as employees or subBrokers, unless the City agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the City at its sole discretion.

3.13 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

3.14 Workmanship and Inspection

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Broker and its employees shall be professional and courteous at all times. The City may, in writing, require the Broker to remove any employee from work for reasonable cause as determined by the City. Further, the City may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the City does not relieve the Broker from any responsibility in meeting the Agreement requirements.

3.15 Invoicing and Payment

Invoices for commission shall be paid upon completion of transaction at settlement of each property.

3.16 Payments to SubBrokers

Within seven (7) days after receipt of amounts paid by the City for work performed by a subBroker under this Agreement, the Broker shall either:

A. Pay the subBroker for the proportionate share of the total payment received from the City attributable to the work performed by the subBroker under this Agreement; or

B. Notify the City and subBroker, in writing, of his intention to withhold all or a part of the subBroker's payment and the reason for non-payment.

The Broker shall pay interest to the subBroker on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Broker shall include in each of its subAgreements a provision requiring each subBroker to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subBroker.

The Broker's obligation to pay an interest charge to a subBroker pursuant to this provision may not be construed to be an obligation of the City.

3.17 Assignment of Agreement

The Agreement may not be assigned in whole or in part without the written consent of the Purchasing Manager.

3.18 Termination

Subject to the provisions below, the Agreement may be terminated by the City upon thirty (30) days advance written notice to the Broker; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the City until said work or services are completed and accepted.

A. Termination for Convenience

The City may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Broker shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled and, to the extent permitted by law, the Broker shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement.

3.19 Agreementual Disputes

The Broker shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Broker shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Broker within thirty (30) days of the City's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Broker appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or his designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

3.20 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

3.21 Confidentiality

The Broker acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the City of Fort Pierce. Therefore, except as required by law, the Broker agrees that its employees will not:

A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.

B. Access or attempt to access information beyond their stated authorization.

C. Disclose to any other person or allow any other person access to any information related to the City or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication,

written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Broker understands that the City, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the City may seek legal remedies available to it should such disclosure occur. Further, the Broker understands that violations of this provision may result in Agreement termination.

The Broker further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Broker shall hold all information provided by the City as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

3.22. Counterparts

This Agreement and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original.

4.0 EVALUATION CRITERIA

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The City Evaluation Committee will review and evaluate each proposal and selection will be made on the basis of the criteria listed below:

4.1 Ability to meet/exceed the Scope of Services. **30 points**

4.2 Credentials and related experience. **25 points**

4.3 Compliance with Agreement Terms and Conditions. **10 points**

4.4 Availability and capability for timely response. **15 points**

4.5 Cost of Services. **20 points**

The City Evaluation Committee will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The City Evaluation Committee may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The City Evaluation Committee may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Agreement award.

5.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

****NOTE: The Proposer must use sections and tabs which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters which the proposer wishes the City to take into consideration in reviewing the proposal.**

5.1 Letter of Transmittal

This letter will summarize in a brief and concise manner, the proposer's understanding of the Scope of Work and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the proposer must sign the Letter of Transmittal. The letters should not exceed two pages in length.

5.2 Ability to meet/exceed the Scope of Services:

- State your ability to meet/exceed all items within the Scope of Services.
- Describe methods you would use to locate foreclosed homes for purchase by the City.

5.3 Credentials and related experience:

- Resumes and proof of certificates and professional licensure of all key personnel who will be involved in this project.
- Provide information on your past experience with foreclosed properties.
- Disclose any review or disciplinary action taken by the Florida Real Estate Board (or the equivalent board of another jurisdiction, if applicable) during the past five (5) years with regard to any certificates and professional licensure of all key personnel.
- Provide information on which two (2) agents would be assigned to the City for this project.

5.4 Compliance with Agreement Terms and Conditions:

- State your compliance with the Agreement Terms and Conditions as contained in Section 3.0 of this RFP. Specifically list any deviations and provide justification for each deviation.

5.5 Availability and capability for timely response:

- Provide information on current workload and availability to participate in this Agreement.
- Provide information on where you are located and distance from City of Fort Pierce.

- Provide timeframe of how much notice needed to respond to inquiries from City Staff and hours of operation.

5.6 References

- Please see Section IV, Instruction to Proposers, page 14

5.7 Cost of Services:

- Provide a rate schedule for the purchase and sale of homes.
- Describe any discounts provided to City.

6.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

6.1 Submission of Proposals

Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Agreementual obligations.

6.2 Firm Pricing for City Acceptance

Proposal pricing must be firm for City acceptance for a minimum of ninety (90) days from proposal receipt date.

6.3 Authority to Bind Firm in Agreement

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A AGREEMENT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.
If a general partnership, any general partner may sign.
If a limited partnership, a general partner must sign.
If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.
If a regular corporation, the CEO, President or Vice-President must sign.
Others may be granted authority to sign but the City requires that a corporate document authorizing him/her to sign be submitted with proposal.

6.4 Withdrawal of Proposals

A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.

B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

6.5 City Furnished Support/Items

The estimated level of support required from City personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The City may furnish these facilities if the City considers them reasonable, necessary, and available for the Broker to complete his task.

6.6 SubBrokers

Offerors shall include a list of all subBrokers with their proposal. Proposals shall also include a statement of the subBrokers' qualifications. The City reserves the right to reject the successful offeror's selection of subBrokers for good cause. If a subBroker is rejected the offeror may replace that subBroker with another subBroker subject to the approval of the City. Any such replacement shall be at no additional expense to the City nor shall it result in an extension of time without the City's approval.

6.7 Prohibition as SubBrokers

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subAgreement or other work agreement for the person or firm to whom the Agreement is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

6.8 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The City reserves the right to accept or reject any proposed change to the scope.

6.9 Miscellaneous Requirements

A. The City will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.

C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any Agreement awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a Agreement with the City.

D. The City reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City. Offerors whose proposals are not accepted will be notified in writing.

SECTION VI - FORMS

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Proposal cover page (page 1) completed, signed and attached?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in proposal documents.	✓	
Include proof of proper insurance as stated in proposal documents.	✓	
Proposal envelope is marked accordingly.	✓	
Is Drug-Free Work Place form signed and enclosed?	✓	
W-9 Form completed, signed and attached?	✓	
Are six (6) complete proposal packages included (one original and five copies)?	✓	

PLEASE SIGN AND RETURN WITH PROPOSAL _____

PROPOSAL SUBMISSION FORM

THE FIRM OF: Safe Harbor Realty of Port St. Lucie, LLC DBA - Keller Williams Realty

Address: 9700 Reserve Blvd

Port St. Lucie, FL 34986

FEIN 45-4474562

Hereby agrees to provide the requested services as defined in Request for Proposal No. 2015-051 for the price as stated in the price proposal.

The following shall be returned with your proposal. Failure to do so may be cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addenda.

ITEM:	INCLUDED: (X)
1. References	X
2. Addenda, if any.	X
3. One (1) original and five (5) copies	X
4. Proposal Response Information	X
5. W-9 Form	X
6. Certificate of Insurance	X

Person to contact regarding this proposal: Edward A. Brzuskiewicz

Title: Senior Realtor Associate Phone: 772-236-5700 Ext 340 Fax: 772-236-5701

E-mail: Ed.B @KW.com or Ed.B @KWCommercial.com

kw PORT ST. LUCIE
KELLERWILLIAMS. REALTY

KW COMMERCIAL

City of Fort Pierce RFP 2015 – 051

Bid Proposal for Realtor Services

Presented By Safe Harbor Realty of Port St. Lucie LLC

DBA Keller Williams Realty / KW Commercial

Keller Williams Realty / KW Commercial
9700 Reserve Blvd
Port St. Lucie, FL 34986
772-236-5700

Edward A. Brzuskiewicz / Realtor
FL # SL687833
Senior Realtor Associate
City of Fort Pierce Project Leader
772.579.9150
Ed.B@KW.com or Ed.B@KWcommercial.com

kw PORT ST. LUCIE
KELLERWILLIAMS REALTY

KW COMMERCIAL

September 9, 2015

City of Fort Pierce - Purchasing Department
100 North U.S. # 1
Fort Pierce, FL 34950

RE: Bid RFP No: 2015-051 for Realtor Services for the City of Fort Pierce
Letter of Transmittal

Dear Procurement Dept:

Safe Harbor Realty of Port St. Lucie, LLC DBA Keller Williams Realty / KW Commercial would like to submit our proposal for Real Estate Service for the City of Fort Pierce.

Please find the Completed Bid Proposal with the requested documentations including a **Commission Scale Program** for the City of Fort Pierce. (Section V, 2.0 Scope of Services 2.1.5 Subsection 2.1.52)

- Letter of Transmittal
- Company Overview
- Port St. Lucie Office Statics
- Services
- KW Team
- Marketing

We like to thank the City of Fort Pierce for the opportunity to submit our proposal for Realtor Services.

If there are any questions on our proposal, we would be happy to address them. Please contact me at on my direct number 772-579-9150 or my office 772-236-5700.

Sincerely,

Edward A. Brzuskiewicz Senior Realtor / CIPS,TRC, SFR,PAI
Project Leader for the City of Fort Pierce

Keller Williams Realty / KW Commercial Real Estate Port St. Lucie
ALC (Agent Leadership Council) member with Keller Williams Realty
Email: Ed.B@KW.com
Email: Ed.B@KWcommercial.com

9700 Reserve Blvd - PGA Village
Saint Lucie West, FL 34986
Direct : 772-579-9150

kw PORT ST. LUCIE
KELLERWILLIAMS REALTY

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Scope of Services

5.1 Letter of Transmittal

Company Overview:

Keller Williams Realty, Inc. is the largest real estate franchise by agent count in the world, with approximately 700 offices and 120,000 associates in more than a dozen countries around the world. In 2015, Keller Williams was named the No. 1 training organization across all industries in the world by Training magazine. The company has grown exponentially since the opening of the first Keller Williams Realty office in 1983, and continues to cultivate an agent-centric, education-based, technology-driven culture that rewards associates as stakeholders. The company also provides specialized agents in luxury homes, commercial and farm and ranch properties. Keller Williams Realty online at (www.kw.com).

Port St. Lucie Office:

Open as a Market Center in 2013 we moved in to our new location in St. Lucie West in PGA Village and quickly expanded operations with an addition increasing our office to 14,000 sq. ft. with currently 189 Florida licensed Realtors in our Port St. Lucie Market Center. Our Keller Williams franchise owner has 5 locations on the Treasure Coast with a new expansion planned in Indian River County bring to 6 locations serving Indian River to the Palm Beaches.

Charles Poses – Attorney – Franchise owner - 4455 Military Trail Jupiter, FL 33458 561-427-6100 (Owner of Law Offices of Posess, Kolbert & Strauss, PLLC and Patch Reef Title Company, Inc.)

Michael Brue - Broker / General Manager - Franchise Owner - 4455 Military Trail Jupiter, FL 33458 561-427-6100

Jake Bailey - Port St. Lucie Team Leader - 9700 Reserve Blvd. Port St. Lucie, FL 34986 / 772-236-5700

Rusty West - Broker of Site / Assistant Team Leader - 9700 Reserve Blvd. Port St. Lucie, FL 34986 / 772-236-5700

Ed Brzuskiewicz – Senior Realtor Associate / Project Leader for the City of Fort Pierce - 9700 Reserve Blvd. Port St. Lucie, FL 34986 / Office 772-236-5700 Ext 340

5.2 Ability to meet/ exceed the Scope of Services

Safe Harbor Realty of Port St. Lucie LLC DBA Keller Williams Realty / KW Commercial is a licensed by the State of Florida Department of Business and Professional Regulation for Realty Brokerage Services and including all the 189 agents are licensed by the State of Florida DBPR.

Keller Williams Realty is also member of several real estate associations in including Member of Realtors® Association of the Palm Beaches & Saint Lucie (RAPB) the local multiple listing service which services the Palm Beaches and the Treasure Coast. Our associates also are members of the National Association of REALTORS®, State of Florida Realtors® Association.

Keller Williams Realty is a National and International Company with vast network members who utilize our resources to provide the highest level of excellence, through technology, education and a proven business model for growth and development.

Foreclosed Homes -We have seen a decrease in the number of foreclosed homes in recent months, one way we can tract with utilizing court filings of Lis Pendens on properties in pre-foreclosure and use Multiple Listing Services and IDX and Keller Williams Realty websites of new foreclosed homes available for sale.

kw PORT ST. LUCIE
KELLERWILLIAMS. REALTY

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5.3 Credentials and Related Experience:

The number of qualified associates in our offices and years of experience is a multitude of years, for the project Senior Realtor Associate Ed Brzuskiewicz is the project leader and over 16 plus years' experience as a Licensed by the State of Florida DBPR a in Florida Real Estate, State Florida Realtors Association and National Association of Realtors for Commercial and Residential Real Estate, Association of the Palm Beaches & Saint Lucie (RAPB). He has also achieved from the National Association of Realtors certification of Short Sales and Foreclosure Resource (SFR®) certification is for REALTORS® knowledge and experience working with buyers and sellers of distressed properties. He also holds the Certified International Property Specialist (CIPS®) designation is for REALTORS® from the United States and abroad, as well as association staff and volunteer leaders who wish to develop or grow their international real estate business. It will provide you with the knowledge, research, network, and tools to globalize your business. The National Association is designated as a REALTOR® who practices commercial real estate besides Residential Real Estate. (See Attached Bio)

Edward A. Brzuskiewicz Project Leader and Diane Johnson

5.4 Compliance with Agreement Terms and Conditions:

The RFP terms have been reviewed and accepted by Safe Harbor of Port St. Lucie LLC DBA Keller Williams Realty / KW Commercial. To clarify Safe Harbor of Port St. Lucie LLC DBA Keller Williams Realty / KW Commercial.

1. This Exclusive Representation Agreement ("Agreement") on each property listed with our company in consideration for the services provided by Broker as set forth below, Client hereby appoints Broker as Client's exclusive agent and real estate advisor and grants Broker the exclusive right to represent Listing agent as stated in the Florida Association of Realtor Far Sales and Listing Agreements.

2. Broker agrees to diligently use its best efforts to satisfactory to Client. Broker's services will include the solicitation, Multiple Service listings, screening of potential customers and the use and cooperation of other licensed real estate brokers and agree to share a the commission on the close transaction as stated in the Florida Association of Realtor Far Sales and Listing Agreements.

5.5 Availability and Capability for timely response:

Currently our availability changes, but a pool of team associates under the project leader Ed Brzuskiewicz, to assign and adjust and increase the number of associates based on the need of the City of Fort Pierce. Since the City did not have any date to provide any projections on the volume of real estate transactions, keeping that in mind 2 associates will be assigned to this project to start.

Our office location is 9700 Reserve Blvd in Port St. Lucie, FL 34986 which the driving distance is estimated to be 14 + miles to the City of Fort Pierce Office building.

Depending on the scope of the type of inquires most 24 to 48 hours, current office hours are 8:30am to 5:30pm Monday to Friday and office front desk reception also open weekends.

kw PORT ST. LUCIE
KELLERWILLIAMS REALTY

KW COMMERCIAL

5.6 References

Michelle Lee Berger - Three Term City of Port St. Lucie Council member of District 2.

Realtors Associations of Palm Beach and St. Lucie appointed Realtor Ed Bruskiewicz to be the liaison to city of Port St. Lucie council to foster education and concerns of the community and real estate professionals. Council member Berger requested quarterly reviews on real estate market conditions in the State of Florida , Treasure Coast , St. Lucie County and City of Port St. Lucie. In 2015 the Mayor's Office and the City Council invited Realtor Ed Brzuskiewicz to participate in a city advisory for growth and future development:. Keller Williams Realty also was limited numbers of Realtors to tour the former Digital Domain studios to assist in securing a buyer, as we were in the process preparing for the release RFP for Realtor Services:

Email: District2@cityofpsl.com

Port St. Lucie City Hall 121 SW Port St. Lucie Blvd.

Port St. Lucie, FL 34984

Phone: (772) 871-5159

Fax: (772) 871-7382

Ms. JoEllen Incorvaia – Sale and Purchase of a New Residential property.

08/10/2015 "Ed was very experienced in the details of my sale and knew what I was looking for in a new home.

Just great! Definitely would use Keller Williams and I would have to have Ed. I respect his ability as an agent and definitely have a knew friend. He knew how to keep me grounded and calm. He assisted with my accountant when I need help. Ed just stepped up and he was at my side.
Jo Ellen Incorvaia
Contact Info: 648 SE Cresent Ave. Port St Lucie, FL 34984
Phone # 772-878-0596

Stephen Brunks – Sold and Purchased a New Home:
08/11/2015 Ed is there not just to show properties to a client, he's there to answer all your concerns, questions, and give his professional opinions every single step of the entire process. You can't ask for anything more in your quest to buy or sell any property.
Stephen E. Brunks
Contact Info: 2117 SE Fern Park Drive, Port St. Lucie, FL 34952
Phone:

kw PORT ST. LUCIE
KELLERWILLIAMS. REALTY

KW COMMERCIAL

5.7 Cost of Services

2.0 Scope of Services 2.1.5
Subsection 2.1.52 - If the City needs to sell property at market rate, the Broker shall receive no more than 5-6 % commission for the transaction.

Commission Scale Program:
Our Proposal includes for the City of Fort Pierce the following Broker commissions scale program on City properties exclusively represented by Keller Williams Realty / KW Commercial properties for the City of the following gross sales price of the property per the scale listed below:

0 - $ 1 Million	6%
$1 Million – $3 Million	5%
$3 Million - $10 Million	4%
$10 Million - $25 Million +	3%

All agreements for the sale(s) or purchase(s) of any city real estate transactions will utilize the state of Florida Far agreements for each property.

