

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT – REQUEST FOR QUALIFICATIONS

SUBMIT RESPONSES TO: **PROCUREMENT SERVICES OFFICE (MAIL CODE: BKV-4-PRO)**
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET - BUILDING #4
BROOKSVILLE, FLORIDA 34604-6899

Direct Inquiries to: **Brian Bickhardt, Procurement Specialist 3**
 Phone: 352-796-7211, Ext. 4135; FAX: 352-754-3497
 E-mail: Procurement@watermatters.org

DATE POSTED:
February 5, 2021
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RESPONSES WILL BE OPENED:
March 2, 2021 at 2:00 p.m.

PRE-RESPONSE CONFERENCE: NONE

TITLE: RFQ 2102 REAL ESTATE BROKER SERVICES

SPECIFICATIONS: The District seeks the services of a licensed Real Estate Broker to assist the District with the sale of surplus properties located throughout the District's 16-counties.

Respondent Name:

Reason for No-Bid:

Mailing Address:

City-State-Zip:

Telephone Number: () -

Fax Number: () -

Toll-Free Number: () -

Email address for correspondence:

Authorized Signature:

Full Name (please print or type):

Title (please print or type):

I, the above signed, as Respondent, hereby declare that I have carefully read this solicitation and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. I agree to be bound by all of the terms and conditions of this solicitation and certify that I am authorized to sign this proposal for the Respondent.

IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT HIS/HER SEALED RESPONSE IS DELIVERED AT THE PROPER TIME TO THE SPECIFIED LOCATION. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE ACCEPTED.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR QUALIFICATIONS # 2102

REAL ESTATE BROKER SERVICES

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PART I - GENERAL CONDITIONS

1.1 PURPOSE.

The purpose of this solicitation is to provide guidelines for submission of proposals to qualify for the nature of services described in Part III, hereinafter referred to as the "Project."

1.2 DEFINITIONS.

"Respondent" means any Florida licensed real estate broker submitting a response to this Solicitation. "District" means the Southwest Florida Water Management District, which is the issuing agency. "Cooperating Broker" is one who agrees to split a real estate commission with another broker in return for services rendered in connection with a particular piece of real property. The terms "proposal" and "response" may be used interchangeably throughout this solicitation and mean the submittal provided by a Respondent in response to this solicitation.

1.3 DEVELOPMENT COST.

Neither the District nor its representatives will be liable for any expenses incurred in connection with the preparation of a proposal for this solicitation. All proposals should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the solicitation.

1.4 CHANGES, DELAYS, AND ADDENDA.

The District reserves the right to delay scheduled solicitation due dates if determined to be in the best interest of the District. All interpretations and supplemental instructions for this solicitation will be in the form of written Addenda to the solicitation documents. Respondents will acknowledge receipt of all such Addenda in their proposals.

District solicitations, addenda and questions and answers (Q&A) are available for review and may be downloaded from the District's website at: <http://www.watermatters.org/procurement> and at: www.demandstar.com. Persons receiving solicitations from these Internet websites are responsible to recheck the website for any addenda or Q&As.

No interpretation of the meaning of the specifications or other solicitation documents, or correction of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. Respondents are advised that no other sources are authorized to provide information concerning, explaining, or interpreting solicitation documents. Any information obtained from an officer, agent or employee of the District or any other person will not affect Respondent's risk or obligations or relieve it from fulfilling any and all conditions of this solicitation.

1.5 PRE-RESPONSE CONFERENCES. NONE.

1.6 **RULES FOR RESPONSES.**

The signer of the response must declare that any person or entity with any interest in the response, as a principal, is identified therein; that the response is made without collusion; that the response is, in all respects, fair and in good faith; and that the signer of the proposal has full authority to submit for and bind the Respondent stated on the Solicitation Cover Sheet.

1.7 **RESPONSE FORMAT.**

In order to assist the District's review process, responses are to be prepared utilizing the following format. All Responses will be submitted in a three (3) ring binder, on 8.5" x 11" paper, printed on both sides except for organization charts which may be on 11" x 17" paper printed on one side. Text will be single-spaced using 12-point font, except for headers, footers, tables, graphs and charts. All sections are to be tabbed and pages clearly numbered. All information furnished must be legible. The required electronic copy must be an exact Adobe™ Portable Document Format File (.PDF) copy of the original. Discrepancies between the original and electronic .PDF copy may result in rejection of the proposal in accordance with Paragraph 1.15, Right to Accept or Reject Proposals.

1.7.1 **Request for Qualifications Form** - Respondents must complete, sign and return the Cover Sheet with their response.

1.7.2 **Letter of Transmittal** - This letter, not to exceed two (2) pages, shall briefly state Respondent's understanding of the work to be performed and make a positive commitment to perform the work in a timely fashion. It should also give the names of the individuals who will be authorized to make representations for the organization, and their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

1.7.3 **Scope of Work** - This section of the response is addressed in Part III, Nature of Services Required.

1.7.4 **Additional Data** - Since data not specifically requested should not be included in the previous sections of the response, give any additional information which you feel is pertinent for consideration. This information will only be evaluated to the extent it supports the Respondent's qualification and experience to provide the services requested by this solicitation.

1.7.5 **Supplemental Services** - Any related services supplemental to what is set forth in Part III, Nature of Services Required, shall be provided in this section. The supplemental services shall not be considered in the evaluation of the Respondent under this solicitation; however, the District reserves the right to request the successful Respondent to perform such supplemental services.

1.7.6 **Litigation** - Submit information on any pending litigation and any judgments or settlements of court cases relative to providing real estate broker services that have occurred within the last five (5) years.

1.8 **ORAL PRESENTATIONS.**

The highest ranked Respondents may be required to participate in oral presentations with the Evaluation Committee. These presentations provide an opportunity for the Respondents to answer questions to clarify their proposals. Presentations are anticipated to last up to ninety (90) minutes. Only key team members should attend oral presentations.

Pursuant to Section 286.0113, F.S., the oral presentations are exempt from Section 286.011 and Section 24(b), Article I of the State Constitution. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

Any Respondent deciding to appeal any decision made by the District with respect to any matter considered at such meeting, will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

1.9 **RESPONSE OPENING.**

The response opening will be public, on the date and at the time specified on the Solicitation Cover Sheet. It is the Respondent's responsibility to assure that its response is delivered at the proper time to the specified location. Responses that for any reason are not so delivered will not be considered. Only names of Respondents will be read at the response opening.

Responses must be delivered by U.S. mail, postage paid, nationally recognized overnight courier, or personally. The District will not accept electronically transmitted Responses.

Responses MUST be identified with the solicitation title as identified on the Solicitation Cover Sheet and "Sealed Response - Do Not Open" marked on the sealed package. If responses are sent via Express Mail, Responses MUST be placed in a sealed envelope properly identified within the Express Mail package. No responsibility will attach to the District or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified as required.

By submitting a Response, Respondent agrees to all the terms and conditions of this solicitation and those included in the Sample Agreement attached hereto as Attachment 4. Any changes offered by a Respondent in a response will not be considered by the District. The submittal of a Response will constitute the Respondent's acknowledgement of all terms and conditions of this solicitation and the District will construe the response as though no response changes were presented. If a Respondent desires to propose a change to a term or condition of this solicitation or Sample Agreement, Respondent must submit its request under the procedure set forth in Paragraph 1.11, Technical Questions.