DELIVER TO: **City of Fort Pierce** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Procurement Dept.** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REVISED** **REQUEST FOR PROPOSALS and PROPOSER ACKNOWLEDGMENT**
Contact: Gelencia Carter, 772-467-3748	**RFP No: 2015-051**
Mandatory Pre-Bid Conference Date: **N/A**	**RFP Title: REALTOR SERVICES**
Mandatory Pre-Bid Location: **N/A**	**RFP Opening Location:** **City of Ft. Pierce Procurement Dept.** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFP Due Date & Time: **3:00 PM, MONDAY, SEPTEMBER 7, 2015**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: Safe Harbor Realty of Port St. Lucie,LLC DBA Keller Williams Realty --- **Mailing Address:** 9700 Reserve Blvd --- --- ---	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.*** X_____ **Authorized Signature (Manual)**
City, State, Zip Code: Port St. Lucie, FL 34986	**Typed or Printed Name:** Michael Brue
Type of Entity (Circle One): **Corporation Partnership Proprietorship**	**Title:** Broker / General Manager
Incorporated in the State of: Florida **Year:** 2013	**Delivery in _____ days, ARO**
Phone Number: 772-236-5700	**Payment Terms: Net 30 Days**
Fax Number: 772-236-5701	**FEIN or SS Number:** 45-4474562
E-Mail Address: Ed.B@KW.Com	**Local Business:** X Y __N **MWBE:** __Y X N
Bid Security is attached, when required, in the amount of $ N/A **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

August 12, 2015

CITY OF FORT PIERCE

REALTOR SERVICES

BID NO. 2015-051

ADDENDUM NO. 1

The purpose of this addendum is to **advise vendors that a minor change was inadvertently overlooked in preparation of the proposal documents. Section III – Insurance Requirements, pages 10-13, was revised in accordance with the requirements of this project scope of work. A complete revised set of RFP No. 2015-051 documents have been uploaded to Onvia Demand Star and the City of Fort Pierce website for responding to the RFP.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Michael J. Brue
Manual

Signature: Michael Brue - Broker / General Manager
Typed or Printed

Company Name: Safe Harbor Realty of Port St. Lucie, LLC DBA Keller Williams Realty

Address: 9700 Reserve Blvd

Port St. Lucie, FL 34986

Date: 9/3/15

/gc

August 25, 2015

CITY OF FORT PIERCE

REALTOR SERVICES

RFP NO. 2015-051

ADDENDUM NO. 2

The purpose of this addendum is to extend the **Bid due date** from 3:00PM, Friday, September 7, 2015 to:

3:00 PM, THURSDAY, SEPTEMBER 10, 2015

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Michael Brue - Broker / General Manager
Typed or Printed

Company Name: Safe Harbor Realty of Port St. Lucie, LLC DBA Keller Williams Realty

Address: 9700 Reserve Blvd.

Port St. Lucie, FL 34986

Date: 9/3/15

/gm

Certification Statement
Local Vendor Preference

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

1) That my company has a fixed, staffed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee City for at least one year prior to the issuance of the request for competitive bids or request for proposals by St. Lucie City; and

2) That my company holds any business or Broker license required by St. Lucie City and/or can document payment of business license taxes in St. Lucie City;

3) That my company is principal offeror who is single offeror; a business which is the prime Broker and not a subBroker; or a partner or joint venturer submitting an offer in conjunction with other businesses.

4) Attached is a copy of a business or Broker license and/or business tax receipt for St. Lucie City, Indian River, Martin or Okeechobee Counties to verify that I have been in business at least one year prior to the issuance of the Request for Bid or Proposal.

Company Name: Safe Harbor Realty of Port St. Lucie, LLC DBA - Keller Williams Realty

Address: 9700 Reserve Blcd. Port St. Lucie, FL 34986

Business or Broker License Number: Florida Broker BK3318921

Phone Number: 772-236-5700 Fax Number: 772-236-5701

Owner's Name: Michael Brue

Signature: [signature]

Sworn to before me this 3 *day of* September 2015

Notary Public for the State of Florida. *My Commission Expires* June 12, 2016

Notary Public Signature [signature] *Printed Name* Tammy L. Duguay

TAMMY LYNN DUGUAY
MY COMMISSION # EE 207632
EXPIRES: June 12, 2016
Bonded Thru Budget Notary Services

FOR PROCURMENT OFFICE ONLY ~ DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative from the City of Fort Pierce Purchasing Department:

Vendor Certified by: _____ **Date:** _____

(Authorized Signature)

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business or Broker license must be submitted with your bonafide Bid/RFP package.

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Safe Harbour Realty of Port St. Lucie, LLC DBA - Keller Williams Realty does:

(Name of Business)

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 Agreementual services that are proposed 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 Agreementual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

Proposer's Signature

9/3/15

Date

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SAFE HARBOR REALTY OF PORT SAINT LUCIE, LLC

2 Business name/disregarded entity name, if different from above
KELLER WILLIAMS REALTY OF PORT SAINT LUCIE

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
9700 RESERVE BOULEVARD

Requester's name and address (optional)

6 City, state, and ZIP code
PORT SAINT LUCIE, FL 34986

7 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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
45 - 4474562

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Michael J. Bauer Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

2014 / 2015 **ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT** RECEIPT # 1018298

CHRIS CRAFT, ST. LUCIE COUNTY TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2015

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 5

TYPE OF BUSINESS 6531 REAL ESTATE

BUSINESS/ Safe Harbor Realty of PSL

DBA NAME

MAILING ADDRESS Safe Harbor Realty of PSL
9700 Reserve Blvd
Port St Lucie, FL 34986

BUSINESS LOCATION 9700 Reserve Blvd
Port St Lucie, FL 34986
City of Pt St Lucie
3327-314-0021-000/0

NEW BUSINESS
ORIGINAL TAX $15.10
PENALTY
COLLECTION COST
TOTAL $15.10

Paid 01/07/2015 15.10 0108-20150107-001187

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from $1.00 to $5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

Safe Harbor Realty of PSL
9700 Reserve Blvd
Port St Lucie, FL 34986

ST. LUCIE COUNTY FLORIDA

Planning & Development Services
Building & Code Regulation Division
2300 Virginia Avenue
Fort Pierce, FL 34982
Phone: (772)462-1553 Fax: (772)462-1578

ZONING COMPLIANCE CERTIFICATE

Permit #: 1409-0283

Issue Date: 12/29/2014

This is to certify that the following discribed property is properly zoned for: **REAL ESTATE OFFICE.**

Type of Business:	**REAL ESTATE OFFICE.**
Business Name and Address:	**SAFE HARBOR REALTY OF PORT ST LUCIE** **9700 RESERVE BLVD , PORT ST LUCIE**
Parcel ID No:	**3327-314-0021-000/0**
SIC Code:	**6531**
COC Required?	**NO**

Lydia B Galbraith
Signature

12/29/14
Date

PSL

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE
1940 N. MONROE ST.
TALLAHASSEE FL 32399-0783

850-487-1395

BRUE, MICHAEL J
4455 MILITARY TRL SUITE 100
JUPITER FL 33458

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BK3318921 ISSUED: 03/05/2015

REAL ESTATE BROKER
BRUE, MICHAEL J

IS LICENSED under the provisions of Ch.475 FS.
Expiration date : MAR 31, 2017 L1503050000735

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER	
BK3318921	

The BROKER
Named below IS LICENSED
Under the provisions of Chapter 475 FS.
Expiration date: MAR 31, 2017

BRUE, MICHAEL J
4455 MILITARY TRL SUITE 100
JUPITER FL 33458

ISSUED: 03/05/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1503050000735

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE
1940 N. MONROE ST.
TALLAHASSEE FL 32399-0783

850-487-1395

BRZUSKIEWICZ, EDWARD ANDREW
1697 SW CLOVER ST
PORT SAINT LUCIE FL 34953

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

SL687833 ISSUED: 03/06/2014

REAL ESTATE SALES ASSOCIATE
BRZUSKIEWICZ, EDWARD ANDREW

IS LICENSED under the provisions of Ch. 475 FS.
Expiration date: MAR 31, 2016 L1403060000999

VIVA FLORIDA 500.

The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to www.VivaFlorida.org.

DETACH HERE

RICK SCOTT, GOVERNOR

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

KEN LAWSON, SECRETARY

LICENSE NUMBER
SL687833

The SALES ASSOCIATE
Named below IS LICENSED
Under the provisions of Chapter 475 FS.
Expiration date: MAR 31, 2016

BRZUSKIEWICZ, EDWARD ANDREW
1697 SW CLOVER ST
PORT SAINT LUCIE FL 34953

VIVA FLORIDA 500.

ISSUED: 03/06/2014 SEQ # L1403060000999
DISPLAY AS REQUIRED BY LAW

FIRST COMMUNITY INSURANCE COMPANY
PO BOX 33060
ST. PETERSBURG, FL 33733-8060
800-627-0000

BBOP99.001 1007 1007
5517549
4/10/15

BANKERS INSURANCE GROUP

3000 00000 BBOP

RENEWAL DECLARATIONS DECLARATIONS PAGE

Business Owners Policy

Policy Number	Page	Date of Issue
09 0004999085 2 01	Page 1 of 3	4/10/15

Policy Period	Term	Inception Date	Agent	Agent's Phone
From: 5/05/15 To: 5/05/16 12:01 Standard Time	12 mos	5/05/14 12:01 AM	00-0102620	(561)479-1898

Agent (561)479-1898
CRONIN INSURANCE AGENCY
11395 W PALMETTO PARK RD
BOCA RATON FL 33428

SAFE HARBOR OF PORT ST LUCIE
KELLER WILLIAMS REALTY OF PORT ST
9700 RESERVE BLVD
PORT ST LUCIE FL 34986-3264

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Policy Limits (Coverage provided only where limits are indicated)

General Liability		
General Aggregate Limit(Other Than Products-Completed Operations)	$4,000,000	
Products-Completed Operations Aggregate Limit	$2,000,000	
Personal And Advertising Injury Limit	INCLUDED	
Each Occurrence Limit	$2,000,000	
Fire Damage Limit	$50,000	PER OCCURRENCE
Medical Expenses Limit	$5,000	PER PERSON
Nonowned Auto	INCLUDED	
Accounts Receivable	$25,000	
Employee Dishonesty	$10,000	PER OCCURRENCE
Electronic Media and Records	$10,000	
Fine Arts	$10,000	
Valuable Papers and Records	$25,000	

*Except for Fire Legal Liability, each paid claim for the above coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Paragraph D.4 of the Businessowners Liability Coverage Form.

This policy contains a separate deductible for hurricane losses, which may result in high out-of-pocket expenses to you.

Premium

Annual Premium	$990.00		
EMPATF	$4.00		
FCS	$1.00		
Managing General Agent Fee	$25.00	Terrorism Premium (Certified Acts)	$.00
		Grand Total	$1,020.00

Bill Martin
Countersigned by Authorized Representative

5/05/15
Date

Copies Sent To: As Indicated On Back Of The Property Coverage Page

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Paul M Bondy
PBI Group 23114 Expedition Drive Ashburn, VA 20148	PHONE (A/C, No, Ext): 443.502.5645 FAX (A/C, No): 888.600.4130 E-MAIL ADDRESS: paulbondy@pbigroupsolutions.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A : Hanover Insurance Company 22292
INSURED Safe Harbor Realty of Port Saint Lucie, LLC dba Keller Williams Realty of Port Saint Lucie; Safe Harbor Realty of Martin County, LLC dba Keller Williams Realty of the Treasure Coast 9700 Reserve Blvd. Port Saint Lucie, FL 34986	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	Errors & Omissions Insurance	✔		LHR A641877 00	6/1/2015	6/1/2016	Occurrence Limit: $1,000,000 Aggregate Limit: $2,000,000 Deductible: $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Keller Williams Realty, Inc. and its designated affiliates as additional insured.

CERTIFICATE HOLDER

Keller Williams Realty, Inc.
1221 S. Mopac Expw., Suite #400
Austin, TX 78746
Keller Williams International
1221 S. Mopac Expw., Suite #400
Austin, TX 78746

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul M Bondy

Digitally signed by Paul M Bondy
DN: cn=Paul M Bondy, o=PBI Group, ou, email=paulbondy@pbigroupsolutions.com, c=US
Date: 2015.05.27 00:54:36 -04'00'

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PAYCHEX INSURANCE AGENCY, INC.
150 SAWGRASS DRIVE
ROCHESTER, NY 14620

CONTACT NAME:
PHONE (A/C, NO. EXT): 877-266-6850
FAX (A/C, No): 585-389-7426
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ILLINOIS NATIONAL INSURANCE COMPANY	23817
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Paychex Business Solutions LLC
Safe Harbor Realty of Port St Lucie LLC
Keller Williams of Pt St. Luci
911 PANORAMA TRAIL SOUTH
ROCHESTER, NY 14625-0397

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ _____						MED EXP (Any one person)	$
	☐ _____						PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ ☐							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			066085199	06/01/2015	06/01/2016	X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X				E.L. EACH ACCIDENT	$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below.						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Worker's Compensation coverage is provided to only those employees leased to, but not subcontractors of the named insured.
Waiver of Subrogation granted in favor of the certificate holder.

CERTIFICATE HOLDER
CITY OF STUART
121 SOUTHWEST FLAGLER AVE
STUART, FL 34994

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Margaret M Reed

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Advisor & Bio Project Leader

Edward A. Brzuskiewicz

SENIOR REALTOR ASSOCIATE
Ed.B@KWcommercial.com
772.579.9150
772.579.9150

BACKGROUND

My 16 years of experience as a Realtor by the National Association Realtors and licensed by the State of Florida's Department of Business & Professional Regulation. As a Real Estate Professional serving customers from South Florida. I have completed hundreds of real estate transaction over the years.

Over the past 16 years, my clients base in South Florida and International Buyers. Commercial and Property Management to Luxury Residential and Waterfront Real Estate are my main area of focus, to meet the needs of customers today Locally, Nationally and on the Global Real Estate Market.

EDUCATION

Indiana University–Purdue University Fort Wayne (IPFW) - Fort Wayne, Indiana

Pursued studies in Business & Marketing with focus on Internet Marketing

Rutgers University - New Brunswick, New Jersey

EMS Emergency Medical Services - Rutgers for certification as a American Heart Association instructor

RCA - Active member of REALTORS® Commercial Alliance

CIPS- Certified International Property Specialist-(Recognized Around the World)

TRC - Transnational Referral Certified - (Recognized Around the World)

MEMBERSHIPS & ASSOCIATIONS

Member of the The National Association of REALTORS® (Commercial, Residential and International)

Member of the State of Florida Realtors® Association

Member of Realtors® Association of the Palm Beaches & Saint Lucie (RAPB)

Member of Realtors® Commercial Alliance of the Realtors® Association Palm Beaches & Saint Lucie County

Member of Global Business Alliance of the Palm Beaches and Treasure Coast (CIPS &TRC)

Designations/ Awards/Recognition

CIPS- Certified International Property Specialist-(Recognized Around the World)

TRC - Transnational Referral Certified - (Recognized Around the World)

SFR - Short Sales Foreclosure Resource

PPME - Professional Property Management Executive

GBC - Active member of the Global Business Council of the Realtors of the Palm Beach & Saint Lucie Association,

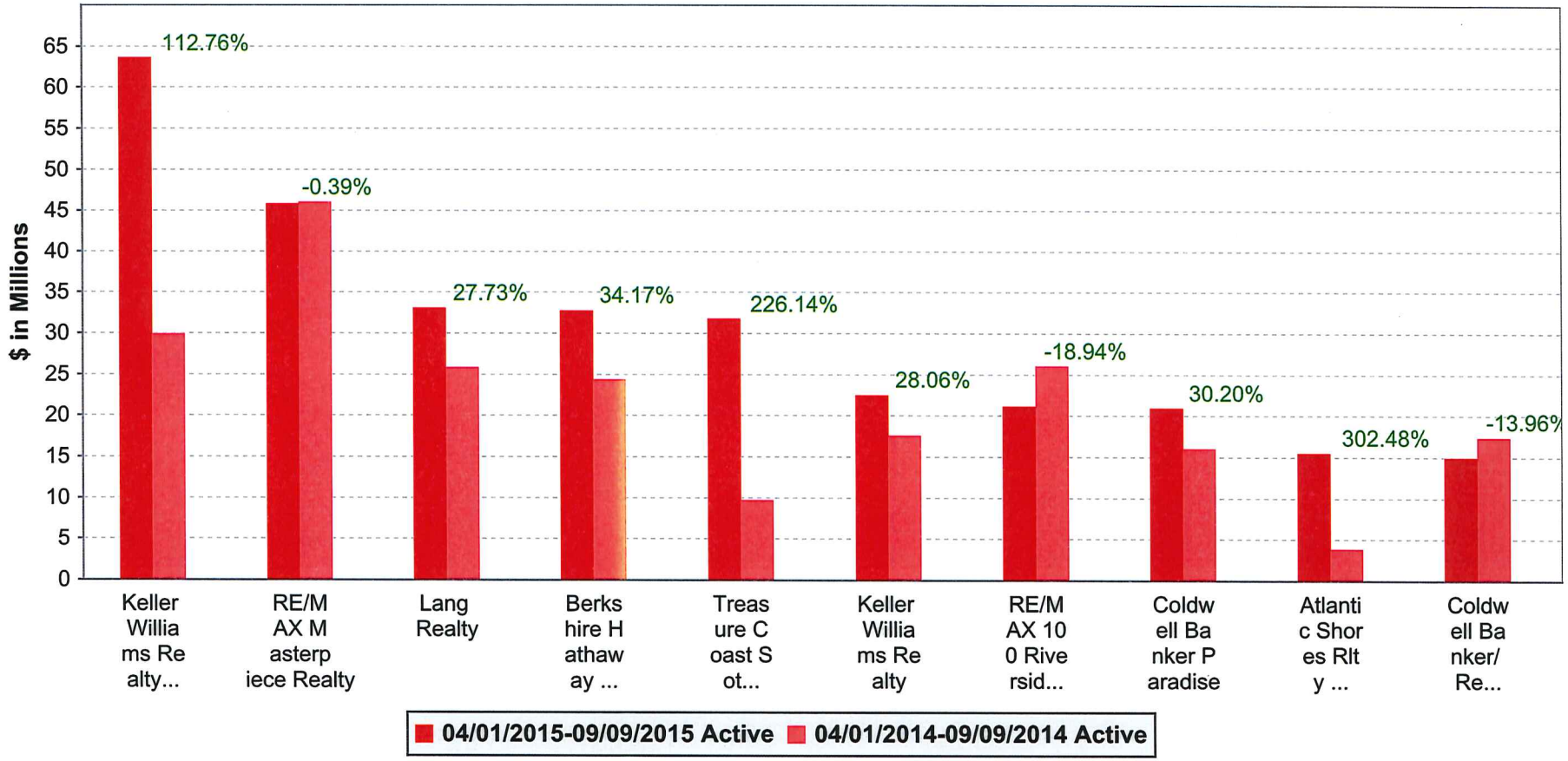
Market Share Trends

Change in $ Volume - Office

New Listings

04/01/2015-09/09/2015 vs 04/01/2014-09/09/2014

Keller Williams Realty Jupiter



Time Period 2 (TP2): 04/01/2014-09/09/2014

Time Period 1 (TP1): 04/01/2015-09/09/2015

MLS: RAPB_JTHS **Date:** TP1 vs TP2 **Type:** Office **Status:** New Listings **Price:** All **Construction Type:** All **Bedrooms:** All **Bathrooms:** All

Property Types: Residential: (Single Family, Condo, Townhouse, Multifamily, Other, Condo Hotel, Other), Land: (Land, Residential, Agricultural, Commercial, Industrial, Dock, Equestrian, Other),...

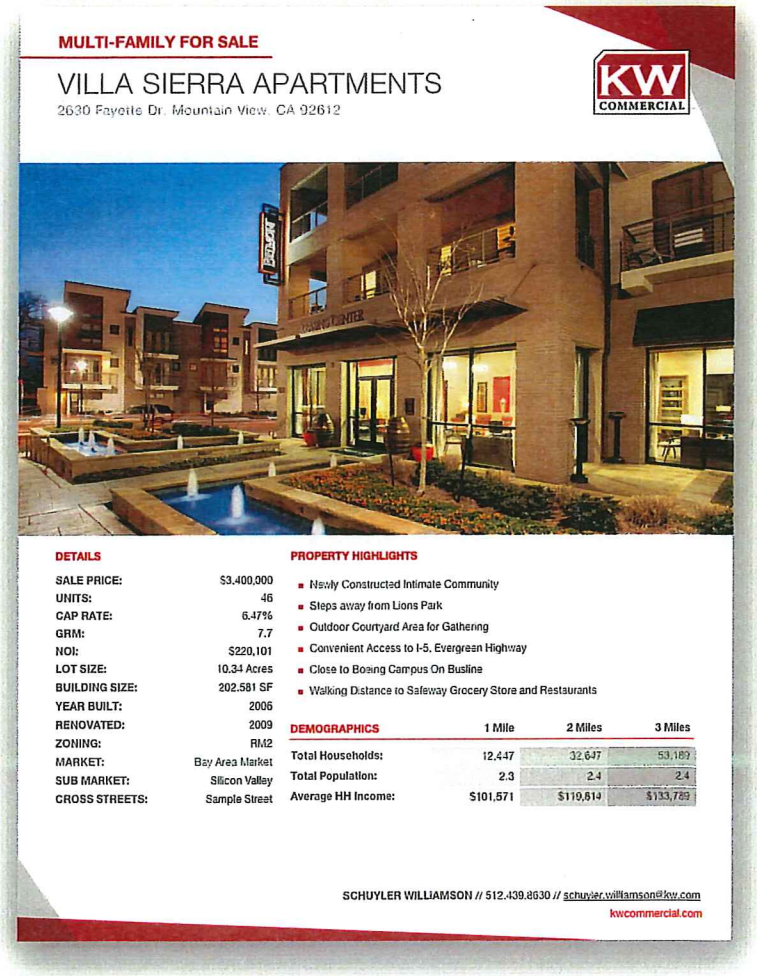
Counties: St. Lucie

Information not guaranteed. © 2015 - 2016 Terradatum and its suppliers and licensors (http://www.terradatum.com/metrics/licensors).

Sample - Brochure

BROCHURES & FLYERS

We will create a color brochure highlighting the features and benefits of the property. The brochure includes applicable property photos, building highlights, location description, aerial photographs, demographics and/or proposed development plans, and contact information. KW Commercial is flexible and we will adapt to that which is most comfortable with you.



MULTI-FAMILY FOR SALE

VILLA SIERRA APARTMENTS

2630 Fayette Dr, Mountain View, CA 92612

KW COMMERCIAL

DETAILS

SALE PRICE:	$3,400,000
UNITS:	46
CAP RATE:	6.47%
GRM:	7.7
NOI:	$220,101
LOT SIZE:	10.34 Acres
BUILDING SIZE:	202,581 SF
YEAR BUILT:	2006
RENOVATED:	2009
ZONING:	RM2
MARKET:	Bay Area Market
SUB MARKET:	Silicon Valley
CROSS STREETS:	Sample Street

PROPERTY HIGHLIGHTS

- Newly Constructed Intimate Community
- Steps away from Lions Park
- Outdoor Courtyard Area for Gathering
- Convenient Access to I-5, Evergreen Highway
- Close to Boeing Campus On Busline
- Walking Distance to Safeway Grocery Store and Restaurants

DEMOGRAPHICS	1 Mile	2 Miles	3 Miles
Total Households:	12,447	32,647	53,189
Total Population:	2.3	2.4	2.4
Average HH Income:	$101,571	$119,614	$133,789

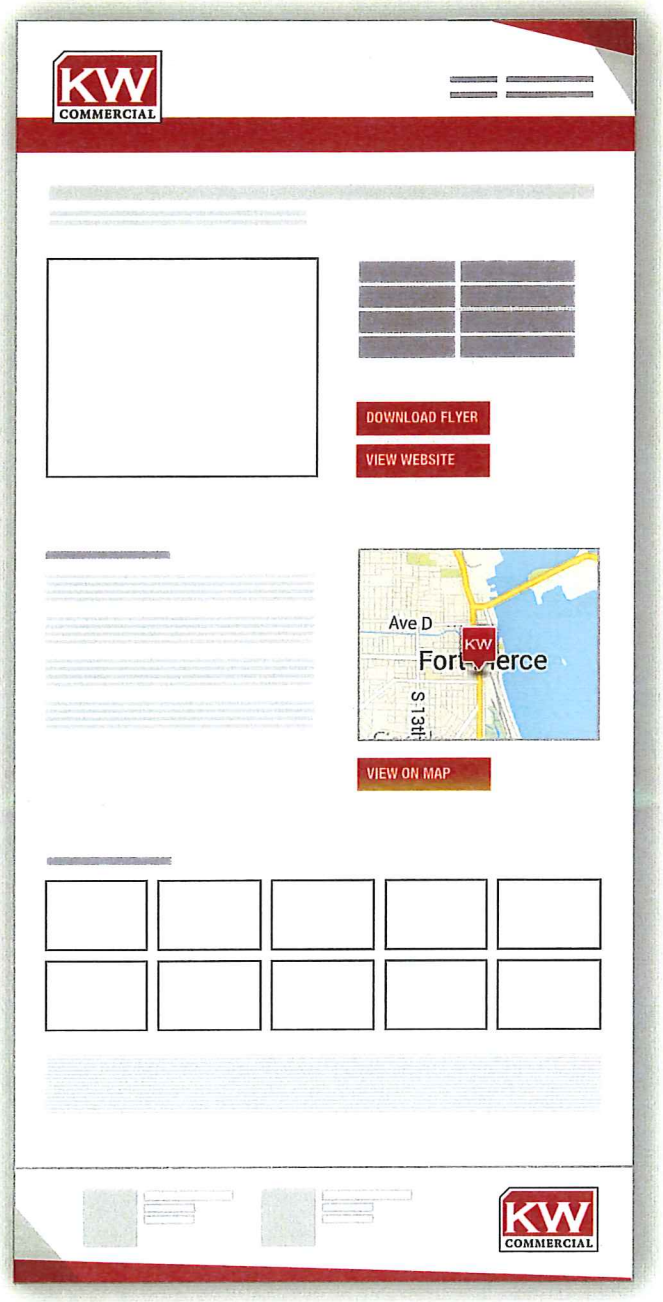
SCHUYLER WILLIAMSON // 512.439.8630 // schuyler.williamson@kw.com

kwcommercial.com

Sample - Email Marketing

HTML EMAIL CAMPAIGNS

We will create a marketing email packet for the project and email the packets to all interested prospects in our extensive email database. We will effectively track, target, and pursue prospects reporting prospect contacts with our clients

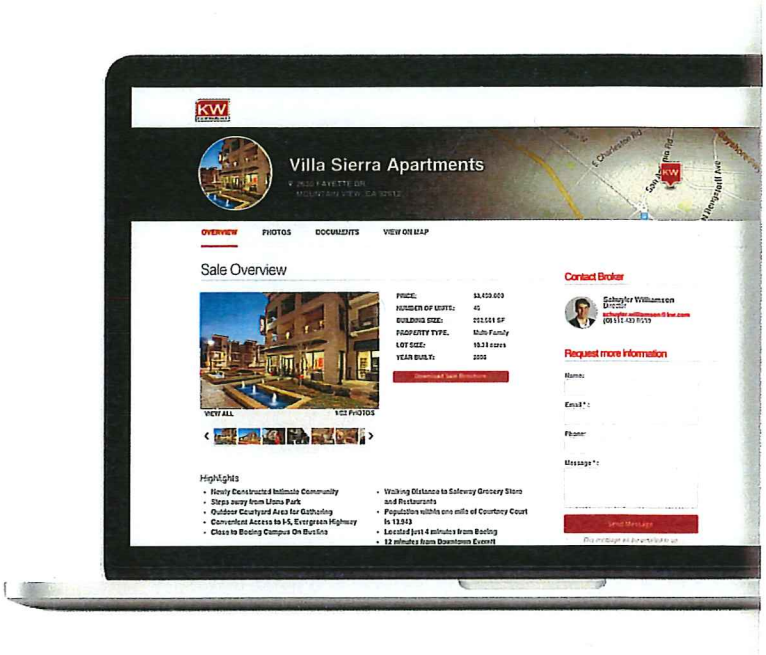


Sample - Dedicated Website

DEDICATED PROPERTY WEBSITE

A dedicated property website with a customized URL is created for your listing. The website is listed on both our local site as well as the KW commercial national website, www.kwcommercial.com. and is available to principals, property owners, investors, brokers and prospective tenants searching the internet for commercial real estate.

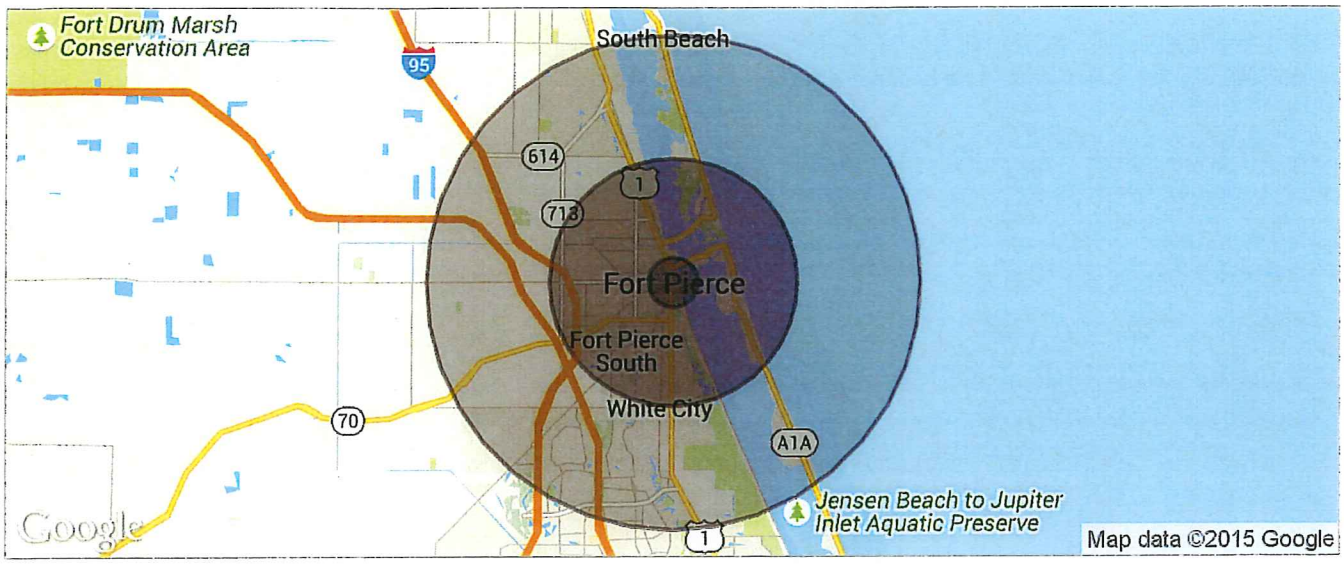
* If necessary, information which is considered confidential and not public record will require the execution of a confidentiality agreement prior to receipt of classified materials.



VIEW THE LIVE WEBSITE:

buildout.complugins3132614c7bf97dbde7eb63dc205fd0cab51bd922inv
plugins/3132614c7bf97dbde7eb63dc205fd0cab51bd922/inventory/

Demographics Map



POPULATION	1 MILE	5 MILES	10 MILES
TOTAL POPULATION	5,384	65,140	162,097
MEDIAN AGE	35.3	36.6	43.0
MEDIAN AGE (MALE)	36.3	34.5	41.4
MEDIAN AGE (FEMALE)	32.4	37.5	44.0

HOUSEHOLDS & INCOME	1 MILE	5 MILES	10 MILES
TOTAL HOUSEHOLDS	1,818	23,253	63,219
# OF PERSONS PER HH	3.0	2.8	2.6
AVERAGE HH INCOME	$36,420	$46,250	$54,651
AVERAGE HOUSE VALUE	$153,387	$210,962	$209,544

RACE	1 MILE	5 MILES	10 MILES
% WHITE	43.9%	51.6%	70.5%
% BLACK	52.2%	41.6%	23.0%
% ASIAN	0.0%	0.4%	1.0%
% HAWAIIAN	0.0%	0.0%	0.0%
% INDIAN	0.0%	0.7%	0.6%
% OTHER	2.9%	4.1%	3.1%

ETHNICITY	1 MILE	5 MILES	10 MILES
% HISPANIC	22.6%	19.4%	15.1%

CRA Advisory Committee
Meeting Date: 10/21/2015
Re: RFP No. 2015-046, Sale or Lease of Surplus Property - 505 North 7th Street
Submitted For: Nick Mimms, Deputy City Manager, City Manager

Information

SUBJECT
RFP No. 2015-046 Sale or Lease of Surplus Property - 505 North 7th Street

Attachments

No file(s) attached.

CRA Advisory Committee
Meeting Date: 10/21/2015
Re: Presentation Interview RFP No. 2015-046 for 707 North 7th Street

---

Information

SUBJECT
Zion's Daughters of Distinction Ministries, Inc.

Attachments
Letter from T. Farnell Re - RFP No. 2015-046 for 505 N. 7th Street
Presentation Interview for RFP No. 2015-046
Zion's Daughters of Distinction - RFP No. 2015-046 - 505 N. 7th St.

RECEIVED
TIME
OCT 13 2015
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

Teresa R. Farnell
ZDOD Chief Executive Officer and Founder

Richard Farnell Sr.
Executive Director of Community Outreach & Youth Program

Dr. Joseph Noel
Board Member
Executive Administrator

Patricia (Patti) Johnson
Chairman of Board

Donna (Dee) Coe
Asst. Board Chairman
Community Liaison

Quinton Johnson
Board Member
Community Liaison

Cheryl Handy
Board Member
Community Liaison

Zion's Daughters of Distinction Ministries, Inc. (ZDOD)
707 North 7th Street
NW End of the Biding
Fort Pierce, Florida 34950
Phone: 772-882-9194
Fax: 772-242-1228
Email: daughtersfaith@bellsouth.net
Website: www.daughtersfaith.org

March 11, 2015

To The Community Redevelopment Agency Advisory Committee:

Zion's Daughters of Distinction Ministries Inc. Outreach (ZDOD) thank you for the opportunity to conduct a Presentation Interview in behalf of our vision of JEWELS PREPARATORY ACADEMY For Boys. Even though we feel 505 North 7th Street would be a great place for this academy, presently we have a delay in moving forward toward occupying a facility, due to the time frame of our goals and objectives. However, we look forward to partnering with the City of Fort Pierce in the future with our vision of this community project. Thank you for your interest in our vision for the JEWELS PREPARATORY ACADEMY For Boys.

Sincerely,

Teresa R. Farnell
CEO/Founder

cc: ZDOD Board Members
cc: Nick Mimms, P.E., Deputy City Manager
cc: Gelencia Carter, Purchasing Deputy City Manager
cc: Tony Barnes, CPPB, Director of Procurement
cc: Angela Wilkinson, Executive Assistant

CITY OF FORT PIERCE
Florida

PURCHASING DEPARTMENT
CITY HALL, 100 NORTH U.S. 1
P.O. BOX 1480
FORT PIERCE, FLORIDA 34954-1480

TEL.: (772) 467-3000
FAX: (772) 467-3848
www.cityoffortpierce.com

October 7, 2015

Zion's Daughter of Distinction Ministries, Inc.
P.O. Box 1567
Fort Pierce, FL 34954
Attn: Teresa Farnell, Chief Executive Officer

Certified Mail/Return Receipt
7002 2030 0003 2447 1328

RE: Sale or Lease of Surplus Property – 505 North 7th Street ~ RFP No. 2015-046

Dear Mrs. Farnell:

The Community Redevelopment Agency Advisory Committee will conduct Presentation Interviews during their regular meeting on **Wednesday, October 21, 2015**, at 2:00 PM, Fort Pierce Yacht Club, 700 N. Indian River Drive in Fort Pierce. Your firm/organization presentations and interviews will be from 3:10 PM – 3:25 PM, immediately following presentations/interviews for RFP No. 2015-051, Realtor Services.