In light of the Covid-19 pandemic, the District is providing you with a virtual option to join the Bid Opening for RFQ 2102 Real Estate Broker Services. The Bid Opening will begin at 2:00 p.m. on March 2, 2021 and will end upon the conclusion of all responses being opened, which may not require the entire time

scheduled. Your attendance is optional; and no action is required by Respondents during the meeting. Respondents may listen to the opening by clicking on the “**Join Microsoft Teams Meeting**” title below. You may also click on or copy and paste the following URL into your browser:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 786-749-6127,,485117700#](#) United States, Miami

Phone Conference ID: 485 117 700#

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjY5ZGVmOWEtNTY4ZC00ZmNkLWJmYTktNjY2NjUyZmE1YmE3%40thread.v2/0?context=%7b%22Tid%22%3a%227d508ec0-09f9-4402-8304-3a93bd40a972%22%2c%22Oid%22%3a%22c146a870-640f-4ba8-bfd4-bec250d882b8%22%7d

1.10 **RESPONSIVE/RESPONSIBLE.**

At the time of submitting a response, the District requires that the Respondent be properly licensed and registered to do business in the State of Florida in accordance with Florida Statutes. Responses that fail to provide all required information, documents, or materials, may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation and which responses are responsive and responsible.

1.11 **TECHNICAL QUESTIONS.**

All questions must be presented in writing to Brian.Bickhardt@watermatters.org, the address as stated in Paragraph 1.28, Correspondence, or faxed, followed by a written confirmation, to the Procurement fax number, 352-754-6884, for receipt no later than ten (10) calendar days prior to the proposal opening. Inquiries must reference the date of the proposal opening, and the solicitation title and number. Respondents are responsible to check the District’s website as specified in Paragraph 1.4 of this solicitation, for the District’s responses to the questions presented. The District will attempt to answer all submitted questions in a timely manner but accepts no responsibility for response delays.

1.12 **CONFLICT OF INTEREST.**

The award hereunder is subject to the provisions of Chapter 112, Part III, F.S., as amended, governing conflicts of interest. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

1.13 **RESPONSE WITHDRAWAL.**

Proposals may be withdrawn by written notice signed by the same person who signed the Solicitation Cover Sheet and received at any time prior to the opening. Proposals may be withdrawn in person by the Respondent or its authorized representative, provided the authorized representative's identity is made known and a signed receipt for the proposal is received.

1.14 **PUBLIC AVAILABILITY OF RECORDS.**

Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to Respondent. Any information, reports or other materials given to, prepared or submitted in response to this solicitation will be subject to the provisions in Chapter 119, F.S., Florida Public Records Act. Any Respondent claiming that its proposal contains information that is exempt from the public records law must clearly segregate (separate binder and CD preferred) and mark that specific information and provide the specific statutory citation for such exemption (i.e., Section 815.04, F.S.).

The Florida Public Records Act, Section 119.071(1)(b), F.S., as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a notice of intended decision pursuant to Section 120.57(3)(a), F.S., or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals. See Attachment 4, Sample Agreement, Paragraph 6, PROJECT RECORDS AND DOCUMENTS, for additional details on the public record requirements.

1.15 **RIGHT TO ACCEPT OR REJECT RESPONSES.**

Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the solicitation or irregularities of any kind, or do not comply in every respect with the solicitation may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated in this solicitation, but reserves the right to accept any proposal which in the judgment of the District will best serve the needs and the interests of the District. The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this solicitation. If awarded, no contract will be formed between the Respondent and the District until the contract is executed by both parties.

1.16 **NOTICE OF INTENDED DECISION.**

The notice of intended decision will be posted for review by interested parties on the District's website at: <http://www.watermatters.org/procurement>, at: www.demandstar.com, and at 2379 Broad Street, Building No. 4 Lobby, Brooksville, Florida 34604-6899.

1.17 **PROTESTS.**

Any Respondent who protests the specifications, or notice of intended decision, must file with the District a notice of protest and a formal protest in compliance with Chapter 28-110, F.A.C., and applicable provisions in Section 120.57, F.S. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., will constitute a waiver of proceedings under Chapter 120, F.S.

1.18 **AGREEMENT INFORMATION.**

The contents of the proposal of a successful Respondent will be incorporated into a written Agreement in terms acceptable to the District at its absolute discretion. A Respondent's failure to accept this condition will result in the cancellation of any award. A Sample Agreement is attached as Attachment 4.

1.19 **INDEMNIFICATION.**

See the Indemnification provision in the attached Sample Agreement.

1.20 **TERMINATION WITHOUT CAUSE.**

See the Termination Without Cause provision in the attached Sample Agreement.

1.21 **LAW COMPLIANCE.**

See the Law Compliance provision in the attached Sample Agreement.

1.23 **AMERICANS WITH DISABILITIES ACT (ADA).**

The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs and activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Bureau Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, ext. 4703 or 1-800-423-1476 (FL only), ext. 4703; TDD (FL only) 1-800-231-6103; or email to ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

1.24 **PUBLIC ENTITY CRIMES.**

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Subsection 287.017, F.S.,

for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By submitting a response to this solicitation, the Respondent certifies that it is not on the convicted vendor list.

1.25 **SCRUTINIZED COMPANIES.**

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By signing the Solicitation Cover Sheet, the Respondent certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of the Respondent's response.

1.26 **EMPLOYMENT ELIGIBILITY VERIFICATION.**

See Employment Eligibility Verification provision in the attached Sample Agreement.

1.27 **BACKGROUND CHECKS.**

The District will require Respondent to perform a background check on all persons assigned to perform work for the District on behalf of Respondent. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE), and such additional background checking as Respondent may deem appropriate.

Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the District. Others may be excluded at the sole discretion of the District, based upon the results of the background check (see Section 373.6055 F.S. for further detail about statutory requirements).

1.28 **CORRESPONDENCE.**

Unless otherwise stated or notified in writing by the District, correspondence pursuant to this solicitation must be sent to the District at the following address:

Procurement Section (BKV-4-PRO), Building 4
Southwest Florida Water Management District
2379 Broad Street (U.S. Hwy. 41 South)
Brooksville, Florida 34604-6899
E-mail: Brian.Bickhardt@watermatters.org

Unless otherwise stated or notified in writing by the Respondent, correspondence pursuant to this solicitation will be sent to the Respondent at the address listed on the Solicitation Cover Sheet.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the District posting the Notice of Intended Decision, excluding Saturdays, Sundays, and state holidays, any employee or officer of the District concerning any aspect of this solicitation, except in writing to the Procurement Section as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

PART II - INTRODUCTION

2.1 GENERAL INFORMATION.

The District hereby solicits responses for the services of qualified Respondents for the following purpose:

The District seeks the services of one or more State of Florida Licensed Real Estate Broker(s) to enter into exclusive right of sale listing agreements in a non-representative capacity. The lands to be offered for sale will be in locations throughout the District's 16 counties. The lands are small tracts (5 acres or less) or large tracts (over 5 acres). The properties may be Agricultural, Industrial, Residential, Recreational, or Commercial. A current list of surplus parcels may be found on the District's website.

To be considered, **one (1) original and one (1) exact electronic Adobe™ Portable Document Format File (.PDF) of the original on a USB thumb drive**, of a response **must** be received by the District's Procurement Office (BKV-4-PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, before **2:00 p.m., Eastern Time, on Tuesday, March 2, 2021**. All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.

During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from Respondents for clarification purposes. Some or all Respondents submitting responses may be required to make oral presentations as part of the evaluation process.

The District anticipates awarding one (1) or more contracts to qualified Respondent(s) to perform the services set forth in this solicitation. In order for a Respondent to be considered qualified, the Respondent must be licensed in the State of Florida and be authorized to sell real estate in the State of Florida.

2.2 BACKGROUND INFORMATION.

The Southwest Florida Water Management District is one of five regional districts charged by Chapter 373 of the Florida Statutes to preserve and protect the resources for the people through water resource development, regulatory and other programs. Central to the mission is maintaining the balance between the water needs of current and future residents, while protecting and maintaining the natural systems which provide the District with its existing and future water supply. The District's services include, but are not limited to, flood control; regulatory programs such as surface water and water use permitting;

natural systems management; preservation and restoration of threatened lakes, rivers, streams and estuaries; land management and acquisition; and public education awareness.

2.3 **TERM OF CONTRACT.**

The expected term of the contract(s) resulting from this solicitation is three (3) years with the option for one (1) additional two (2) year period upon mutual written agreement of both parties.

2.4 **RESPONSE CALENDAR.**

The following is a list of key dates concerning this solicitation. All dates are subject to change:

Request For Qualifications issued by the District	February 5, 2021
Due date for Respondents to submit responses (2:00 p.m.)	March 2, 2021
Evaluation Committee Meeting (2:00 p.m.)	March 16, 2021
Oral Presentations (if required) (2:00 p.m.)	March 30, 2021
Evaluation Committee Meeting (2:00 p.m.)	April 6, 2021
Notice of Intended Decision, anticipated posting date	April 9, 2021
Real Estate Broker Contract Effective Date.....	May 5, 2021

** Oral Presentations and the second Evaluation Committee Meeting will only occur if the Evaluation Committee requests Oral Presentations during the first Evaluation Committee Meeting.*

In light of the Covid-19 pandemic, the District is providing you with a virtual option to join the Evaluation Committee Meeting for RFQ 2102 REAL ESTATE BROKER. The meeting will begin at 2:00 p.m. on March 16, 2021 and will end upon the conclusion of the discussion, which may not require the entire time scheduled. Your attendance is optional; and no action is required by Respondents during the meeting. Respondents may listen to the opening by clicking on the “**Join Microsoft Teams Meeting**” title below. You may also click on or copy and paste the following URL into your browser:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 786-749-6127](tel:+17867496127), 485117700# United States, Miami

Phone Conference ID: 485 117 700#

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjY5ZGVmOWEtNTY4ZC00ZmNkLWJmYTktNjY2NjUyZmE1YmE3%40thread.v2/0?context=%7b%22Tid%22%3a%227d508ec0-09f9-4402-8304-3a93bd40a972%22%2c%22Oid%22%3a%22c146a870-640f-4ba8-bfd4-bec250d882b8%22%7d

General solicitation questions will be answered by telephone Monday through Friday from

8:30 a.m. to 4:30 p.m., Eastern Time. Technical solicitation questions will be addressed as set forth in Section 1.11, Technical Questions.

All District contact must be through the Procurement Services Section (PRO), Southwest Florida Water Management District, 2379 Broad Street, Building 4, Brooksville, Florida 34604-6899, telephone number 352-796-7211 or 1-800-423-1476 (Florida only) extension 4135; fax number 352 754 3497; E-mail: Brian.Bickhardt@watermatters.org.

PART III - NATURE OF SERVICES REQUIRED

3.1 PROJECT DESCRIPTION.

3.1.1 **PURPOSE.** The purpose of this solicitation is to solicit responses from licensed, qualified real estate brokers to sell both small (5 acres or less) and large (over 5 acres) tracts of land that may be Agricultural, Industrial, Residential, Recreational, or Commercial. Respondents may use Cooperating Brokers in performing the services outlined in Part III with the express written approval of the District. In the event a Cooperating Broker is used, such offers will be made to the District by the qualified Respondent under the terms of the negotiated listing agreement. There will be no relationship between the District and the Cooperating Broker.

3.2 SCOPE OF SERVICES.

The successful Respondent(s) will provide the best value in service, pricing and flexibility to the District, as determined in the District's sole discretion, allowing the District to meet statutory requirements of selling lands for the highest price obtainable. The successful Respondent(s) will be required to perform the following services:

- 3.2.1 Market properties statewide, preferably nationally.
- 3.2.2 Produce brochures, videos, and other applicable marketing materials.
- 3.2.3 List all properties on multiple listing service (MLS) and other statewide/nationally available site(s).
- 3.2.4 Provide appropriate number of trained staff to promptly respond to inquiries.
- 3.2.5 Promptly submit monthly reports of marketing activities, inquiries and showings.
- 3.2.6 Promptly supply lock box for properties as needed.

3.3 RESPONSE REQUIREMENTS.

In order to enable the District to evaluate each Respondent, please provide the following information with your response:

- 3.3.1 Evidence of a currently active Florida Real Estate Broker's License;
- 3.3.2 Provide appropriate number of trained staff to respond to inquiries, including the Broker's key real estate agents and their specialized expertise
- 3.3.3 A description of the sales force and resources available including size and geographic distribution of sales force;
- 3.3.4 A plan for how inquiries will be handled and how quickly someone will respond;
- 3.3.5 Information of marketing abilities including website addresses, memberships in any Board of Realtors in the region that provide a MLS and any other

- mechanisms or outlets that would be used. Include details of print, specific and general advertising, brochures, and videos, etc.;
- 3.3.6 A sample monthly report of marketing activities, inquiries and showings;
 - 3.3.7 Terms offered to Cooperating Brokers;
 - 3.3.8 Demonstration of expertise selling type of land desired in listing including number of listings worked in the past year, number of offers received (with offer amount to listing amount, as an average percentage) and number of sales closed with the number of days on the market; and
 - 3.3.9 A detailed description of the proposed compensation plan structure.

3.4 **COMPENSATION.**

Compensation will be negotiated in the listing agreement associated with each parcel or parcels. All compensation, including commissions and expenses, shall be paid by the buyer of the District's land; the District will not provide the Broker with any compensation. Respondents are required to include a proposed compensation plan structure in their response to this solicitation. Additionally, Respondents are required to provide terms offered to Cooperating Brokers, if applicable. Respondents will not be evaluated on the information submitted in response to Section 3.4; however, the District may utilize the information provided in Respondents' responses when determining which qualified Broker(s) to commence negotiating a listing agreement with for each parcel or parcels.

3.5 **SELECTION OF QUALIFIED BROKER TO PROVIDE SERVICES.**

For each parcel or parcels, the District will choose one or more Brokers qualified under this solicitation with whom to negotiate a listing agreement. Qualification under this solicitation does not guarantee the use of a Broker's services by the District. The qualified Broker(s) with whom the District will commence negotiations with will be chosen for each parcel based on the following factors: experience in the market area of the parcel or parcels, successful sales of similar types of properties, experience marketing similar types of properties, overall ability to provide the services required, and proposed compensation plan structure. The District reserves the right to request updated information from the Broker(s) concerning the factors set forth above. The District reserves the right to negotiate with two or more Brokers simultaneously. Additionally, the District reserves the right to commence negotiations with any other Broker not initially selected if deemed to be in the District's best interest. The District will use the sample listing agreement (Attachment 2) as the basis for negotiating the listing agreement for the parcel or parcels. The District reserves the right to revise, change or negotiate any particular term in the sample listing agreement as deemed to be in the District's best interest.

PART IV - INSURANCE REQUIREMENTS

4.1 **INSURANCE REQUIREMENTS.**

Any agreement resulting from this solicitation will require the Broker to maintain, during the entire term of the contract, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under the contract until the District has received an acceptable certificate

or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the District Agreement Number and Project Manager.

4.1.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Per occurrence \$200,000

4.1.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person..... \$100,000

Bodily Injury Liability per Occurrence..... \$300,000

Property Damage Liability..... \$100,000

- or -

Combined Single Limit..... \$500,000

4.1.3 Professional liability (errors and omissions) insurance in a minimum amount of Five Hundred Thousand Dollars (\$500,000).

4.1.4 The Broker must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement resulting from this solicitation. Such notification must be provided to the District within five (5) business days of the Broker's notice of such cancellation or change from its insurance provider.