Please prepare to share with the committee your vision for the project listed in your proposal.

The rules for presentations are as follows:

1. Maximum ten (10) minute time limit for presentation.
2. Five (5) minute time limit for question/answer period.
3. You are to provide **ALL** technology needed for your presentation.
4. Committee reserves the right to record all presentations.
5. All presentations are open to the public.

Please sign in the space provided below, and return to us, as this will constitute your acknowledgement that a representative from your firm/organization will attend the schedule presentations/interviews.

Respectfully,

Gelencia Carter

Gelencia Carter, Purchasing Manager

ACKNOWLEDGED BY:

_____
Teresa Farnell , CEO

_____
Date

/gm

cc: Nick Mimms, P.E., Deputy City Manager
Tony Barnes, CPPB, Director of Procurement
Angela Wilkinson, Executive Assistant

DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480	**REQUEST FOR PROPOSALS and PROPOSER ACKNOWLEDGMENT**
Contact: Gelencia Carter, 772-467-3748	RFP No: 2015-046
Mandatory Pre-Bid Conference Date: N/A	RFP Title: SALE OR LEASE OF SURPLUS PROPERTY – 505 NORTH 7TH STREET
Mandatory Pre-Bid Location: N/A	RFP Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, THURSDAY, AUGUST 20, 2015	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: Teresa Farnell Mailing Address: PO Box 1567 Ft. Pierce, FL 34947	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Ft. Pierce, FL 34947	Typed or Printed Name: Teresa Farnell
Type of Entity (Circle One): Corporation Partnership Proprietorship	Title: Teresa Farnell / Chief Executive officer
Incorporated in the State of: FL Year: 2007	Delivery in _____ days, ARO
Phone Number: 772-882-9194	Payment Terms: Net 30 Days
Fax Number: 772-242-1228	FEIN or SS Number: 11-3832052 01
E-Mail Address: tfarnell@daughtersfaith.org	Local Business: ✓Y __N MWBE: ✓Y __N
Bid Security is attached, when required, in the amount of $ 0 F.O.B. DESTINATION	If returning as a "No Bid" state reason: 501(c)3 non-profit organization
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit three (3) complete sets (one [1] original and two [2] copies) of their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such

SECTION I

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Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such

proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: http://www.purchasing.ci.fort-pierce.fl.us.

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Director of Administrative Services will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient

salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date

to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be

subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Upon award recommendation or ten days after opening, proposals 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 Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

34. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSTRUCTIONS TO PROPOSERS

1. PROPOSAL OPENING

1.1 Proposals are due on or before **3:00 PM, Tuesday, August 20, 2015.** Three (3) copies (one original and two copies) of sealed proposals shall be mailed or delivered to:

Delivery Address:
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480

Copies of the proposal documents are available electronically from the Procurement Department by e-mail request to biddesk@city-ftpierce.com on the web site of Demandstar.com (www.demandstar.com) and City of Fort Pierce's website (www.cityoffortpierce.com)

Any qualifications proposals received after the designated time and date listed above will be returned unopened.

1.2 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

2. SITE VISIT

2.1 A **Site-Visit will be held from 10:00 AM to 11:00 AM, Thursday, August 6, 2015.** Individuals or firms interested in submitting a proposal and would like to have access to the building, should attend this site visit.

2.2 This date and time will be the only opportunity that access will be granted to the building.

3. INQUIRIES/QUESTIONS

3.1 All inquiries will be in a written format and addressed to City of Fort Pierce Deputy City Manager with a copy to the Purchasing Manager:

TO	COPY
City of Fort Pierce	City of Fort Pierce
Nick Mimms	Gelencia Carter
Deputy City Manager	Purchasing Manager
P. O. Box 1480	P.O. Box 1480
Fort Pierce, FL 34954-1480	Fort Pierce, FL 34954-1480
Fax: (772) 460-6847	Fax: (772) 595-9948
Email: nmimms@city-ftpierce.com	Email: biddesk@city-ftpierce.com

3.2 No inquiries will be received within seven (7) calendar days of proposal closing date, **Monday, August 17, 2015, 5:00 P.M.**

4. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

5. PURCHASING CARD PROGRAM

5.1 The City has implemented a **Purchasing Card Program.** The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the bid price for the acceptance of Visa will be considered in the bid award.** If no such percentage is given, the City shall assume 0% discount applies.

5.2 Proposers are requested to state on the Bid Response Form, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).

SECTION III

STATEMENT OF WORK

PURPOSE

The City of Fort Pierce and Redevelopment Agency is seeking proposals from firms, and legal entities interested in sale or lease of property located at 505 North 7th Street. The purpose of this request is to reduce the City/Agency's expenditures concerning property maintenance and provide revenue to the City.

TERMS AND CONDITIONS

Sale Of Property

Sale of these properties will be "as is" and title will be transferred via a Quit Claim Deed. The City will be conveying title to the property by Quit Claim Dee without warranty of title. The City makes not representation that the property is free and clear of all liens and encumbrances.

The sale shall be conditioned upon the offer, use of the property, proposed improvements, timetable for making improvements, the number of job opportunities created and the bidders business and financial plan.

A proposal must be submitted for each location separately. The Bidder will be responsible for all costs to meet code requirements, and other construction cost, if necessary.

Lease Of Property

The City anticipates entering into a lease with the proposer who submits the proposal judged by the Evaluation Committee to be most advantageous. Selection of the proposal will be based on the financial standing of the proposer, lease rate proposed, ability to construct in a timely manner (if required), and investment in upkeep and appearance of the facilities on-site or any to be constructed.

The proposer understands that this RFP does not constitute an agreement or a lease with the proposer. An official lease or agreement is not binding until proposals are reviewed and accepted by the City Commission and a written agreement or lease is approved by both the City and the successful proposer.

Insurance requirements will be determined based on the type of use proposed.

PROPERTY LEGAL DESCRIPTION

505 North 7th Street
Parcel ID#2410-601-0134-000-8
FEE AND MAY'S RE-S/D BLKK LOTS 1, 2,3, 18 AND 20 (MAP 24/10 C)

DEPOSIT

Sealed proposals with a security deposit of five percent (5%) of the purchase price, in the form of a certified or cashier's check, payable to the City of Fort Pierce, must be submitted together with the signed Offer to Purchase/Bid Form attached Property Narrative hereto as Attachment A. The security deposit will be returned if the bid is not accepted within sixty (60) days of opening. Should the proposal be accepted the deposit will be applied to the purchase cost.

AWARD

Award will be subject to the highest acceptable offer received that adds value to the property, adds jobs to the current market and is determined to be in the best interests of the City. Selection will be based on proposals executing the City's form of Offer to Purchase/Bid Form, Proposed Use of Property Narrative, Business and Financial Plans and supporting documentation. The sale is subject to final approval of the City Commission. The City reserves the right to reject any or all offers.

PROPOSAL TO LEASE

If you are interested in leasing, please provide the following information:

- Proposed use of the available space for lease
- Proposed property improvements
- Target date for occupation of space
- Business Plan
- Financial Plan, including the price per square foot
- References – List individuals or firms with knowledge of the proponent's ability to operate a business. State the following: Name, Firm, Title, Address, Telephone and Nature of Association
- Information regarding past experience

SUBMITTAL REQUIREMENTS

In order to assist the City's review process, qualifications shall be prepared utilizing a tabbed format. Each of the required sections shall begin a new page and be separately tabbed or identified as listed above (i.e. **Tab A**- Propose Use of Property, **Tab B** –Proposed Property Improvements, **Section A** – Target Date for Occupation of Space, **Tab C.** Business Plan, **Tab D** - Financial Plan, **Tab E** – References, **Tab F**- Past Experience

OFFER TO PURCHASE

If you would like to make an offer to purchase any of the listed properties, please complete the **Offer to Purchase/Bid Response Form** and the **Property Narrative**. If an offer is being made for multiple properties an individual **Property Narrative** should be completed for each one.

OFFER TO PURCHASE/BID FORM

RFP NO. 2015-046

Teresa Farnell herein called the Buyer(s), hereby offer(s) and agree(s) to purchase from the City of Fort Pierce, a Municipal Corporation, hereinafter called the City, at the price subject to the terms, conditions, reservations, restrictions, and covenants herein stated, (see attachment(s)), and easements, encumbrances and other matters of record, and to all zoning, building or other Laws or Ordinances, the following described property.

In order to constitute an acceptable offer to purchase (bid), all information requested below must be provided. The form must be submitted in triplicate in a sealed envelope bearing on the outside the name of the bidder, its address, and **RFP No. 2015-046, Sale or Lease of Surplus Property – 505 North 7th Street.**

Name of Bidder: Teresa Farnell/Zion's Daughters of Distinction (ZDOD)

Address of Bidder: PO Box 1567 Southwest Dr

City, State, Zip: Ft. Pierce, FL 34947

Telephone Number: 772-882-9194

Fax Number: 772-242-1228 **Email Address:** www.daughtersfaith.org

PROPERTIES

ADDRESS	OFFERED BID AMOUNT	5% BID SECURITY AMOUNT
505 North 7th Street	$ 1.00	$ 1.00

BIDDER'S ACKNOWLEDGEMENT

The Bidder understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce and Fort Pierce Development Agency in awarding the specified Bid, and such information is warranted by the Bidder to be true. Bidder understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Bidder's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Bidder's qualifications to perform, shall cause the rejection of the Bid, and if after the award, to cancel the sale of agreement.

Bidder of Authorized Representative

Teresa Farnell /CEO
Typed Name

8/19/15
Date

ATTACHMENT A
PROPERTY NARRATIVE

PROPOSAL RESPONSE FORM

505 North 7th Street
Property Address

Teresa Farnell/Zion's Daughters of Distinction (ZDOD)
Print or Type Name of Buyer(s)

PO Box 1567
Address (Street / City, State and Zip Code)

Ft. Pierce, FL 34947

772-882-9194
Area Code and Telephone Number

Proposed Use of Property:

The property will be used as a K-5 school.

(Use additional sheets, if necessary)

Proposed Property Improvements:

Resurfacing of play ground area to included playground equipment.
Painting of the exterior and interior of the building
Cameras and lighting installed on the exterior and interior corridors.
Magnetic door/card key entry exterior intercom at the entrance door.

(Use additional sheets, if necessary)

Timetable for Making Improvements:

9 months from August 30, 2015 with completion by May 30th 2016

(Use additional sheets, if necessary)

PROPERTY NARRATIVE

505 North 7th Street
Property Address

Proposed Job Creation:

Phase I: Year 1 -36 jobs will be created
Phase II: Year 2-100 jobs
Phase III: Year 3-150 jobs

(Use additional sheets, if necessary)

Business Plan (attachment):

Please see attachment

(Use additional sheets, if necessary)

Financial Plan (attachment):

Please see attachment

(Use additional sheets, if necessary)

Exceptions to Request for Proposal (attachment):

(Use additional sheets, if necessary)

Signature of Buyer(s) Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in proposal documents. **(NOT APPLICABLE).**	✓	
Include proof of proper insurance and if we are selected, agree to meet the City's insurance requirements, as stated in proposal documents **(NOT APPLICABLE).**	✓	
Proposal envelope is marked accordingly.	✓	
Are three (3) complete proposal packages included (one original and two copies)?	✓	
Is each Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH PROPOSAL

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 7/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Howard Insurance & Assoc
600 SW Darwin Blvd # 206
Port St. Lucie, FL 34953
A124019

CONTACT NAME:
PHONE (A/C, No, Ext): (772) 343-9878 FAX (A/C, No): (772) 343-9884
E-MAIL ADDRESS: rudy@rvhoward.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Travelers Insurance-Select	
INSURER B: LLoyds of London	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Zion's Daughters if Distinction
Ministry Inc
707 N 7 ST
Fort Pierce, FL 34950

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
				660 - 2A435902	5/26/15	5/26/16	PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Personal Property			BUF33250	2/1/15	2/1/16	50,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
Zion's Daughters if Distinction
Ministry Inc
707 N 7 ST 34950
Fort Pierce FL 34982

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rudolph V Howard

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OF REVENUE

85-8014998989C-8	12/31/2013	12/31/2018	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ZIONS DAUGHTERS OF DISTINCTION
MINISTRIES INC
707 N 7TH ST
FORT PIERCE FL 34950-3131

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA
DEPARTMENT
OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

2015 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 13, 2015
Secretary of State
CC0760111486

DOCUMENT# N07000011797

Entity Name: ZION'S DAUGHTERS OF DISTINCTION MINISTRIES INC.

Current Principal Place of Business:

707 NORTH 7TH STREET
(NORTHWEST END OF THE BLDG)
FORT PIERCE, FL 34950

Current Mailing Address:

P.O. BOX 1567
FORT PIERCE, FL 34954-1567 US

FEI Number: 11-3832052

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FARNELL, TERESA R
1819 SOUTHWEST DRIVE
FORT PIERCE, FL 34947 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: TERESA R. FARNELL 02/13/2015

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CEO
Name	TERESA, FARNELL R
Address	1819 SOUTHWEST DRIVE
City-State-Zip:	FORT PIERCE FL 34947

Title	CHAIRMAN
Name	JOHNSON, PATRICIA
Address	205 NORTH 30TH STREET
City-State-Zip:	FORT PIERCE FL 34947

Title	BOARD
Name	JOHNSON, QUINTON
Address	205 NORTH 30TH STREET
City-State-Zip:	FORT PIERCE FL 34947

Title	ASSISTANT CHAIRPERSON
Name	COE, DONNA
Address	7205 OCALA AVENUE
City-State-Zip:	FORT PIERCE FL 34951

Title	BOARD
Name	HART, LETITIA
Address	6525 85TH STREET P. O. BOX 700416
City-State-Zip:	WABASSO FL 32970

Title	BOARD
Name	DODD, ALBERT
Address	1921 ARBOR LAKES CIRCLE
City-State-Zip:	SANFORD FL 32771

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TERESA R FARNELL CEO 02/13/2015

Electronic Signature of Signing Officer/Director Detail — Date

CITY OF FORT PIERCE
BUSINESS TAX RECEIPT

No. 16-00025228

2015 - 2016

100 N. U.S. # 1 - Fort Pierce, FL - 34950
772-467-3000

BUSINESS NAME: ZION'S DAUGHTERS OF

PRINCIPAL: ZION'S DAUGHTERS OF

MAILING ADDRESS: DISTINCTION MINISTRIES INC
P.O. BOX 1567
FT PIERCE FL 34954

LOCATION: 707 N 7TH ST

PHONE: 882-9194

may hereby engage in the following business, profession or occupation.

CLASSIFICATION: 065 CONSULTANTS,BONDS,BUSINESS,COMPUTER,ET COUNSELING AND ASSISTANCE PROGRAMS.

IN THE CITY OF FORT PIERCE, FLA. FOR THE PERIOD BEGINNING ON THE 1ST DAY OF OCTOBER AND ENDING SEPTEMBER 30.

ISSUED JULY 30 2015

Linda W Cox (SEAL) CITY CLERK

This Receipt becomes null and void if business name, classification, ownership or address is changed.

I understand and agree that issuance of a Business Tax Receipt **does not** allow occupancy, nor exempt the possessor from compliance with any City Code or Ordinance. Receipt may be revoked in accordance with Section 9-29.

TAX AMOUNT	$ 5.00
NEW / RENEWAL FEE	$ .00
PENALTY	$ .00
TOTAL	$ 5.00

THIS RECEIPT MUST BE PROMPTLY POSTED FOR PUBLIC VIEW

Jewels Preparatory Academy

2015-2016

BUSINESS PLAN

Confidentiality Agreement

The undersigned reader acknowledges that the information provided by JEWELS PREPARTORY ACADEMY in this business plan are estimates of future projections and is confidential; therefore, reader agrees not to disclose it without the express written permission of JEWELS PREPARTORY ACADEMY.

It is acknowledged by reader that information to be furnished in this business plan is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by reader may cause serious harm or damage to JEWELS PREPARTORY ACADEMY.

Upon request, this document is to be immediately returned to JEWELS PREPARTORY ACADEMY.

X _____
Signature

Teresa Farnell
Name (typed or printed)

8/19/15
Date

This is a business plan. It does not imply an offering of securities.

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1.0 Executive Summary

Introduction

JEWELS PREPARTORY ACADEMY will provide private school services in quantitative courses, starting the first school in the Fort Pierce, Florida area. Focused primarily for male students in grades K-5, classes are available in courses including: history, science, geography and mathematics in addition to multiple languages, religions and philosophy JEWELS PREPARTORY ACADEMY will focus primarily on reading, math, science, language arts, social studies and social skills to start. Teaching sessions focus on helping students grasp the concepts they will need to know to perform well in their class, as well as developing study strategies to effectively prepare for mastery of content covered in course work. A long-term focus of empowering students is favored over a short-term problem-solving strategy.

Service Summary

The intention is to create a student who is an international citizen who is academically capable, gain successful admission to Ivy League schools and to the best international universities; however while at the same time developing a confidence gained from knowing their family heritage, roots, history, culture, religion and languages. Each student will be having a sense of pride in being an American and also in being students that are destined for success. JEWELS PREPARTORY ACADEMY projects that 70% of students will be students of African ancestry, 20% will be of Hispanic ancestry, and 10% will be Caucasian of European ancestry.