PART V - EVALUATION PROCEDURES

5.1 REVIEW OF RESPONSES.

During the Evaluation Phase, three (3) representatives of the District Evaluation Committee will individually evaluate all responsive and responsible responses against the evaluation criteria described in Section 5.2 below. The Evaluation Committee will meet at a public meeting which shall be properly noticed. Following discussions by the Evaluation Committee members, each Evaluation Committee member will independently complete his or her evaluation of each response and provide to District Procurement staff. Individual raw scores will be ranked with the top ranked Respondent receiving a rank of one (1). The individual rankings will be totaled. The highest-ranked Respondent will be the Respondent with the lowest total score based upon the rankings. In the event of a tie, the raw scores will be totaled, and the Respondent deemed to have the highest rank, will be the Respondent with the highest cumulative raw score. The highest ranked Respondents may be asked to provide oral presentations to the District. The number of Respondents asked to provide oral presentations will be determined by the Evaluation Committee, in its sole discretion. If oral presentations are not required, the Evaluation Committee will select the number of highest ranked Respondents to recommend to the District's Executive Director for approval at the initial public meeting. If oral presentations are required, the Evaluation Committee will meet at a public meeting following the oral presentations and, after discussions, each Evaluation Committee member will independently finalize his or her evaluation of each response, considering

the oral presentations, in accordance with the criteria set forth in Section 5.2 below. Thereafter, the responses will be ranked in accordance with the procedure set forth in the previous paragraph.

If, after any ranking by the Evaluation Committee, it is determined by the Evaluation Committee or the District's Executive Director, that there are insufficient Respondents selected for particular geographic areas or for the types or sizes of parcels as described in Section 3.1.1., the Evaluation Committee may select additional Respondents to evaluate under the evaluation criteria set forth in Section 5.2.

5.2 EVALUATION CRITERIA.

Evaluation Criteria	Total Point Range
I. Quality of Response (including but not limited to) 1. Work product quality 2. Adherence to RFQ requirements	0 - 15
II. Organization Profile and Qualifications (including but not limited to) 1. Overview of background, history, structure and experience	0 - 20
III. Ability to provide the services required (including but not limited to) 1. Previous successful land sales 2. Work history 3. Primary market area and/or area of specialization	0 - 35
IV. Delivery of Client Support and Assistance (including but not limited to) 1. Understanding client priorities 2. Available Staff 3. Office/staff locations 4. Marketing plan(s)	0 - 30
Total:	100

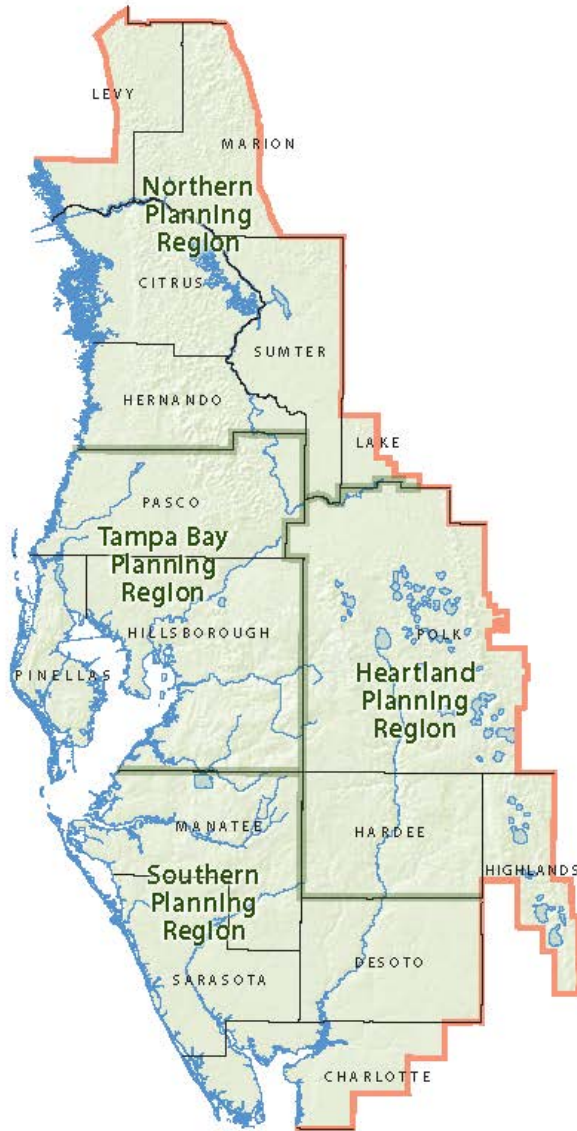
5.3 FINAL SELECTION.

The Respondents that are determined by the Evaluation Committee to be the best qualified to the District in accordance with the Evaluation Criteria set forth in Section 5.2 will be provided to the District's Executive Director for review and approval. The final decision as to which Respondents are qualified under the evaluation criteria set forth in Section 5.2 lies with the District's Executive Director.

The District anticipates that on, or shortly after date April 9, 2021 the Notice of Intended Decision will be posted on the District's web site <http://www.watermatters.org/procurement>, at www.demandstar.com and at 2379 Broad Street, Building No. 4, Brooksville, Florida 34604-6899.

ATTACHMENT 1

District Planning Regions



ATTACHMENT 2

SAMPLE EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT

SWF Parcel No. _____

**EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT
BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
(FULL NAME OF BROKER)
FOR THE (PROPERTY NAME)**

THIS EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida, 34604 (District), and *FULL NAME OF BROKER*, having a principal address of _____ (Broker).

WITNESSETH:

WHEREAS, on *(Insert Date)*, the District issued a Request for Qualifications for Real Estate Broker Services (RFQ 2102) seeking the services of a State of Florida licensed real estate broker to assist the District with the marketing and sale of real properties declared surplus by the District's Governing Board; and

WHEREAS, on *(Insert Date)*, the District announced a notice to award a contract for real estate broker services to *(Full Name of Broker)* and thereafter executed the contract on *(Insert Date)* (Broker Agreement), the performance of which requires the parties to execute an exclusive right of sale listing agreement for each parcel of real property.

NOW THEREFORE, the District and Broker, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. **Exclusive Right to Represent.** The District hereby retains Broker as the District's sole and exclusive agent with the sole right to negotiate the sale of the District's property as described below and in accordance with the Broker Agreement and RFQ 2102, incorporated in this Agreement by reference as though fully set forth herein.

2. **Description of District's Property.** The District's property (Property) is described as follows:

- (a) Address: _____
- (b) Parcel ID: _____
- (c) Legal description: Set forth in Exhibit A, attached hereto and incorporated herein by this reference.

3. **Term of Agreement.** This Agreement will commence on the date of execution by the last party executing it and expire on the last calendar day of the twelfth (12th) month from the effective date. Upon mutual written agreement of both parties, this Agreement will extend for an

additional twelve (12) month term. Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the contract. This Agreement will automatically be extended for the length of time that the Property is placed under a fully executed contract for sale and purchase that fails to close during the term of this Agreement.

4. Price and Terms. The Property is to be offered for sale on the following terms or on such other terms acceptable to the District:

- (a) Price: The purchase price of the Property must meet the District's statutory requirement for the highest price obtainable, but not less than appraised value, pursuant to Section 373.089, Florida Statutes (F.S.).
- (b) Financing Terms: Cash.
- (c) Other Terms: _____

5. Approval. Notwithstanding any other term or condition stated in this Agreement, the District's performance and obligations under this Agreement are contingent upon the District's Governing Board approving a contract for sale and purchase of the Property.

6. Compensation. The Broker will be entitled to a commission, as specified in the commission schedule below, for producing a fully executed contract for sale and purchase of the Property or any interest in the Property in the form attached hereto as Exhibit A. Broker's commission will be due and payable at closing. The District certifies to Broker that it is a tax-exempt entity and not subject to sales taxes arising out of this Agreement. The Broker and the District agree that Broker's commission will be paid by the buyer of the property pursuant to a separate line item on the closing statement.

Commission Schedule: Maximum Compensation Rate

7. Broker's Duties and Authority. Broker agrees to make diligent and continued efforts to market and sell the District's Property by taking the following actions and the District authorizes the Broker to do so:

- (a) Inspect the Property for the collection of information to complete the scope of services being provided herein by the Broker.
- (b) Determine a listing price through the review of appraisals provided by the District; through collaborative discussions with the District; or if requested by the District, preparation of a Broker Price Opinion for a specific property.