Vision

Jewels Academy vision is to provide world-class education for its students at the primary and secondary school levels. The aim of this educational institution is the quest for truth; blending the methods of learning, Jewels Academy seeks to bring to Fort Pierce and the Treasure Coast the highest education possible to help children be able to compete within the global economy.

Jewels Academy is an organization that provides a unique and challenging learning experience for boys. While preserving traditions and respect for its Christian principles and values, Jewels Academy is a non-denominational organization, welcoming students of all faiths and backgrounds. We also seek a diversity of boys from various socioeconomic backgrounds. We have a heart for the under privileged to help them break the chains of poverty through means of education and faith based principles. We have a heart for the underserved boys to give them exposure to experiences and opportunities they would not otherwise receive in their current environment.

Jewels Academy encourages boys to not only focus on their academics, but also cultivate their multi-faceted dimensions as a person.

It will be a school for a diverse student body with a global faculty and an international curriculum. The Foundation believes its particular location in the USA will give the community of learners an incredible opportunity to examine change, explore the interconnectedness of issues and develop a global perspective. JEWELS PREPARTORY ACADEMY will offer an educational experience that is seeking to meet the individual learning needs of young boys.

1.1 Objectives

1. Increase revenue steadily from 2015 to 2017.
2. Offer at an early age a premiere and unique educational hub where children can learn several languages, receive academic skills that prepare them to achieve success beyond post secondary education.

JEWELS PREPARTORY ACADEMY's vision is to provide world-class education for students at the primary school levels. The aim of this educational institution is the quest for truth, blending the methods of learning in order to increase reading, writing, math, and science skills.

It will be a school for a diverse student body, with a highly qualified faculty and a curriculum that is rigorous and relevant. JEWELS PREPARTORY ACADEMY believes the location in Fort. Pierce, FL will give the community of learners an incredible opportunity to examine change, explore the interconnectedness of issues and develop not only a global perspective but also socioeconomic perspective.

1.2 Mission

JEWELS **PREPARTORY** ACADEMY exists to help students. The Company takes a unique and innovative approach to teaching that helps students connect with the subject matter they need to master in a vast variety of subjects, religions and arts. Through personalized and focused teaching processes, the students develop the tools they need for ongoing success in their fields of study, which includes international languages as well. Success depends on direct attention to the needs of the Company's clients and truly helping them achieve- **JEWELS PREPARTORY ACADEMY** won't succeed unless their clients succeed.

1.3 Keys to Success

- Developing methods of approaching subjects that helps students get their minds around challenging concepts, expanding the social choices.
- Developing a comprehensive program that meets emotional, physical, cultural, mental and educational needs of the school's children and parents.
- To improve education options for Fort Pierce students to excel in mathematics, science, history and geography to compete with and share opportunities with students worldwide.

2.0 Company Summary

JEWELS PREPARTORY ACADEMY will provide private school services in quantitative courses, starting the first school in the Fort Pierce, FL area. Focused primarily on students in grades K-6, classes are available in courses including: geography, history, science and mathematics in addition to multiple languages, religions and philosophy. JEWELS PREPARTORY ACADEMY will focus primarily on reading, math, science, language arts, social studies and social skills to start. This method will be focused on to ensure that students can study their native language and learn social skills. Teaching sessions focus on helping students grasp the concepts they will need to know to perform well in their class, as well as developing study strategies to effectively prepare content mastery. A long-term focus of empowering students is favored over a short-term problem-solving strategy.

2.1 Company Ownership

JEWELS PREPARTORY ACADEMY is a Franchise of ZDOD (Zion's Daughters of Distinction Ministries, Incorporated). The company will be owned and operated by JEWELS PREPARTORY ACADEMY which is 100% owned by Teresa Farnell.

2.2 Start-up Summary

The company founders will hire an education consulting and management firm to handle day-to-day operations of the business and will work collaboratively to ensure that this business venture is a success. JEWELS PREPARTORY ACADEMY will be seeking to attain start-up funds from a combination of investment capital and grant funding sources. Surplus revenue from fundraising is detailed in the Sales Forecast table later in this plan.

The following table and chart show the start-up costs for JEWELS PREPARTORY ACADEMY.

Table: Start-up

Start-up	
Requirements	
Start-up Expenses	
Legal/Filing/Permits	$45,000
Marketing and Promotion	$35,050
Insurance	$60,000
Computer System and Equipment	$900,000
Renovations/Retrofitting	$430,000
Tools and Supplies for 1 Year	$275,000
Total Start-up Expenses	$1,745,000
Start-up Assets	
Cash Required	$2,000,000
Other Current Assets	$0
Long-term Assets	
Total Assets	$2,000,000
Total Requirements	$3,745,000

3.0 Services

The school will offer a unique and philosophical approach to education to provide for intellectual, emotional and spiritual development of every student. The school aims to provide an environment conducive to students to discover and nurture the best in their own nature.

The school will accept and care for students from all the major faiths, as well as for those with no particular religious affiliation. The intention is to create a student who is an international citizen who is academically capable, gain successful admission to college and or career; however while at the same time developing a confidence gained from knowing their family heritage, roots, history, culture, religion and languages. Each student will have a sense of pride.

JEWELS PREPARTORY ACADEMY will also be providing extensive extra-curricular activities for students such as providing dance, art, culture and language courses so that students can attain and utilize the tools and education all in one place. This will be especially appealing to parents as this will improve not only the child's education but by having all available in one location, it will also improve quality of life for families and community.

4.0 Market Analysis Summary

Private schools, also known as **independent schools**, are not administered by local, state or national governments; thus, they retain the right to select their students and are funded in whole or in part by charging their students tuition, rather than relying on public (government) funding, students can get a scholarship into a private school which makes the cost cheaper depending on a talent the student may have e.g. sport scholarship, art scholarship, academic scholarship etc. In the United Kingdom and several other Commonwealth countries, the use of the term is generally restricted to primary and secondary educational levels; it is almost never used of universities and other tertiary institutions. Private education in North America covers the whole gamut of educational activity, ranging from pre-school to tertiary level institutions.

Tuition at private secondary schools varies from school to school and depends on many factors, including the location of the school, the willingness of parents to pay, peer tuitions and the school's financial endowment. High tuition, schools claim, is used to pay higher salaries for the best teachers and also used to provide enriched learning environments, including a low student to teacher ratio, small class sizes and services, such as libraries, science laboratories and computers. Some private schools are boarding schools and many military academies are privately owned or operated as well.

Religiously affiliated and denominational schools form a subcategory of private schools. Some such schools teach religious education, together with the usual academic subjects to impress their particular faith's beliefs and traditions in the students who attend. Others use the denomination as more of a general label to describe on what the founders based their belief, while still maintaining a fine distinction between academics and religion. They include parochial schools, a term which is often used to denote Roman Catholic schools. Other religious groups represented in the K-12 private education sector include Protestants, Jews, Muslims and the Orthodox Christians.

Many educational alternatives, such as independent schools, are also privately financed. Private schools often avoid some state regulations, although in the name of educational quality, most comply with regulations relating to the educational content of classes. Religious private schools often simply add religious instruction to the courses provided by local public schools.

Special assistance schools aim to improve the lives of their students by providing services tailored to very specific needs of individual students. Such schools include tutoring schools and schools to assist the learning of handicapped children.

In many parts of the United States, after the 1954 decision in Brown Board of Education that demanded US schools desegregate "with all deliberate speed," local families organized a wave of private "Christian Academies." In much of the US South, white students have migrated to the Academies, while public schools have become in turn more heavily concentrated with African American students.

Funding for private schools is generally provided through student tuition, endowments, scholarship/voucher funds, loans and donations and grants from religious organizations or private individuals. Government funding for religious schools is either subject to restrictions or possibly forbidden, according to the courts' interpretation of the Establishment Clause of the First Amendment. Non-religious private schools theoretically could qualify for such funding, but prefer the advantages of independent control of their student admissions and course content.

A similar concept, recently emerging from within the public school system, is the concept of "charter schools", which are technically independent public schools, but in many respects operate similarly to non-religious private schools.

Private schooling in the United States has been debated by educators, lawmakers and parents, since the beginnings of compulsory education in Massachusetts in 1852. The Supreme Court precedent appears to favor educational choice, so long as states may set standards for educational accomplishment. Some of the most relevant Supreme Court case law on this is as follows: Runyon v. McCrary, 427 U.S. 160 (1976); Wisconsin v.

Yoder, 406 U.S. 205 (1972); Pierce v. Society of Sisters, 268 U.S. 510 (1925); Meyer v. Nebraska, 262 U.S. 390 (1923).

Currently, while there are coeducational classes and schools that children can attend outside of the regular school curriculum, there is no comprehensive school, which offers an excellent education in mathematics, history, science and languages along with meeting needs of boys anywhere in the Fort Pierce or the Treasure Coast area.

4.1 Market Segmentation

4.2 Target Market Segment Strategy

While the African American Boys segment will remain the core focus of the company, much time will be dedicated to developing the children of all other races and faiths segment (70% of students are projected to be of African American decent, 20% will be comprised of Hispanic students, 10% of all ethnicities). The company's goal is to have the best education in mathematics, science and history comparable to top schools in the world, making the children internationally aware. This is a mere matter of population dynamics. Maintaining and further enhancing its reputation in the community is crucial to gaining additional market share of these target markets.

4.3 Service Business Analysis

The private school business is lucrative, as mentioned before. As a result, there are many private schools that provide quality education and care for children in the same area as JEWELS PREPARTORY ACADEMY. The private school industry is split between large, commercially-run corporations and smaller, locally-owned schools.

The company is confident that this will be a successful venture because of the quality of its managers and the capability of its advisors, faculty including Principal and teachers which is mentioned in more detail in the Personnel section.

4.3.1 Competition and Buying Patterns

A few of similar schools comparable to JEWELS PREPARTORY ACADEMY are:

Elite Behavioral Heath Center

Gator Wilderness Camp School

Samaritan House For Boys

Twin Oaks Vocational Academy

As previously mentioned, while the schools located in the Florida offer similar curricula as JEWELS PREPARTORY ACADEMY, none offer a focus on STEAM for K-5.

5.0 Strategy and Implementation Summary

JEWELS PREPARTORY ACADEMY will succeed by offering its client' children a safe and secure environment and close personal attention. The goals of the school dual-sided; to help parents feel good about the care their children's education and to make it a safe, educational and fun experience for the child.

Students will develop emotional strength, practical capability, clarity in reason, intellectual brilliance and creativity by developing their personalities through a curriculum that is based on deep spiritual values and a first class educational curriculum. Studies will be well rounded with science, literature, sports, art, and music. The school will create individuals that have the best education in all standard subjects; however, they will also have training in spiritual and moral values, ethical application and a holistic approach to conducting their lives.

5.1 SWOT Analysis

The SWOT analysis provides JEWELS PREPARTORY ACADEMY with an opportunity to examine the internal strengths and weaknesses the Company must address. It also allows the opportunity to examine the opportunities presented to JEWELS PREPARTORY ACADEMY as well as potential threats.

5.1.1 Strengths

Currently few other private school of any grade level offer blended learning. Few other schools are not as proactive about providing the child's overall well-rounded physical, emotional, educational and cultural needs.

JEWELS PREPARTORY ACADEMY in the process of getting commitments from key individuals to serve on a 7 member Advisory Board, The CEO will serve as a working officer and will also serve on the board.

5.1.2 Weaknesses

JEWELS PREPARTORY ACADEMY must differentiate the school as an upstanding organization, contrary to what are statistically reported as the downside of sending a child to a private school:

- Cost.
- No special education classes available.
- Funding.

5.1.3 Opportunities

JEWELS PREPARTORY ACADEMY has a growing market with a significant percentage of the primary target market, underprivileged population in the Fort Pierce area, still not knowing that the this future option exists. JEWELS PREPARTORY ACADEMY will also be forming strategic alliances offering sources for referrals and joint marketing activities to extend reach.

Changes and increases in the number of populations of young boys in K-12 highly concentrated communities performing below academic levels in areas across the United States also points to a need for an educational solution offered by JEWELS PREPARTORY ACADEMY. The opportunity for future expansion and opening additional schools in these areas is the Company's vision.

Some other important points of JEWELS PREPARTORY ACADEMY's opportunities are:

- Growing market with a significant percentage of our target market still not knowing this school will exist.
- Strategic alliances offering sources for referrals and joint marketing activities to extend the Company's reach.
- Promising activity from high levels of exploding African American and Hispanic population.

- Increasing sales opportunities beyond the school's "100-mile" target area including several smaller surrounding communities and students from overseas.
- Create a separate boarding school facility offering the same teachings and services.

5.1.4 Threats

The downturn in the economy has impacted private school attendance across the country. JEWELS PREPARTORY ACADEMY will keep in mind that the Company must keep tuition and other associated costs well monitored both the school and the parents of the students attending.

5.2 Competitive Edge

JEWELS PREPARTORY ACADEMY seeks to establish a competitive edge in its target market by increasing the level of education standards not only within a private school, but by offering blended learning; this sets this school apart from the rest of the boys' schools within the United States.

5.3 Marketing Strategy

According to.....

5.4 Sales Strategy

JEWELS PREPARTORY ACADEMY is planning to become.....

Charter/Private Schools in Florida

JEWELS PREPARTORY ACADEMY will partner with schools to offer a one-of-a-kind educational curriculum unlike no other in the United States.

"From Boys to Men"

JEWELS PREPARTORY ACADEMY will launch a campaign to parents in the community to recruit young males for the school.

Staying Informed

JEWELS PREPARTORY ACADEMY will join national and state private school associations. The Company will find incomparable resources. The networking opportunities for JEWELS PREPARTORY ACADEMY and its staff are virtually limitless. JEWELS PREPARTORY ACADEMY plans on attending association conferences in year 1 so that the school is visible. That will ensure plenty of applications for vacant positions in the following academic year.

There are 52 recognized national accrediting bodies. FCIS (Florida Council of Independent Schools) are two accrediting bodies schools work with to gain accreditation.

Five of these bodies are listed by the Department of Education as general in nature and national in scope. These are:

- Distance Education and Training Council (DETC)
- Accrediting Council for Independent Colleges and Schools (ACICS)
- Accrediting Commission of Career Schools and Colleges of Technology (ACCSCT)
- Accrediting Council for Continuing Education and Training (ACCET)
- Council on Occupational Education (COE)

5.4.1 Sales Forecast

The sales forecast has been developed to predict future sales in a conservative manner. It is expected that sales will gradually increase as more students are served and the Company receives more testimonials. At some point, since JEWELS PREPARTORY ACADEMY is an organization serving students Monday through Friday as the standard, capacity will be reached in terms of the number of hours worked and the number of students accepted per term. Please review the following table and chart which details monthly and yearly sales broken down by the various target customers.

Foundation Grants. JEWELS PREPARTORY ACADEMY will identify a volunteer who enjoys on-line research. The Foundation Center (www.fdncenter.org) has branches in several cities and their on-site resources are free. Except for the most basic information, however, the search function here and at www.guidestar.org has a subscription fee. If The Company spots foundations or corporations in the Chronicle of Philanthropy or other news outlets, see if their annual report is available on-line JEWELS PREPARTORY ACADEMY will be aware that foundations and corporations are much more likely to fund the school.

Resource: http://www.edfacilities.org/pubs/fundraising.pdf

Please see the sales forecasts for 40 students, 80 students and 150 students accordingly.

Table: Sales Forecast – 40 Students to Start - $5,500/annual tuition

Sales Forecast			
	2016	2017	2018
Sales			
Student Tuition	$220,000	$440,000	$825,000
Fundraising	$125,000	$200,000	$250,000
Summer School Tuition	$220,000	$440,000	$825,000
Total Sales	$565,000	$1,080,000	$1,900,000
Direct Cost of Sales	2016	2017	2018
Learning Tools and Supplies	$19,998	$40,000	$60,000
Fundraising Expenses	$0	$0	$0
Subtotal Direct Cost of Sales	$19,998	$40,000	$60,000

Table: Sales Forecast – 40 Students to Start - $5,500/annual tuition per child

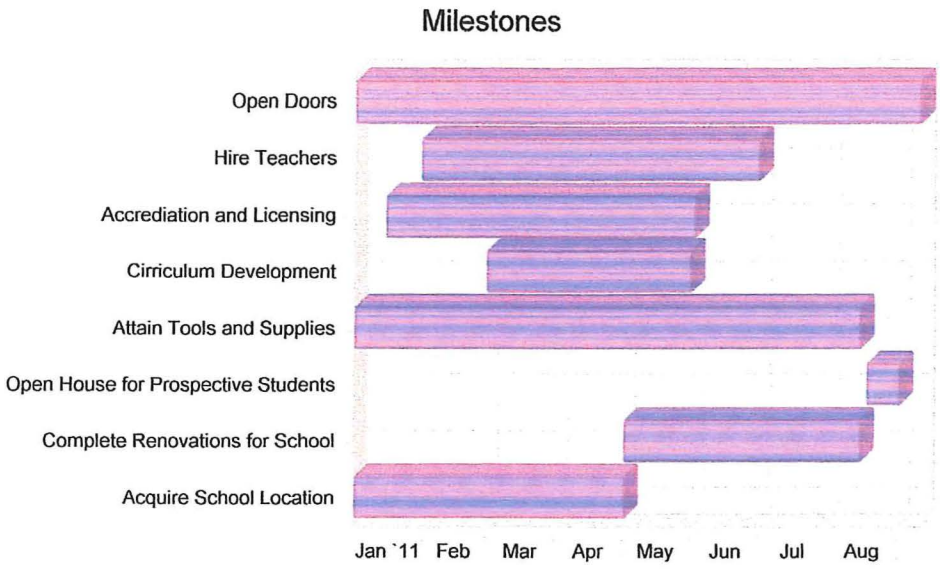
Sales Forecast			
	2016	2017	2018
Sales			
Student Tuition	$220,000	$440,000	$825,000
Fundraising	$125,000	$200,000	$250,000
Grant Funding Income	$200,000	$200,000	$200,000
Summer School Tuition	$220,000	$440,000	$825,000
Total Sales	$765,000	$1,280,000	$2,100,000
Direct Cost of Sales	2016	2017	2018
Learning Tools and Supplies	$35,395	$80,000	$160,000
Fundraising Expenses	$0	$80,000	$90,000
Subtotal Direct Cost of Sales	$35,395	$160,000	$250,000

5.5 Milestones

Several milestones will be set for JEWELS PREPARTORY ACADEMY as a way of monitoring progress of the organization in the pursuit of achieving realistic, lofty goals with the aim of building this business model into a full-time, profitable source of revenue. The following table details the specific milestones and offers a timeline for completion.