- (c) Place appropriate transaction signs on the Property, including "For Sale" signs and "Contract Pending" signs upon the District executing a contract for sale and purchase.
- (d) Advertise and market the Property statewide and nationally, as Broker deems advisable in newspapers, publications, computer networks, including the internet and other media outlets.
- (e) List the Property on MLS or other statewide and nationally available site(s) and the following marketing websites _____ .
- (f) Produce brochures, videos and other applicable marketing materials, both print and digital, on the condition that such materials are provided to the District for review and approval prior to distribution or publication.
- (g) Provide appropriate number of trained staff to respond to inquiries, including the Broker's key real estate agents and their specialized expertise as listed in Broker's response to RFQ 2102. The Broker will notify the District as to any replacement of the real estate agents listed therein.
- (h) Furnish information concerning the Property to any real estate broker requesting same and to assist cooperating brokers in the best interest of the District in closing a transaction with respect to the Property.
- (i) Submit monthly reports to the District of the services being provided by Broker, including but not limited to marketing activities, inquiries and showings.
- (j) Keep the District immediately apprised of pending offers and negotiations concerning any transaction.
- (k) Supply lock box for the Property as needed.
- (l) Pay any cooperating broker who participates in a transaction with respect to the Property for its services upon receipt of payment of commission from the District.

8. District's Obligations. The District agrees to:

- (a) Cooperate with Broker in bringing about a transaction with respect to the Property.
- (b) Refer immediately to Broker all inquiries of anyone expressing an interest in the Property.
- (c) Conduct all negotiations through Broker, as directed by the District, or keep Broker informed of all negotiations conducted directly by the District. (d) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. The District will immediately inform Broker of any material facts that arise after signing this Agreement.

9. Broker's Relationship. Broker will perform as an independent contractor and not as an employee, representative or agent of the District.

10. Cooperation with Other Brokers. Broker will cooperate with other brokers in attempting to affect a transaction with respect to the Property, except when such cooperation is not in the District's best interest. "Cooperating broker" is one who agrees to split a real estate commission with another broker in return for services rendered in connection with a particular piece of real property. If a cooperating broker is used, such offers will be made to the District by the Broker under the terms of this Agreement. Broker reserves the right to insist that such

cooperating brokers act as representatives of the buyer or as transaction brokers. Nothing in this Agreement will be construed to create or be implied to create any relationship between the District and any cooperating broker. The District agrees that Broker will not be obligated to offer any sub-agency relationship to any cooperating broker. At Broker's written direction, the District will disburse to other cooperating brokers the portion of the commission specified by Broker.

11. Insurance Requirements. The Broker must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the District has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the District Agreement Number and Project Manager.

- (a) Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

Per occurrence	\$200,000
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- (b) Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$ 100,000
Bodily Injury Liability per Occurrence	\$ 300,000
Property Damage Liability	\$ 100,000
or	
Combined Single Limit	\$ 500,000

- (c) The District and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement and any listing agreement.
- (d) The Broker must carry Workers' compensation insurance in accordance with Chapter 440, F.S., if applicable. If the Broker does not carry Workers' compensation coverage, the Broker must submit to the District both an affidavit stating that the Broker meets the requirements of an independent contractor as stated in Chapter 440, F.S. and a certificate of exemption from Workers' compensation coverage.
- (e) Professional liability (errors and omissions) insurance in a minimum amount of Five Hundred Thousand Dollars (\$500,000).
- (f) The Broker must notify the District in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the District within five (5) business days of the Broker's notice of such cancellation or change from its insurance carrier.

- (g) The Broker must obtain certificates of insurance from any subcontractor otherwise the Broker must provide evidence satisfactory to the District that coverage is afforded Broker to the subcontractor by the Broker's insurance policies.

12. Law Compliance. The Broker will abide by and assist the District in satisfying all applicable federal, state, and local laws, rules, regulations, and guidelines, related to performance under this Agreement. The Broker will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status, or national origin.

13. Project Records and Documents. The Broker, upon request, will allow the District to examine or audit all records and documents related to this Agreement during or following completion of this Agreement at no cost to the District. If an audit is undertaken by the District, all required records will be maintained until the audit has been completed and all questions arising from it are resolved. The Broker will maintain all such records and documents for at least five (5) years following completion of this Agreement.

- (a) Each party will allow public access to Project documents and materials made or received by either party related to this Agreement and any listing agreements in accordance with the Public Records Act, Chapter 119, F.S. and to the extent required by Section 119.0701, F.S., the Broker will (1) keep and maintain public records required by the District in order to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Broker does not transfer the records to the District; and (4) upon completion of this Agreement, transfer, at no cost to the District, all public records in possession of the Broker or keep and maintain public records required by the District to perform the service. If the Broker transfers all public records to the District upon completion of this Agreement, the Broker will destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Broker keeps and maintains public records upon completion of this Agreement, the Broker will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

(b) IF THE BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 5555, by email at

RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:

**Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

Any changes to the above contact information will be provided to the BROKER in writing.

14. Confidentiality. During the performance of its obligations or rights under this Agreement, the Broker may have access to certain information hereinafter referred to as "Confidential Information". Such Confidential Information includes, but is not limited to: a) social security numbers, bank account numbers, debit, charge, credit card numbers, and trade secrets as that term is defined at Section 812.081, Florida Statutes, which are exempt under Section 119.071, Florida Statutes, (General exemptions from inspection or copying of public records); and b) written valuations of land determined to be surplus by the District, related documents used to form, or which pertain to, the valuation, and written offers to purchase District land which are exempt under Section 373.089 (Sale or exchange of lands, or interests or rights in land) and s. 24(a), Art.1 of the State Constitution. Exempt information under Section 119.071, F.S. will be considered Confidential Information regardless of whether such information is marked as confidential. The Broker will not disclose, publish, or communicate Confidential Information to any third party without the prior written consent of the District. However, the Broker may disclose the Confidential Information to a third party who has a need to know the Confidential Information to accomplish the purpose of this Agreement and any listing agreement and is under a written obligation of confidentiality at least as restrictive as this Agreement. The Broker will not use the Confidential Information nor circulate it within its own organization except to the extent necessary to accomplish the purpose of this Agreement and any listing agreement. Upon demand or if not otherwise demanded, upon the termination of such project or purposes, the Confidential Information, and all copies thereof and notes made therefrom will be immediately returned to the District. The Broker will comply and warrants that it has complied with implementing all applicable data protection and privacy laws and regulations in any relevant jurisdiction. This paragraph will survive the termination or expiration of this Agreement.

15. Venue and Applicable Law. All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida, and Venue will lie exclusively in the County of Hillsborough. This provision will survive the expiration or termination of this Agreement.

16. Disclosure. The Florida Commercial Real Estate Sales Commission Lien Act provides that when a Broker has earned a commission by performing licensed services under a brokerage agreement, the Broker may claim a lien against the net sales proceeds for the Broker's commission. The Broker's lien rights under the act cannot be waived before the commission is

earned. The District and the Broker agree that any contract for sale and purchase that the Broker produces in accordance with paragraph 6 above will include a provision that requires the buyer to pay the Broker's commission as a condition of the sale. All fees will be paid by the buyer by a method acceptable to the Broker as a line item on the closing statement.

17. Assignment. Except as otherwise provided herein, Broker may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the District. If Broker assigns its rights or delegates its obligations under this Agreement without the District's prior written consent, the District is entitled to terminate this Agreement. If the District terminates this Agreement, the termination is effective as of the date of the assignment or delegation.

18. Indemnification. The Broker agrees to defend, indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Broker, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Broker's performance under this Agreement. This paragraph will survive the expiration or termination of this Agreement.

19. Liability. Nothing in this Agreement will be interpreted as a waiver of the District's sovereign immunity or any lawful defenses or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the District to be sued by third parties in any manner arising out of this Agreement. This paragraph will survive the expiration or termination of this Agreement.

20. Termination. This Agreement may be terminated by the District without cause upon ten (10) days written notice to the Broker. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. Within ten (10) days of the District termination of this Agreement all documents including all electronic copies related to this Agreement must be provided to the District.

21. Default. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, so long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. The parties agree that this Agreement is an executory contract. If after termination by the District, it is determined that Broker was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the District. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

22. Conflict of Interest. Broker certifies that Broker is not involved in any matters which adversely affect any interest or position of the District, and that Broker has no relationship with any third party relating to any matters which adversely affect any interest or position of the District. Broker further agrees that it will not accept during the term of this Agreement any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the District.

23. Miscellaneous. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both the District and Broker. This Agreement will be binding on the heirs, successors, and assignees of the parties. Time is of the essence of this Agreement.

24. Third Party Beneficiaries. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

25. Data Disclosure. Broker is authorized to provide closed transaction information to third party data sources.

26. Contract Managers and Notices. Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports will be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt. Any changes to the below representatives or addresses must be provided to the other party in writing.

Contract Manager for Broker:

Name
Company

Street Address
City, State, Zip Code
Telephone: ()

Contract Manager for District:

Steven Blaschka
Real Estate Program Specialist
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899
Telephone: (352) 796-7211

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Exclusive Right of Sale Listing Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Brian S. Starford, P.G., Division Director Date
Operations, Lands & Resource Monitoring

BROKER FULL NAME

By: _____ Date
Name: _____
Title: _____
Authorized Signatory

[INSERT PROPERTY NAME]
SWF PARCEL NO. _____

Exhibit A
Legal Description of Property

ATTACHMENT 3
Sample Contract for Sale and Purchase

Approved by Attorney: _____

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase (Contract) is made this _____ day of, 20____, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida _____ 34604 _____ (District), and _____, having an address of _____ (Buyer), as follows:

1. **AGREEMENT TO SELL:** The District hereby agrees to sell, and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (Property).
2. **TIME FOR ACCEPTANCE:** Upon execution of this Contract by Buyer, Buyer's offer will be binding for _____ (____) days after such execution by Buyer. If this Contract is not executed by the District on or before _____ (____) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract will terminate.
3. **EFFECTIVE DATE:** The effective date of this Contract will be the date of execution by the District.
4. **APPROVAL:** This Contract is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement will terminate.
5. **PURCHASE PRICE:** The total purchase price for the Property will be _____ dollars (\$____), which will be paid in the following manner:
 - a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer will deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes (F.S.), made payable to the closing agent designated by the District, as earnest money (Deposit). In the event this Contract is terminated under Paragraphs 2, 4, 9, or 13 of this Contract, or as a result of the District's default under paragraph 14 of this contract, the District will return the Deposit to Buyer.
 - b. **Balance:** The balance of the purchase price will be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.

Contract for Sale and Purchase
Parcel Name:
SWF Parcel No.:

Revised 8/31/2017

6. **CLOSING, EXPENSE AND POSSESSION:** This Contract will be closed no later than _____ (____) days from the effective date referenced in Paragraph 2, unless this Contract is terminated pursuant to Paragraphs 2, 4, 9, 13, or 14. The following are additional details of closing:

a. **Time and Place:** The date, time and place of closing will be set by the District.

b. **Conveyance:** At closing, the District will deliver to Buyer a fully executed quit claim deed, conveying the Property and improvements in "AS IS, WHERE IS CONDITION," without warranties or representations.

c. **Expenses:** Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer's survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and Buyer's attorneys' fees. The District has designated _____ Title Company, having an address of _____, as the escrow agent for closing. The Buyer will pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein will affect the purchase price or terms of this Contract.

d. Buyer will also be responsible for paying _____ Real Estate in the amount of _____ dollars (\$), by separate certified or cashier's check made payable to, or wire transfer to, the escrow agent designated by the District. The commission for the District's sale of surplus property is calculated based on the following schedule:

Commission Schedule: Maximum Compensation Rate

7. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES:**

Buyer agrees to take title to the Property subject to any outstanding taxes, special liens or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

8. **CONDITION OF THE PROPERTY:** Buyer agrees to accept the Property in “AS IS, WHERE IS CONDITION.” The District makes no warranties or representations whatsoever as to the condition of the Property or the improvements located thereon, or the fitness of either for any particular use or purpose.

9. **DUE DILIGENCE PERIOD:** Buyer will, at Buyer’s expense, determine whether the Property is suitable for the Buyer’s intended use and development of the Property within _____ (__) days from the effective date of this Contract (Due Diligence Period).

- a. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys, inspections, and investigations which Buyer deems necessary to determine to Buyer’s satisfaction the suitability of the Property for Buyer’s intended use and development. Buyer will deliver written notice to the District prior to the expiration of the Due Diligence Period of Buyer’s determination of whether the Property is acceptable. If Buyer fails to comply with this notice requirement, Buyer will be deemed to have waived any objection to the suitability of the Property for the Buyer’s intended use and development and to have accepted the Property in its present “as is” condition.
- b. If Buyer determines that the Property is not acceptable, Buyer must include the specific reasons therefore in its notice to the District. The District will have thirty (30) days from receipt of Buyer’s notice to cure the specified deficiencies. If the deficiencies are identified by a survey, the survey must meet the requirements for a **Certified Boundary Survey in accordance with Chapter 472, Florida Statutes**, and must be provided to the District for review. If the deficiencies are identified in a Title Insurance Commitment, the Title Insurance Commitment and supporting documentation must be provided to the District for review. If the District fails to cure the deficiencies to the reasonable satisfaction of the Buyer, its attorney or the Buyer’s title insurance company within the 30-day cure period, Buyer may either terminate this Contract or proceed to closing in the same manner as if no deficiencies had been found.
- c. Buyer may contact the District to arrange access to the Property for Buyer, its agents, contractors and assigns for the purpose of conducting such tests, analyses, surveys, inspections, and investigations. Buyer will indemnify and hold the District 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.

10. **EVIDENCE OF TITLE:** Buyer may, at Buyer’s expense, obtain evidence of title and determine insurability of title or waive insurable title, within the Due Diligence Period specified in paragraph 9 and subject to the same notices and waivers. Buyer understands that District may only convey title by Quit Claim Deed and Buyer agrees that this will not be an objection to title.

11. **SURVEY:** If the Buyer chooses to obtain a survey of the Property, the Buyer agrees

Contract for Sale and Purchase
Parcel Name:
SWF Parcel No.:

Revised 8/31/2017

to provide the District with a certified copy of the survey.

12. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Prior to closing, the District will continue to operate the Property and any business conducted on the Property in the manner operated prior to the date of the Contract and will take no action that would adversely impact the Property.

13. **RISK OF LOSS:** If substantial damage to the Property (more than \$5,000) occurs between the date of this Contract and the date of closing, the District will have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer will complete the transaction as originally planned. If these repairs are not completed prior to the closing date, closing will be extended until such time as the repairs are completed. If the District elects not to restore the damaged Property, Buyer's sole remedy will be the right to terminate this Contract by giving written notice to the District or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. If damage to the Property is \$5,000 or less, the parties will proceed to closing as though no damage had occurred.

14. **DEFAULT:** If Buyer fails to close within _____ (___) days from the effective date referenced in Paragraph 3, the District will retain the Deposit, this Contract will terminate, and the District and Buyer will be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within _____ (___) days from the effective date referenced in Paragraph 3, the District will return the Deposit to Buyer, this Contract will terminate, and Buyer and the District will be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 13, Risk of Loss.

15. **ATTORNEYS' FEES AND COSTS:** Except as provided in Paragraph 9, Due Diligence Period, in any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.

16. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. Notice is effective upon receipt.

17. **SUCCESSORS:** Upon execution of this Contract by Buyer, this Contract will be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.

18. **RECORDING:** Neither this Contract nor any notice of it may be recorded in any county by any person.

19. **ASSIGNMENT:** This Contract may not be assigned by Buyer without the prior written consent of the District.

20. **TIME OF ESSENCE:** Time is of the essence in the performance of this Contract.