Table: Milestones

Milestones					
Milestone	Start Date	End Date	Budget	Manager	Department
Acquire School Location	7/17/2015	8/30/2015	$0	School Director	Owner
Complete Renovations for School	9/1/2015	3/30/2016	$150,000	School Director	Owner
Open House for Prospective Students	5/15/2016	8/1/2016	$5,000	School Director	Owner
Attain Tools and Supplies	9/1/2015	8/1/2016	$1,175,000	School Director	Owner
Curriculum Development	9/1/2015	7/31/2016	TBD	School Director	Owner
Accreditation and Licensing	9/1/2015	5/30/2017	$45,000	School Director	Owner
Hire Teachers	9/1/2015	6/30/2016	TBD	School Director	Owner
Open Doors	8/1/2016	8/1/2016	TBD	School Director	Owner
Totals			$1,375,000		



6.0 Management Summary

JEWELS PREPARTORY ACADEMY will attain the assistance of a professional private school consultant and management service.

The Consultant Services will provide complete oversight for educational and **operational management** of the school. In comprehensive management services including:

- Complete oversight for operation and management of the school, assessing and monitoring the quality of the educational programming, overseeing accreditation, and planning for additional grade levels/programs as required;
- Consulting with Directors to build effective framework for Board leadership;
- Monitoring school performance and oversight of Annual strategic goals and evaluation/assessment process;
- Staff professional development;
- Co-coordinating annual marketing/communications and recruiting plans;
- Support the CEO with an annual review and coaching;
- Preparation of the annual operating budget;
- Assist with development of systems for accounting, financial reporting, and audits;
- Ongoing school improvement planning;
- Policy manuals, including students, parents, and staff;
- Assessment of children's learning;
- Communication and public relations;
- Parent services;
- School improvement.
- Site management and development.

6.1 Personnel Plan

[INSERT PERSONNEL AND BIO] * IN THE PROCESS OF PREPARING SEARCH FOR STAFF.

Table: Personnel

Personnel Plan			
	2016	2017	2018
Kindergarten Teacher	$21,666	$44,632	$45,971
1st Grade Teacher	$25,277	$44,632	$45,971
2nd Grade Teacher	$21,666	$44,632	$45,971
3rd Grade Teacher	$21,666	$44,632	$45,971
4th Grade Teacher	$21,666	$44,632	$45,971
5th Grade Teacher	$21,666	$44,632	$45,971
6th Grade Teacher	$21,666	$44,632	$45,971
Teacher's Assistant 1	$4,998	$10,296	$10,605
Teacher's Assistant 2	$4,998	$10,296	$10,605
Gym Teacher	$10,002	$20,604	$21,222
Cleaning/Maintenance	$6,664	$10,296	$10,605
Security	$12,918	$26,611	$27,409
Administration/Office	$22,224	$34,336	$35,366
Principal	$66,465	$91,279	$94,017
COO	$72,418.5	$81,372	$83,813
CEO	$92,594.5	$102,335	$105,404
Total People	16	18	22
Total Payroll	$438,556	$699,849	$720,843

7.0 Financial Plan

The following sections will outline important financial information.

7.1 Start-up Funding

JEWELS PREPARTORY ACADEMY's start-up costs are detailed above, in the Start-up Table. The following table shows how these start-up costs will be funded by owner, grant funding and investor capital.

Table: Start-up Funding

Start-up Funding	
Start-up Expenses to Fund	$0
Start-up Assets to Fund	$0
Total Funding Required	$150,000
Assets	
Non-cash Assets from Start-up	$0
Cash Requirements from Start-up	$0
Additional Cash Raised	$0
Cash Balance on Starting Date	$0
Total Assets	$0
Liabilities and Capital	
Liabilities	
Current Borrowing	$0
Long-term Liabilities	$0
Accounts Payable (Outstanding Bills)	$0
Other Current Liabilities (interest-free)	$0
Total Liabilities	$0
Capital	
Planned Investment	
Owner	$0
Investor	$0
Additional Investment Requirement	$0
Total Planned Investment	$0
Loss at Start-up (Start-up Expenses)	$0
Total Capital	$0
Total Capital and Liabilities	$0
Total Funding	$0

7.2 Important Assumptions

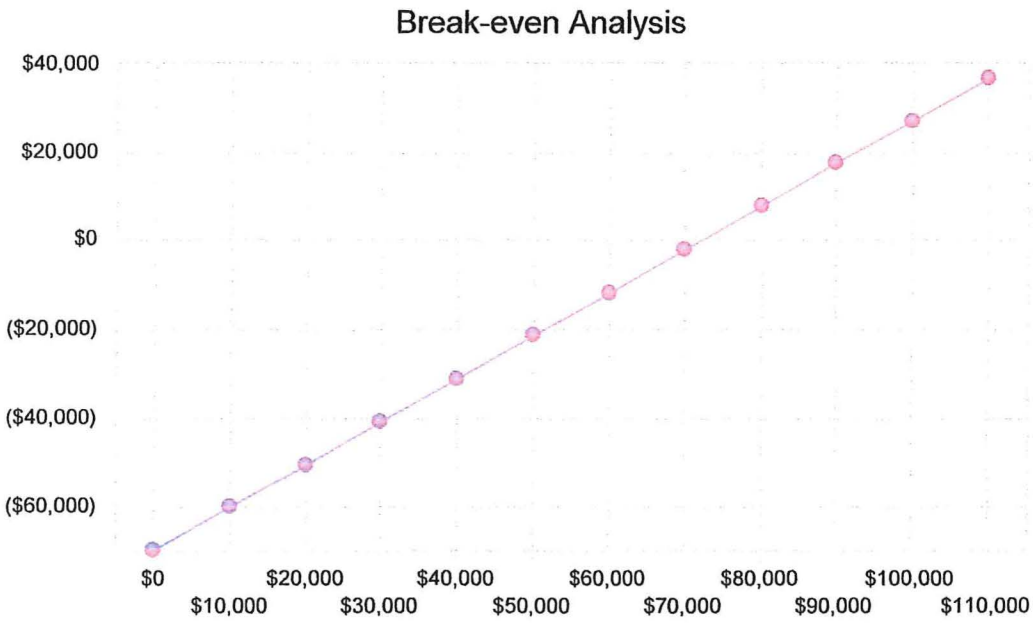
The following table details important Financial Assumptions.

7.3 Break-even Analysis

The Break-even Analysis is based on the average of the first-year figures for total sales by units, and by operating expenses. These are presented as per-unit revenue, per-unit cost, and fixed costs. These conservative assumptions make for a more accurate estimate of real risk. Please note that there should be a minimum of 51 children attending the school and paying tuition in order for the Company to break even.

Table: Break-even Analysis – For 51 Students

Break-even Analysis	
Monthly Revenue Break-even	$72,024
Assumptions:	
Average Percent Variable Cost	3%
Estimated Monthly Fixed Cost	$70,047

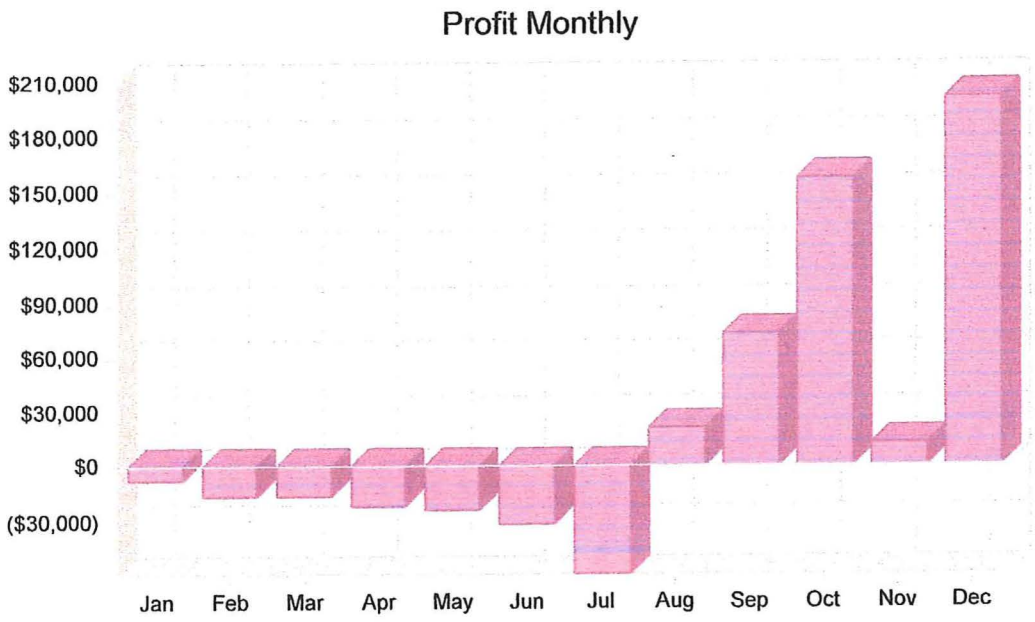


7.4 Projected Profit and Loss

The following table and charts will indicate Projected Profit and Loss.

Table: Profit and Loss

Pro Forma Profit and Loss			
	2016	2017	2018
Sales	$1,289,808	$2,541,200	$3,240,460
Direct Cost of Sales	$35,395	$160,000	$250,000
Other Costs of Sales	$0	$0	$0
Total Cost of Sales	$35,395	$160,000	$250,000
Gross Margin	$1,254,413	$2,381,200	$2,990,460
Gross Margin %	97.26%	93.70%	92.28%
Expenses			
Payroll	$438,555	$699,849	$720,843
Sales and Marketing and Other Expenses	$0	$10,000	$12,500
Depreciation	$400	$400	$400
Insurance	$10,300	$18,000	$18,540
Training	$1,000	$4,000	$6,000
Supplies	$41,664	$125,000	$128,750
Field Trips	$8,800	$8,800	$8,800
Busses for Children (3 busses with Drivers)	$52,000	$156,000	$160,680
Permits	$1,000	$1,050	$1,103
Soccer Field Maintenance	$0	$50,490	$50,583
Baseball Field Maintenance	$0	$250,000	$257,500
Landscaping Maintenance	$0	$3,000	$3,000
Education Consultant/Management	$120,000	$120,000	$120,000
Payroll Tax and Benefits	$166,649	$265,943	$273,923
Total Operating Expenses	$840,568	$1,712,532	$1,758,029
Profit Before Interest and Taxes	$413,845	$668,668	$1,232,231
EBITDA	$414,245	$669,068	$1,232,631
Interest Expense	$0	$0	$0
Taxes Incurred	$124,154	$200,600	$369,669
Net Profit	$289,692	$468,068	$862,562
Net Profit/Sales	22.46%	18.42%	26.62%


Profit Monthly
$210,000
$180,000
$150,000
$120,000
$90,000
$60,000
$30,000
$0
($30,000)
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec

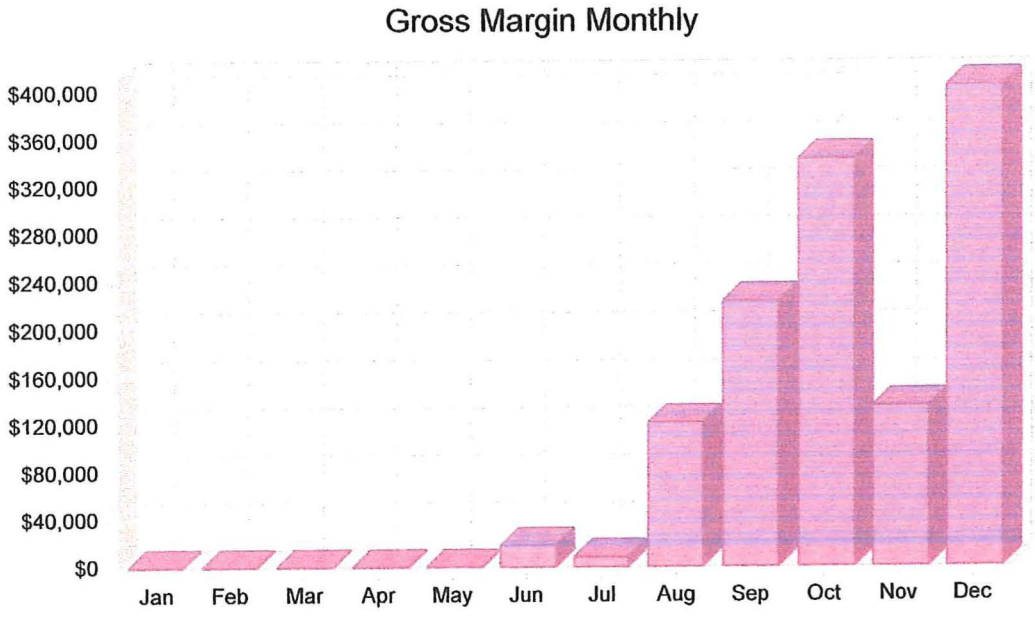

Gross Margin Monthly
$400,000
$360,000
$320,000
$280,000
$240,000
$200,000
$160,000
$120,000
$80,000
$40,000
$0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec

Table: Cash Flow

Pro Forma Cash Flow			
	2016	2017	2018
Cash Received			
Cash from Operations			
Cash Sales	$1,289,808	$2,541,200	$3,240,260
Subtotal Cash from Operations	$1,289,808	$2,541,200	$3,240,260
Additional Cash Received			
Sales Tax, VAT, HST/GST Received	$0	$0	$0
New Current Borrowing	$0	$0	$0
New Other Liabilities (interest-free)	$0	$0	$0
New Long-term Liabilities	$0	$0	$0
Sales of Other Current Assets	$0	$0	$0
Sales of Long-term Assets	$0	$0	$0
New Investment Received	$0	$0	$0
Subtotal Cash Received	$1,289,808	$2,541,200	$3,240,260
Expenditures	2016	2017	2018
Expenditures from Operations			
Cash Spending	$438,555	$699,849	$720,845
Bill Payments	$411,057	$1,410,149	$1,633,146
Subtotal Spent on Operations	$849,612	$2,109,998	$2,353,991
Additional Cash Spent			
Sales Tax, VAT, HST/GST Paid Out	$0	$0	$0
Principal Repayment of Current Borrowing	$0	$0	$0
Other Liabilities Principal Repayment	$0	$0	$0
Long-term Liabilities Principal Repayment	$0	$0	$0
Purchase Other Current Assets	$0	$0	$0
Purchase Long-term Assets	$2,000	$0	$0
Dividends	$0	$0	$0
Subtotal Cash Spent	$851,612	$2,109,998	$2,353,991
Net Cash Flow	$438,196	$431,202	$886,269
Cash Balance	$2,438,196	$2,869,399	$3,755,668

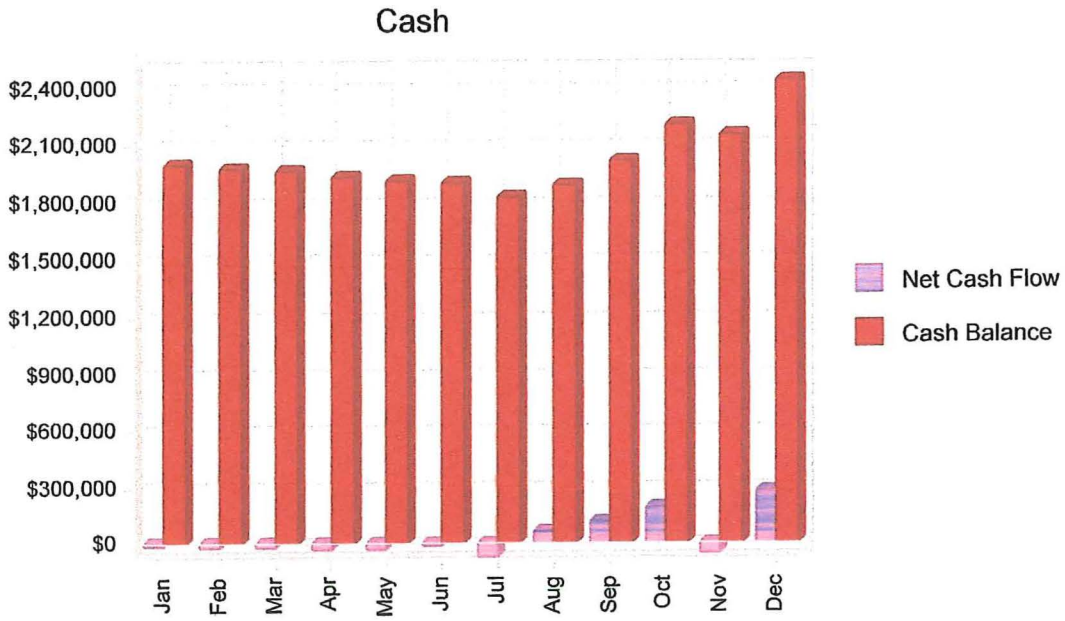

Cash
$2,400,000
$2,100,000
$1,800,000
$1,500,000
$1,200,000
$900,000
$600,000
$300,000
$0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Net Cash Flow
Cash Balance

Table: Balance Sheet

Pro Forma Balance Sheet			
	2016	2017	2018
Assets			
Current Assets			
Cash	$2,438,196	$2,869,399	$3,755,668
Other Current Assets	$0	$0	$0
Total Current Assets	$2,438,196	$2,869,399	$3,755,668
Long-term Assets			
Long-term Assets	$2,402,000	$2,402,000	$2,402,000
Accumulated Depreciation	$400	$800	$1,200
Total Long-term Assets	$2,401,600	$2,401,200	$2,400,800
Total Assets	$4,839,797	$5,270,599	$6,156,468
Liabilities and Capital	2011	2012	2013
Current Liabilities			
Accounts Payable	$150,105	$112,840	$136,147
Current Borrowing	$0	$0	$0
Other Current Liabilities	$0	$0	$0
Subtotal Current Liabilities	$150,105	$112,840	$136,147
Long-term Liabilities	$0	$0	$0
Total Liabilities	$150,105	$112,840	$136,147
Paid-in Capital	$6,685,000	$6,685,000	$6,685,000
Retained Earnings	($2,285,000)	($1,995,308)	($1,527,241)
Earnings	$289,692	$468,068	$862,562
Total Capital	$4,689,692	$5,157,759	$6,020,321
Total Liabilities and Capital	$4,839,797	$5,270,599	$6,156,468
Net Worth	$4,689,692	$5,157,759	$6,020,321

7.7 Business Ratios

The following table provides important Business Ratios for JEWELS PREPARTORY ACADEMY as well as industry ratios, SIC code 8211n, Private Elementary and Secondary Schools.