Contract for Sale and Purchase
Parcel Name:
SWF Parcel No.:

Revised 8/31/2017

21. **AMENDMENTS**: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property will be revised by or at the direction of the District and will be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property will not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description will constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

22. **SURVIVAL**: Paragraphs 6c, 7, 11 and 15 of this Contract will survive delivery and recording of deed and possession of the Property.

23. **COUNTERPARTS AND AUTHORITY TO SIGN**: The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

24. **DOCUMENTS**: The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement.

Exhibit "A" Legal Description

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused the Contract to be executed on the day and year set forth below.

DISTRICT:
Southwest Florida Water Management District, a public corporation of the State of Florida

Witness

Printed Name

Witness

Printed Name

Witness

Printed Name

Witness

Printed Name

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"
Legal Description

Legal Description Parcel

Remainder of this page intentionally left blank.

Exhibit B
Southwest Florida Water
Management District Requirements
for Surplus Boundary Surveys

- All improvements within 10 feet of the boundary lines must be shown (including, but not limited to: wells, septic tanks, fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rights uses will be located and noted.
- The survey will be certified to the Southwest Florida Water Management District
- The following certification will appear on the survey map:

THIS _____ SURVEY IS CERTIFIED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

- Title Commitment exceptions must be addressed on the survey.
- When applicable, the existence of Sovereign Boundaries will be determined by coordinating with the Bureau of Survey and Mapping, Florida Department of Environmental Protection. The demarcation will be a part of this scope.
- When the question or establishment of mean high water, safe upland elevation or ordinary high-water lines is required, a scanned copy of the signed letter from DEP will be provided in PDF format (filename: DEP Sovereign Letter.pdf)
- All monumentation recovered outside the boundaries of the subject survey that was included in the analysis and resolution of the survey will be shown and dimensioned on the map of survey.
- The legal description of the parcel being surveyed will be shown on the map of survey.

Remainder of this page intentionally left blank.

ATTACHMENT 4

SAMPLE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
(FULL NAME OF BROKER)
FOR
REAL ESTATE BROKER SERVICES

THIS AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and *FULL NAME OF BROKER*, a *private corporation, partnership, etc.*, having a principal address of _____, hereinafter referred to as the "BROKER."

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the BROKER to sell both small (5 acres or less) and large (over 5 acres) tracts of land that may be designated or zoned Agricultural, Industrial, Residential, Recreational, or Commercial; and

WHEREAS, the BROKER represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired services to the DISTRICT; and

WHEREAS, the DISTRICT and the BROKER have agreed on the type and extent of services to be rendered by the BROKER and the amount and method of compensation to be paid by the Buyer of any District land sold by the BROKER pursuant to a listing agreement with the DISTRICT.

NOW THEREFORE, the DISTRICT and the BROKER, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR.

The BROKER will perform as an Independent Contractor and not as an employee, representative or agent of the DISTRICT. In accordance with the status of an Independent Contractor, the BROKER covenants and agrees that the BROKER will conduct business in a manner consistent with that status, that the BROKER will not claim to be an officer or employee of the DISTRICT for any right or privilege applicable to an officer or employee of the DISTRICT, including, but not limited to worker's compensation coverage; unemployment insurance benefits; social security coverage; or retirement membership.

2. PROJECT MANAGER AND NOTICES.

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set

forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the DISTRICT: Steve Blaschka
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Project Manager for the BROKER: _____

Any changes to the above representatives or addresses must be provided to the other party in writing.

3. SCOPE OF WORK.

Upon receipt of a fully executed listing agreement with the DISTRICT, the BROKER agrees to timely perform the requested services in accordance with the executed listing agreement, the Nature of Services Required set forth in Exhibit "A," and the BROKER'S response to Request for Qualifications (RFQ) 2102 pertaining to the BROKER'S provision of awarded services. In the event of a conflict between the Scope of Services in this Agreement and those in a listing agreement, the listing agreement shall control.

The parties agree that time is of the essence in the performance of each obligation under this Agreement and a listing agreement.

4. COMPENSATION.

4.1. Compensation will be negotiated in the listing agreement associated with each parcel or parcels. All compensation, including commissions and expenses, shall be paid by the buyer of the DISTRICT'S land; the DISTRICT will not provide the BROKER with any compensation.

4.2. If any dispute or disagreement arises during the course of this Agreement the BROKER will continue to perform with this Agreement and any listing agreement. The BROKER is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, to the DISTRICT'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Executive Director. The Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue a final determination. The BROKER will proceed in accordance with the DISTRICT'S determination; however, such continuation of work will not waive the BROKER'S position regarding the matter in dispute. No sale of DISTRICT land will be delayed or postponed pending resolution of any disputes or disagreements.

- 4.3. The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due the BROKER as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the BROKER or its affiliates to the DISTRICT against any payments due the BROKER under any contract with the DISTRICT. This paragraph will survive the expiration or termination of this Agreement.

5. CONTRACT PERIOD.

This Agreement will be effective upon execution by all parties and will remain in effect through _____, 202_, unless terminated, pursuant to Paragraphs 13 and 14, or as amended in writing by the parties. This Agreement will automatically be extended to coincide with the term of an executed listing agreement.

6. PROJECT RECORDS AND DOCUMENTS.

- 6.1 The BROKER, upon request, will allow the DISTRICT to examine or audit all records and documents related to this Agreement and any listing agreements during or following completion of this Agreement at no cost to the DISTRICT. If an audit is undertaken by the DISTRICT, all required records will be maintained until the audit has been completed and all questions arising from it are resolved. The BROKER will maintain all such records and documents for at least five (5) years following completion of this Agreement.
- 6.2 Each party will allow public access to PROJECT documents and materials made or received by either party related to this Agreement and any listing agreements in accordance with the Public Records Act, Chapter 119, F.S. and to the extent required by Section 119.0701, F.S., the BROKER will (1) keep and maintain public records required by the DISTRICT in order to perform the service; (2) upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the BROKER does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the BROKER or keep and maintain public records required by the DISTRICT to perform the service. If the BROKER transfers all public records to the DISTRICT upon completion of this Agreement, the BROKER will destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the BROKER keeps and maintains public records upon completion of this Agreement, the BROKER will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

- 6.3 IF THE BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 5555, by email at RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:**

**Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

Any changes to the above contact information will be provided to the BROKER in writing.

- 6.4. This paragraph, including all subparagraphs, will survive the expiration or termination of this Agreement.

7 OWNERSHIP OF REPORTS, DOCUMENTS AND OTHER MATERIALS.

7.1 All original documents prepared by the BROKER are instruments of service and will become property of the DISTRICT. The use of data gathered under this Agreement, excluding the data in the public domain, will not be used in connection with other contracts or for other clients of the BROKER without the written permission of the DISTRICT. The BROKER will provide the DISTRICT with reproducible copies of all reports and other documents. Copies of electronic media used to store data will be provided to the DISTRICT in a format suitable for hard copy print out. The BROKER will retain ownership and property interest in its pre-existing intellectual property and pre-existing work products.

7.2 For a period of five (5) years after completion of this Agreement, the BROKER agrees to provide the DISTRICT with copies of any additional materials in its possession resulting from the performance of this Agreement. However, this provision will not be considered a waiver of any claim of attorney/client privilege to which the BROKER is entitled. The BROKER will not publish, copyright, or patent any of the data furnished or developed pursuant to this Agreement without first obtaining the DISTRICT'S written consent.