Table: Ratios

Ratio Analysis				
	2016	2017	2018	Industry Profile
Sales Growth	0.00%	76.50%	27.51%	8.18%
Percent of Total Assets				
Other Current Assets	0.00%	0.00%	0.00%	34.01%
Total Current Assets	65.85%	66.96%	68.73%	42.62%
Long-term Assets	34.15%	33.14%	31.27%	57.38%
Total Assets	100.00%	100.00%	100.00%	100.00%
Current Liabilities	0.94%	0.64%	0.74%	21.28%
Long-term Liabilities	12.20%	11.19%	9.95%	23.32%
Total Liabilities	13.14%	11.83%	10.68%	44.60%
Net Worth	86.86%	88.17%	89.32%	55.40%
Percent of Sales				
Sales	100.00%	100.00%	100.00%	100.00%
Gross Margin	97.54%	93.70%	92.28%	100.00%
Selling, General & Administrative Expenses	91.64%	90.23%	84.17%	67.87%
Advertising Expenses	0.00%	0.00%	0.00%	3.06%
Profit Before Interest and Taxes	50.94%	41.50%	50.19%	2.61%
Main Ratios				
Current	69.77	104.20	93.01	1.22
Quick	69.77	104.20	93.01	0.77
Total Debt to Total Assets	13.14%	11.83%	10.68%	59.10%
Pre-tax Return on Net Worth	4.21%	6.29%	9.76%	8.28%
Pre-tax Return on Assets	3.66%	5.54%	8.72%	3.39%

Additional Ratios	2016	2017	2018	
Net Profit Margin	27.16%	24.06%	31.43%	n.a
Return on Equity	2.95%	4.40%	6.83%	n.a
Activity Ratios				
Accounts Payable Turnover	4.23	12.17	12.17	n.a
Payment Days	27	36	27	n.a
Total Asset Turnover	0.09	0.16	0.19	n.a
Debt Ratios				
Debt to Net Worth	0.15	0.13	0.12	n.a
Current Liab. to Liab.	0.07	0.05	0.07	n.a
Liquidity Ratios				
Net Working Capital	$9,921,004	$10,430,298	$11,346,838	n.a
Interest Coverage	4.20	5.82	9.50	n.a
Additional Ratios				
Assets to Sales	10.62	6.20	5.15	n.a
Current Debt/Total Assets	1%	1%	1%	n.a
Acid Test	69.77	104.20	93.01	n.a
Sales/Net Worth	0.11	0.18	0.22	n.a
Dividend Payout	0.00	0.00	0.00	n.a

Appendix

Table: Sales Forecast

Sales Forecast													
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sales													
Student Tuition	0%	$0	$0	$0	$0	$0	$0	$0	$111,111	$111,111	$111,111	$111,111	$111,111
Fundraising	0%	$0	$0	$0	$0	$0	$0	$0	$0	$100,000	$0	$0	$250,000
Auditorium Rental	0%	$0	$0	$0	$0	$0	$0	$0	$0	$10,500	$20,815	$22,397	$24,041
Classroom Rental	0%	$0	$0	$0	$0	$0	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000
Sporting Event Grounds Rental	0%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Property Rental for Events (Other)	0%	$0	$0	$0	$0	$0	$10,000	$0	$10,000	$0	$10,000	$0	$20,000
Grant Funding Income	0%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$200,000	$0	$0
Summer School Tuition	0%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Sales		$0	$0	$0	$0	$0	$18,000	$8,000	$129,111	$229,611	$349,926	$142,008	$413,152
Direct Cost of Sales		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Learning Tools and Supplies		$0	$0	$0	$0	$0	$0	$0	$6,667	$6,667	$7,073	$7,285	$7,503
Fundraising Expenses		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal Direct Cost of Sales		$0	$0	$0	$0	$0	$0	$0	$6,667	$6,667	$7,073	$7,285	$7,503

Appendix

Table: Personnel

Personnel Plan		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Kindergarden Teacher	0%	$0	$0	$0	$0	$0	$0	$3,611	$3,611	$3,611	$3,611	$3,611	$3,611
1st Grade Teacher	0%	$0	$0	$0	$0	$0	$3,611	$3,611	$3,611	$3,611	$3,611	$3,611	$3,611
2nd Grade Teacher	0%	$0	$0	$0	$0	$0	$0	$3,611	$3,611	$3,611	$3,611	$3,611	$3,611
3rd Grade Teacher	0%	$0	$0	$0	$0	$0	$0	$3,611	$3,611	$3,611	$3,611	$3,611	$3,611
4th Grade Teacher	0%	$0	$0	$0	$0	$0	$0	$3,611	$3,611	$3,611	$3,611	$3,611	$3,611
5th Grade Teacher	0%	$0	$0	$0	$0	$0	$0	$3,611	$3,611	$3,611	$3,611	$3,611	$3,611
6th Grade Teacher	0%	$0	$0	$0	$0	$0	$0	$3,611	$3,611	$3,611	$3,611	$3,611	$3,611
Teacher's Assistant 1	0%	$0	$0	$0	$0	$0	$0	$833	$833	$833	$833	$833	$833
Teacher's Assistant 2	0%	$0	$0	$0	$0	$0	$0	$833	$833	$833	$833	$833	$833
Gym Teacher	0%	$0	$0	$0	$0	$0	$0	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667
Cleaning/Maintenance	0%	$0	$0	$0	$0	$833	$833	$833	$833	$833	$833	$833	$833
Security	0%	$0	$0	$0	$0	$0	$0	$2,156	$2,156	$2,156	$2,156	$2,156	$2,156
Adminstration/Office	0%	$0	$0	$0	$0	$2,778	$2,778	$2,778	$2,778	$2,778	$2,778	$2,778	$2,778
Principal	0%	$0	$0	$0	$7,385	$7,385	$7,385	$7,385	$7,385	$7,385	$7,385	$7,385	$7,385
COO	0%	$0	$0	$0	$0	$0	$0	$1,696	$1,696	$1,696	$1,696	$1,696	$1,696
CEO	0%	$0	$13,167	$13,167	$13,167	$13,167	$13,167	$13,167	$13,167	$13,167	$13,167	$13,167	$13,167
Total People		0	0	0	0	0	0	9	0	16	16	16	16
Total Payroll		$0	$13,167	$13,167	$20,552	$24,163	$27,774	$56,622	$56,622	$56,622	$56,622	$56,622	$56,622

Appendix

Table: Profit and Loss

Pro Forma Profit and Loss													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	De
Sales	$0	$0	$0	$0	$0	$13,000	$8,000	$122,444	$222,744	$342,858	$134,723	$405,6
Direct Cost of Sales	$0	$0	$0	$0	$0	$0	$0	$6,667	$6,667	$7,073	$7,285	$7,50
Other Costs of Sales	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
Total Cost of Sales	$0	$0	$0	$0	$0	$0	$0	$6,667	$6,667	$7,073	$7,285	$7,50
Gross Margin	$0	$0	$0	$0	$0	$13,000	$8,000	$122,444	$222,744	$342,858	$134,723	$405,6
Gross Margin %	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%	94.84%	97.01%	97.06%	94.87%	98.1
Expenses												
Payroll	$0	$13,167	$13,167	$20,582	$24,163	$27,774	$56,822	$56,822	$56,822	$56,822	$56,822	$56,8
Sales and Marketing and Other Expenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
Depreciation	$33	$33	$33	$33	$33	$33	$33	$33	$33	$33	$33	$3
Insurance	$0	$0	$0	$0	$0	$0	$1,500	$1,500	$1,500	$1,500	$1,500	$1,5
Training	10%	$0	$0	$250	$0	$0	$250	$0	$0	$950	$0	$0	$2
Supplies	15%	$0	$0	$0	$0	$0	$0	$0	$0	$10,416	$10,416	$10,416	$10,4
Field Trips	5%	$0	$0	$0	$0	$0	$0	$0	$0	$2,500	$2,500	$2,500	$2,5
Busses for Children (3 busses with Drivers)	15%	$0	$0	$0	$0	$0	$0	$0	$0	$13,000	$13,000	$13,000	$13,0
Permits	15%	$1,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
Soccer Field Maintenance	15%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
Baseball Field Maintenance	15%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
Landscaping Maintenance	15%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
Education Consultant/Management	15%	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,0
Payroll Tax and Benefits	15%	$0	$0	$0	$0	$0	$2,807	$2,807	$2,807	$2,807	$2,807	$2,807	$2,8
Total Operating Expenses		$11,033	$23,200	$23,450	$30,585	$34,196	$69,364	$81,962	$91,962	$117,828	$117,578	$117,5
Profit Before Interest and Taxes		($11,033)	($23,200)	($23,450)	($30,585)	($34,196)	($46,364)	($83,962)	$30,482	$104,916	$225,279	$17,1
EBITDA		($11,000)	($23,167)	($23,417)	($30,552)	($34,163)	($46,331)	($83,929)	$30,515	$104,949	$225,312	$17,1
Interest Expense		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
Taxes Incurred		($3,310)	($6,960)	($7,035)	($9,176)	($10,259)	($13,909)	($25,189)	$9,145	$31,475	$67,594	$5,1
Net Profit		($7,723)	($16,240)	($16,415)	($21,410)	($23,937)	($32,455)	($58,773)	$21,337	$73,441	$157,718	$12,0
Net Profit/Sales		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.0

Appendix

Table: Cash Flow

Pro Forma Cash Flow													
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Cash Received													
Cash from Operations													
Cash Sales		$0	$0	$0	$0	$0	$18,000	$8,000	$129,111	$229,611	$349,926	$142,008	$413,152
Subtotal Cash from Operations		$0	$0	$0	$0	$0	$18,000	$8,000	$129,111	$229,611	$349,926	$142,008	$413,152
Additional Cash Received													
Sales Tax, VAT, HST/GST Received	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Current Borrowing		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Other Liabilities (interest-free)		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Long-term Liabilities		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sales of Other Current Assets		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sales of Long-term Assets		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Investment Received		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal Cash Received		$0	$0	$0	$0	$0	$18,000	$8,000	$129,111	$229,611	$349,926	$142,008	$413,152

Appendix

Expenditures	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	De
Expenditures from Operations												
Cash Spending	$0	$13,107	$13,157	$20,382	$24,166	$27,771	$56,232	$55,642	$66,623	$56,622	$66,938	$39,14
Bill Payments	$256	$7,595	$3,046	$3,135	$538	$431	$21,943	$11,465	$42,732	$100,717	$123,501	$75,07
Subtotal Spent on Operations	$256	$20,702	$16,213	$23,667	$24,701	$28,255	$78,175	$68,107	$109,354	$157,339	$190,126	$114,22
Additional Cash Spent												
Sales Tax, VAT, HST/GST Paid Out	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
Principal Repayment of Current Borrowing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
Other Liabilities Principal Repayment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
Long-term Liabilities Principal Repayment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
Purchase Other Current Assets	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
Purchase Long-term Assets	$2,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
Dividends	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
Subtotal Cash Spent	$2,256	$20,702	$16,213	$23,667	$24,701	$28,255	$78,175	$68,107	$109,354	$157,339	$190,126	$114,22
Net Cash Flow	($2,256)	($20,702)	($16,213)	($23,667)	($24,701)	($10,255)	($70,175)	$61,004	$120,257	$192,567	($40,118)	$286,45
Cash Balance	$1,997,744	$1,977,042	$1,960,829	$1,937,162	$1,912,461	$1,902,205	$1,832,030	$1,893,034	$2,013,291	$2,205,858	$2,165,740	$2,452,19

Appendix

Table: Balance Sheet

Pro Forma Balance Sheet														
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
Assets	Starting Balances													
Current Assets														
Cash	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
Other Current Assets	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
Total Current Assets	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
Long-term Assets														
Long-term Assets	$2,400,000	$2,402,000	$2,402,000	$2,402,000	$2,402,000	$2,402,000	$2,402,000	$2,402,000	$2,402,000	$2,402,000	$2,402,000	$2,402,000	$2,402	
Accumulated Depreciation	$0	$33	$67	$100	$133	$167	$200	$233	$266	$300	$333	$366	$	
Total Long-term Assets	$2,400,000	$2,401,967	$2,401,933	$2,401,900	$2,401,867	$2,401,834	$2,401,800	$2,401,767	$2,401,734	$2,401,700	$2,401,667	$2,401,634	$2,401	
Total Assets	$4,400,000	$4,395,710	$4,378,975	$4,362,729	$4,339,008	$4,314,274	$4,303,986	$4,283,777	$4,291,748	$4,312,972	$4,307,423	$4,359,474	$4,369	

Appendix

Liabilities and Capital		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
Current Liabilities													
Accounts Payable	$0	$7,434	$2,939	$3,108	$797	$0	$21,466	$10,031	$49,665	$96,448	$131,309	$71,157	$150
Current Borrowing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Other Current Liabilities	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Subtotal Current Liabilities	$0	$7,434	$2,939	$3,108	$797	$0	$21,466	$10,031	$49,665	$96,448	$131,309	$71,157	$150
Long-term Liabilities	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Total Liabilities	$0	$7,434	$2,939	$3,108	$797	$0	$21,466	$10,031	$49,665	$96,448	$131,309	$71,157	$150
Paid-in Capital	$6,685,000	$6,685,000	$6,685,000	$6,685,000	$6,685,000	$6,685,000	$6,685,000	$6,685,000	$6,685,000	$6,685,000	$6,685,000	$6,685,000	$6,685
Retained Earnings	$2,285,000)	$2,285,000	$2,285,000	$2,285,000	$2,285,000	$2,285,000	$2,285,000	$2,285,000	$2,285,000	$2,285,000	$2,285,000	$2,285,000	$2,285
Earnings	$0	$7,723	$15,964	$40,379	$61,785	$83,726	$117,431	$176,234	$159,917	$81,478	$26,216	$38,217	$28
Total Capital	$4,400,000	$4,392,277	$4,376,036	$4,359,621	$4,338,212	$4,314,274	$4,282,569	$4,223,766	$4,245,083	$4,316,522	$4,476,216	$4,466,217	$4,685
Total Liabilities and Capital	$4,400,000	$4,399,710	$4,378,975	$4,362,729	$4,339,008	$4,314,274	$4,303,985	$4,233,777	$4,294,748	$4,414,972	$4,607,525	$4,559,374	$4,835
Net Worth	$4,400,000	$4,392,277	$4,376,036	$4,359,621	$4,338,212	$4,314,274	$4,282,569	$4,223,766	$4,245,083	$4,316,522	$4,476,216	$4,466,217	$4,685

CRA Advisory Committee

Meeting Date: 10/21/2015

Re: Memo Regarding Salvation Army of SLC Bid for RFP No. 2015-051 for 505 North 7th Street

Submitted For: Nick Mimms, Deputy City Manager, City Manager

Information

SUBJECT

Salvation Army of St. Lucie County Bid Received After Deadline

---

Attachments

Memo Regarding Salvation Army Bid for RFP No. 2015-051

INTEROFFICE MEMORANDUM

FROM THE OFFICE OF THE

CITY MANAGER

TO : Community Redevelopment Agency Advisory Committee

FROM : Nick Mimms, P.E., Deputy City Manager NM by AW

RE : **RFP No. 2015-046, Sale or Lease of Surplus Property - 505 North 7th Street**

DATE : October 2, 2015

The bid issued for the Sale or Lease of Surplus Property pertaining to 505 North 7th Street, RFP No. 2015-046, closed at 3:00 p.m. on August 20, 2015. The Salvation Army of St. Lucie County submitted a bid for this property which was received after the stated deadline at 3:02 p.m. and therefore too late for consideration. In accordance with regulations, it was returned unopened with a letter of explanation to Mr. Clyde Allen Preston.

General Conditions, Instructions and Information for Proposers are included in the documentation for each bid issued by the City of Fort Pierce which clearly state:

> The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered.

Included with this memorandum are copies of: Section 1 – General Conditions, Instructions and Information for Proposers with the pertinent sections highlighted; the date and time stamp which was issued upon receipt of the bid; and a copy of the letter issued stating that the bid was received too late for consideration.

NM:aw

Attachments: Section 1 – General Conditions, Instructions and Information for Proposers
Time/date stamp from Purchasing Department for Salvation Army of SLC bid
Letter dated 8/26/15 from Purchasing Department to Clyde Allen Preston

C: Tony Barnes, Administrative Services Director
Gelencia Carter, Purchasing Manager
Georgia Montgomery, Purchasing Specialist

DELIVER TO: **City of Fort Pierce** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Procurement Dept.** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Contact: Gelencia Carter, 772-467-3748	**RFP No: 2015-046**
Mandatory Pre-Bid Conference Date: **N/A**	**RFP Title: SALE OR LEASE OF SURPLUS PROPERTY – 505 NORTH 7TH STREET**
Mandatory Pre-Bid Location: **N/A**	**RFP Opening Location:** **City of Ft. Pierce Procurement Dept.** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFP Due Date & Time: **3:00 PM, THURSDAY, AUGUST 20, 2015**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Circle One): **Corporation Partnership Proprietorship**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: __Y __N MWBE: __Y __N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit three (3) complete sets (one [1] original and two [2] copies) of their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such

proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: http://www.purchasing.ci.fort-pierce.fl.us.

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Director of Administrative Services will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient

CITY OF FORT PIERCE
PROCUREMENT DEPARTMENT

2015 AUG 20 PM 3:02

RECEIVED

SOLICITATION #: _____

VENDOR NAME: _____

VENDOR SIGNATURE: _____

CITY OF FORT PIERCE
Florida

PURCHASING DEPARTMENT
CITY HALL, 100 NORTH U.S. 1
P.O. BOX 1480
FORT PIERCE, FLORIDA 34954-1480

TEL.: (772) 467-3000
FAX: (772) 467-3848
www.cityoffortpierce.com

August 26, 2015

The Salvation Army of Saint Lucie County
3629 S. U.S Highway 1
Fort Pierce, FL 34948
Attention: Clyde Allen Preston

RE: RFP 2015-046 August 20, 2015 @ 3:00 PM)
Sale or Lease of Surplus Property~ 505 North 7th Street

Dear Mr. Preston:

We are returning subject bid unopened, which was received in our office on 08/20/15 at 3:02 PM, which was too late to be considered.

Thanks you for your interest.

Sincerely,

Georgia Montgomery
Purchasing Specialist
City of Fort Pierce
100 N US Hwy1
Fort Pierce, FL 34954

Enclosure

CRA Advisory Committee
Meeting Date: 10/21/2015
Re: Fort Pierce Redevelopment Agency Budget FY 2015/2016
Submitted For: Nick Mimms, Deputy City Manager, City Manager

Information

SUBJECT

Fort Pierce Redevelopment Agency Budget for FY 2015/2016

Attachments

FPRA Budget for FY 2015/2016
2014 Final Taxable Value for CRA

THE SUNRISE CITY

FORT PIERCE

Florida

FY 2015/16

PROPOSED OPERATING BUDGET

Linda Hudson, Mayor

Rufus J. Alexander, III, Commissioner

Edward W. Becht, Commissioner

Thomas Perona, Commissioner

Reginald B. Sessions, Commissioner

Robert Bradshaw, City Manager

Nicholas Mimms, P.E., Deputy City Manager

Proposed Budget for Fiscal Year 2015/16

Fund Title:	Urban Redevelopment
Fund/Division Number:	FPRA

		2012/13 Actual	2013/14 Actual	2014/15 Approved	2015/16 Proposed
Operating Expense					
3120	Legal Fees	$ 71,678	$ 54,413	$ 50,000	$ 50,000
3190	Consultant Fees	0	938	0	0
3200	Accounting & Auditing	4,775	4,950	5,000	5,000
3468	Marina Operation	8,087	8,677	10,000	10,000
3490	Contractual Fees	1,463	8,882	0	1,000
4110	Communications	14,813	12,935	10,000	10,000
4120	Freight and Postage	78	498	500	500
4310	Utilities	29,373	31,727	18,000	30,000
4510	Insurance	88,100	92,954	85,000	85,000
4620	Site Maintenance	14,443	3,081	15,000	10,000
4650	Vehicle Maintenance	4,287	1,039	4,000	15,000
4651	Vehicle Parts	15	0	0	0
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	180	250	0	0
4710	Reproduction	0	1	0	0
4810	Advertising	808	2,386	0	1,000
4911	Loan Interest	0	1,750	0	0
4920	Cost of Goods Sold/Fuel	0	24,480	0	0
4940	Bad Debts	0	360	0	0
4950	Settlement of Claims	0	0	10,000	0
4960	Administrative Fees	63,747	79,491	75,000	75,000
4980	Contingency	3	0	0	0
4985	Real Estate Taxes	19,248	27,838	23,000	28,000
4990	Miscellaneous Expenses	40	202	1,000	1,000
5210	Gas and Oil	1,168	869	0	1,000
5410	Books, Pubs, Subscriptions & Mbrshp	1,538	0	0	1,000
	Total Operating Expense	$ 323,844	$ 357,721	$ 306,500	$ 323,500
Capital Outlay					
6320	Other improvements	$ 334,346	$ 1,969,001	$ 0	$ 0
6410	Office Equip & Machinery	2,078	0	0	0
	Total Capital Outlay	$ 336,424	$ 1,969,001	$ 0	$ 0

Proposed Budget for Fiscal Year 2015/16

Fund Title:	Urban Redevelopment
Fund/Division Number:	FPRA

		2012/13 Actual	2013/14 Actual	2014/15 Approved	2015/16 Proposed
Other Programs & Projects					
8340	Other Grants & Aids	$ 0	$ 20	$ 0	$ 0
8220	Mainstreet	0	0	0	0
8391	Ft. Pierce/PAL	20,202	20,000	20,000	20,000
	Total Programs & Projects	$ 20,202	$ 20,020	$ 20,000	$ 20,000
Transfers					
90 01	General - Debt Service (210)	$ 0	$ 0	$ 417,952	$ 418,256
90 01	General - Debt Service/Principal (20	1,843,228	2,826,680	2,417,119	2,414,182
9116	Debt Service 2006	2,706,869	2,706,094	1,364,900	1,368,132
9117	Debt Service 2005	0	0	1,362,881	1,363,400
9166	Sunrise Theatre	400,000	445,749	450,000	450,000
9175	Construction Fund	0	0	0	0
9188	HUD Grants	74,960	0	0	0
	Total Transfers	$ 5,025,057	$ 5,978,523	$ 6,012,852	$ 6,013,970
	TOTAL APPROPRIATIONS	**$ 5,705,527**	**$ 8,325,265**	**$ 6,339,352**	**$ 6,357,470**

Ken Pruitt

PROPERTY APPRAISER • Saint Lucie County

2300 Virginia Avenue Fort Pierce, Florida 34982-5652

October 13, 2014

RECEIVED
TIME
OCT 16 2014
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

Mr. Nick Mimms
Fort Pierce CRA Director
PO Box 1480
Fort Pierce, FL 34954

RE: 2014 Final Taxable Value for CRA

Dear Mr. Mimms,

The final taxable values for the Fort Pierce Community Redevelopment Areas are as follows:

CRA 1 (Res 82-25)	$ 49,423,854 for County funds with senior but no historic exemption $ 49,294,010 for City fund with historic but no senior exemption
CRA 2 (Res 95-89)	$ 2,639,810
CRA 3 (Res 96-15)	$ 3,256,670
CRA 4 (Res 01-98)	$ 571,254,334 for County funds with senior but no historic exemption $ 574,186,823 for City fund with historic but no senior exemption

If you have any questions or require additional information, please do not hesitate to contact me.

With kindest regards,

SAINT LUCIE COUNTY PROPERTY APPRAISER

By K. Price
Katie H. Price, Tax Roll Manager

cc: Gloria Johnson, Finance Director, City of Fort Pierce
Bonny Arnold, Accountant, City of Fort Pierce
Marie Gouin, Management & Budget Director, Saint Lucie County

CRA Advisory Committee
Meeting Date: 10/21/2015
Re: Kraaz & Kraaz Finance, LLC - Commercial Contract Offer for 500 Orange Avenue
Submitted For: Nick Mimms, Deputy City Manager, City Manager

Information

SUBJECT
Kraaz & Kraaz Finance, LLC - Commercial Contract Offer for 500 Orange Avenue.

Attachments
Letter from C. Sessions Re - Offer for 500 Orange Avenue
Kraaz & Kraaz Finance, LLC - Offer for 500 Orange Avenue

RECEIVED
TIME
OCT - 6 2015
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

CAROLINE SESSIONS
REALTOR

COLDWELL BANKER
PARADISE

Coldwell Banker Paradise
411 N US HWY 1
Ft Pierce, FL 34950

Direct Line: (772) 237-9897
Caroline.Sessions@coldwellbanker.com

October 1, 2015:

RE: 500 Orange Avenue

Mr. Robert Bradshaw, City Manager,

Mr. Bradshaw, as per our meeting on October 1, 2015, please see the attached signed contract from my buyer, Mr. Hons Kraaz, c/o KRAAZ & KRAAZ FINANCE, LLC. As per our discussion, you will notice, per your explanation of the City's Charter, there is an offer for the above mentioned property for $110,000, which is the appraised value, as of April 2015. As per your explanation of the requirements of the charter, this amount meets the criteria of "the city having to have at a minimum, appraised value and not exceeding 10% over the appraised value".

Also, I am hoping this contract will follow the chain discussed by Mr. Mims in our meeting on October 1st 2015, which is being presented to the Community Redevelopment Agency Advisory Committee and hopefully recommended to be presented before the City Commission.

Finally, as you are aware, my client has played a major role in enhancing our downtown community and is willing and able to utilize this property for its Highest and Best Use in our Business District, while following all the required zoning and Historic Requirements.

I look forward to hearing from the city regarding the status of this contract in the very near future. Also, if there are any changes to the method in which this contract should follow, please advise immediately, and we will follow such requirements.

Best Regards,

Caroline Sessions

Caroline Sessions, Realtor
Coldwell Banker Paradise
FLColdwellBanker.com/carolinesessions
772.237.9897

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RECEIVED
TIME _____
OCT - 1 2015
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

COLDWELL BANKER
PARADISE

Commercial Contract

1* 1. **PARTIES AND PROPERTY:** KRAAZ & KRAAZ FINANCE, LLC **("Buyer")**

2* agrees to buy and THE CITY OF FORT PIERCE **("Seller")**

3* agrees to sell the property as: Street Address: 500 Orange Avenue Ft pierce, FL

4*

5* Legal Description: AMENDED PLAT OF BLK 2OF RE-S/D OF RECEIVER'S S/D LOT 4 (MAP 24/10D)(OR)

6* 1613-2457

7* and the following Personal Property: TBD

8*

9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10* **2. PURCHASE PRICE:** 110,000 HK $ ~~100,000.00~~

11* **(a)** Deposit held in escrow by TBD $ 10,000.00
12 ("Escrow Agent") (checks are subject to actual and final collection)

13* Escrow Agent's address: _____ Phone: _____

14* **(b)** Additional deposit to be made to Escrow Agent within ____ days after Effective Date $ _____

15* **(c)** Additional deposit to be made to Escrow Agent within ____ days after Effective Date $ _____

16* **(d)** Total financing (see Paragraph 5) $ _____

17* **(e)** Other _____ $ _____

18 **(f)** All deposits will be credited to the purchase price at closing. Balance to close, subject
19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank HK $ 100,000 ~~90,000.00~~
20 check(s) or wire transfer.

21 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by **Seller**
22* and **Buyer** and an executed copy delivered to all parties on or before October 30, 2015, this offer will be
23 withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
24 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**
25 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the**
29 **essence in this Contract.**

30 **4. CLOSING DATE AND LOCATION:**

31* **(a) Closing Date:** This transaction will be closed on December 22, 2015 (Closing Date), unless specifically
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
34 Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the
35 insurance underwriting suspension is lifted.

36* **Buyer** (HK) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

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(b) Location: Closing will take place in ST LUCIE COUNTY County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: Within NA days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $ _____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:
CASH TRANSACTION.
Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____;
provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within 30 days ☐ after Effective Date ☐ or at least 7 days before Closing Date deliver to **Buyer** (check one)

☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

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(2) **Buyer** delivers proper written notice and **Seller** cures the defects within 15 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☒ (i.)**Seller** will, within 15 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction: _____, prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☐ **Buyer** will, at ☐ **Seller's** ☐ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

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parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted [X] only with **Buyer's** consent [ ] without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller** will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

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Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

13. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

14. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

15. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

16. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

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proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

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

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: COLDWELL BANKER PARADISE (Company Name) Caroline Sessions (Licensee),
411 N US HWY 1 FT PIERCE, FL34950 (Address, Telephone, Fax, E-mail),
who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____
6% Commission to be paid to Coldwell Banker Paradise

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288* **(b) Buyer's Broker:** Coldwell Banker Paradise (Company Name) Caroline Sessions (Licensee),
289
290* 411 N US HWY 1
291 (Address, Telephone, Fax, E-mail)
292* who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated
293* by ☐ **Seller's Broker** ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)
294* _____
295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

303 **21. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

305*	☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
306*	☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
307*	☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
308*	☐ Seller Representations	☐ Seller Financing	☐ Other _____

309 **22. ADDITIONAL TERMS:**

310* The property will be used in continuity with the surrounding area buildings and/or businesses according to Sec. 22-31
311* - General Commercial Zone- (C3), best and highest use and according to the markets need.
312* _____
313* Buyer(s) acknowledge(s) that Broker is representing Buyer(s) in a statutory Transaction Brokerage relationship as set
314* forth in 475.01(1)(L) and 475.278(2)(b), Florida Statutes. In addition to the commission to be paid by Seller, Buyer(s)
315* agrees to pay Coldwell Banker a commission of $295 at closing. Buyer(s) will have no obligation to pay this fee if
316* closing does not occur.
317* _____
318* _____
319* _____
320* _____

321 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
322 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
323 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
324 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
325 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
326 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
327 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
328 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
329 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
330 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS**
331 **AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE**
332 **AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

333* **Buyer** (HK) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

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Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

* _____ Date: 10/1/15
KRAAZ & KRAAZ FINANCE, LLC

* KRAAZ & KRAAZ FINANCE, LLC Tax ID No: _____
(Typed or Printed Name of **Buyer**)

* Title: PRESIDENT/OWNER Telephone: _____

* _____ Date: _____

* _____ Tax ID No: _____
(Typed or Printed Name of **Buyer**)

* Title: _____ Telephone: _____

* **Buyer's** Address for purpose of notice: _____

* Facsimile: _____ Email: _____

* _____ Date: _____
THE CITY OF FT. PIERCE

* THE CITY OF FT. PIERCE Tax ID No: _____
(Typed or Printed Name of **Seller**)

* Title: _____ Telephone: _____

* _____ Date: _____

* _____ Tax ID No: _____
(Typed or Printed Name of **Seller**)

* Title: _____ Telephone: _____

* **Seller's** Address for purpose of notice: _____

* Facsimile: _____ Email: _____

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* **Buyer** (RK) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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CRA Advisory Committee
Meeting Date: 10/21/2015
Re: STAFF COMMENTS
Submitted For: Nick Mimms, Deputy City Manager, City Manager

Information

SUBJECT
STAFF COMMENTS

Attachments

No file(s) attached.

CRA Advisory Committee
Meeting Date: 10/21/2015
Re: CRA Advisory Committee Term Expirations
Submitted For: Nick Mimms, Deputy City Manager, City Manager

Information

SUBJECT
CRA Advisory Committee Term Expirations (5)

Attachments

Email to CRA Advisory Committee - Term Expirations

CRA Advisory Committee Term Expirations

Angela Wilkinson to: aking, ericaganzi, jhopkins, gibbonsjpg, lenrob, hoytjr, mikebrownjr, AL26504

09/24/2015 10:49 AM

Cc: Nicholas Mimms, Linda Cox

Good Morning,

The CRA Advisory Committee has five (5) members whose terms will be expiring in December of 2015. Of these committee members, only Mr. Johnson has a current Application for Board Appointment on file with the City Clerk's office. The other four (4) committee members will need to submit new applications in order to be considered for reappointment. A list of the CRA Advisory Committee Members is shown below with the names of these members in red. The application is available online with the following link: http://cityoffortpierce.com/DocumentCenter/Home/View/937 and is also attached in PDF format for your convenience. A hard copy will be mailed to Mr. Matthews as he is not available via email. Although the application can be filled out on the City website, it must be submitted with an original signature to the City Clerk's office. If you have any questions, please feel free to contact me.

Appointment-Reappointment Application 2015.pdf

COMMITTEE MEMBER	APPOINTED	APPOINTMENT RESOLUTION #	PREVIOUS APPLICATION	TERM EXPIRES
Ashley King	At Large	FPRA 15-01	1/21/2014	
Charlie Frank Matthews	Sessions		12/2/2013	
Erica Ganzi	Becht		12/2/2013	
Al Johnson	Alexander	FPRA 15-03	7/1/2015	
Hoyt C. Murphy, Jr.	Hudson		12/2/2013	
Jacklyn (Plythe) Freedman	Perona		12/2/2013	
John R. (Jack) Hopkins	At large	FPRA 15-01	12/2/2013	
Michael J. Brown, Jr.	At large	FPRA 15-01	12/2/2013	
Robin Delgado	At large	FPRA 15-01	12/2/2013	

Angela Wilkinson
Executive Assistant
Office of the City Manager
City of Fort Pierce
100 N. US Hwy #1
P.O. Box 1480
Fort Pierce, FL 34954-1480
(772) 467-3025
awilkinson@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name:	Phone:
Home Address:	How long at this address?
Are you a citizen of the United States? ☐ Yes ☐ No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☐ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☐ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☐ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☐ No If yes, please specify:	
Have you ever been convicted of a crime? ☐ Yes ☐ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Email Address:
Date:	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 468-3841 or via email at lcox@city-ftpierce.com

CRA Advisory Committee
Meeting Date: 10/21/2015
Re: Committee Member Comments
Submitted For: Nick Mimms, Deputy City Manager, City Manager

Information

SUBJECT
COMMITTEE MEMBER COMMENTS

Attachments

No file(s) attached.