7.3 The provisions of this Paragraph 7 will survive the expiration or termination of this Agreement.

8. BROKER'S ACKNOWLEDGMENTS AND REPRESENTATIONS.

The BROKER acknowledges and explicitly represents to the DISTRICT the following:

8.1 The BROKER is duly authorized to conduct business in the State of Florida.

- 8.2 The BROKER has familiarized itself with the nature and extent of this Agreement, work expected to be performed under this Agreement, and federal, state, and local laws, statutes, rules, regulations, ordinances, orders, and decisions, that may affect the BROKER'S performance of this Agreement.
- 8.3 The BROKER has reviewed this Agreement, including its Exhibits, and all available information and data shown or indicated in this Agreement and has given the DISTRICT written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in this Agreement or information or data, and the written resolution thereof by the DISTRICT is acceptable to the BROKER.
- 8.4 The BROKER will obtain and review all information and data which relates to this Agreement or which the BROKER may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any services required under this Agreement, including but not limited to, information and data indicated in this Agreement or related to work under separate agreements, to the extent such work may interface with the BROKER'S work provided pursuant to this Agreement.

9. STANDARD OF PERFORMANCE.

The BROKER will perform and complete all services in a timely manner in accordance with the standard of care, skill and diligence customarily provided by an experienced professional rendering the same services, and in accordance with sound principles and practices. The DISTRICT will decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the work called for hereunder, or the character, quality, amount, or value thereof. The decision of the DISTRICT upon all such claims, questions, or disputes will be reasonable and in adherence with sound principles and practices applicable to the professional services.

10. INDEMNIFICATION.

The BROKER agrees to defend, indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the BROKER, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the BROKER'S performance under this Agreement. This paragraph will survive the expiration or termination of this Agreement.

11. CONFIDENTIALITY.

During the performance of its obligations or rights under this Agreement, the BROKER may have access to certain information hereinafter referred to as "Confidential Information". Such Confidential Information includes, but is not limited to: a) social security numbers, bank account numbers, debit, charge, credit card numbers, and trade secrets as that term is defined at Section 812.081, Florida Statutes, which are exempt under

Section 119.071, Florida Statutes, (General exemptions from inspection or copying of public records); and b) written valuations of land determined to be surplus by the DISTRICT, related documents used to form, or which pertain to, the valuation, and written offers to purchase District land which are exempt under Section 373.089 (Sale or exchange of lands, or interests or rights in land) and s. 24(a), Art.1 of the State Constitution. Exempt information under Section 119.071, F.S. will be considered Confidential Information regardless of whether such information is marked as confidential. The BROKER will not disclose, publish, or communicate Confidential Information to any third party without the prior written consent of the DISTRICT. However, the BROKER may disclose the Confidential Information to a third party who has a need to know the Confidential Information to accomplish the purpose of this Agreement and any listing agreement and is under a written obligation of confidentiality at least as restrictive as this Agreement. The BROKER will not use the Confidential Information nor circulate it within its own organization except to the extent necessary to accomplish the purpose of this Agreement and any listing agreement. Upon demand or if not otherwise demanded, upon the termination of such project or purposes, the Confidential Information, and all copies thereof and notes made therefrom will be immediately returned to the DISTRICT. The BROKER will comply and warrants that it has complied with implementing all applicable data protection and privacy laws and regulations in any relevant jurisdiction. This paragraph will survive the termination or expiration of this Agreement.

12. INSURANCE REQUIREMENT.

The BROKER must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.

12.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

Per occurrence	\$200,000
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12.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$ 100,000
Bodily Injury Liability per Occurrence	\$ 300,000
Property Damage Liability	\$ 100,000

or

Combined Single Limit	\$ 500,000
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12.3 The DISTRICT and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement and any listing agreement.

- 12.4 The BROKER must carry Workers' compensation insurance in accordance with Chapter 440, F.S., if applicable. If the BROKER does not carry Workers' compensation coverage, the BROKER must submit to the DISTRICT both an affidavit stating that the BROKER meets the requirements of an independent contractor as stated in Chapter 440, F.S. and a certificate of exemption from Workers' compensation coverage.
- 12.5 Professional liability (errors and omissions) insurance in a minimum amount of Five Hundred Thousand Dollars (\$500,000).
- 12.6 The BROKER must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the BROKER'S notice of such cancellation or change from its insurance carrier.
- 12.7 The BROKER must obtain certificates of insurance from any subcontractor otherwise the BROKER must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the BROKER'S insurance policies.

13. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the BROKER. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. Within ten (10) days of the DISTRICT'S termination of this Agreement, all documents including all electronic copies related to this Agreement and any listing agreements must be provided to the DISTRICT.

14. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, if the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. In addition, the initiation, either by the BROKER or against the BROKER, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or the BROKER becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by the BROKER entitling the DISTRICT to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the BROKER was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the DISTRICT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

15. RELEASE OF INFORMATION.

The BROKER agrees not to initiate any oral or written media interviews or issue press releases on or about this Agreement, any listing agreement, or any land for which the BROKER and the DISTRICT have executed a listing agreement without providing notices or copies to the DISTRICT'S Project Manager and Public Affairs Bureau Chief no later than three (3) business days prior to the interview or press release.

16. ASSIGNMENT.

The BROKER may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT. If the BROKER assigns its rights or delegates its obligations under this Agreement without the DISTRICT'S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, the termination is effective as of the date of the assignment or delegation.

17. EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with Section 448.095, F.S. ,BROKER , by responding to a solicitation or entering into a contract with the DISTRICT, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into a contract with the DISTRICT, no contract of BROKER was terminated by a public employer in compliance with Section 448.095, F.S, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, F.S., including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), F.S. Upon good faith belief that BROKER, or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), F.S. the DISTRICT will terminate (or order the termination of) their contract. BROKER will be liable for any additional cost incurred by the DISTRICT as a result of its termination. The DISTRICT'S receipt of proof that BROKER and each subcontractor performing through BROKER are E-Verify system participants is a condition precedent to any DISTRICT contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>. Further, BROKER shall include the requirements of this provision (appropriately modified for identification of the parties and their specific obligations under Section 448.095, F.S.) in every subcontract of any tier arising out of or related to any resulting contract with the DISTRICT.

18. LAW COMPLIANCE.

The BROKER will abide by and assist the DISTRICT in satisfying all applicable federal, state, and local laws, rules, regulations, and guidelines, related to performance under this Agreement. The BROKER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status, or national origin.

19. VENUE AND APPLICABLE LAW.

All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida, and Venue will lie exclusively in the County of Hillsborough. This provision will survive the expiration or termination of this Agreement.

20. REMEDIES.

Unless specifically waived by the DISTRICT, the BROKER'S failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the BROKER. Additionally, the DISTRICT will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the BROKER'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the BROKER.

21. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This provision will survive the expiration or termination of this Agreement.

22. SUBCONTRACTORS.

Nothing in this Agreement will be construed to create, or be implied to create any relationship between the DISTRICT and any subcontractor of the BROKER.

23. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

24. CONFLICTING EMPLOYMENT.

The BROKER certifies that at the time of execution of this Agreement, the BROKER is not involved in any matters which adversely affect any interest or position of the DISTRICT, and that the BROKER has no relationship with any third party, relating to any matters which adversely affect any interest or position of the DISTRICT. The BROKER

further agrees that it will not accept during the term of this Agreement any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the DISTRICT.

25. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, the BROKER warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The BROKER further agrees to notify the DISTRICT if placement on either of these lists occurs.

26. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By signing this Agreement, the COOPERATOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The COOPERATOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement and any listing agreement at its option if the COOPERATOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

25. COUNTERPARTS AND AUTHORITY TO SIGN:

The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

27. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

28. DOCUMENTS.

The following documents are attached or incorporated herein by reference and are made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," then to RFQ 2102, and then to the Broker's Response to RFQ 2102.

Exhibit "A" - Nature of Services Required
RFQ 2102 REAL ESTATE BROKER SERVICES
Broker's Response to RFQ 2102.

The remainder of this page left blank intentionally.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P.E. Date
Assistant Executive Director

FULL NAME OF BROKER

By: _____ Date
Name: _____
Title: _____
Authorized Signatory

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
FULL NAME OF BROKER
FOR
REAL ESTATE BROKER SERVICES (RFQ 2102)

Exhibit "A"
NATURE OF SERVICES REQUIRED
REAL ESTATE BROKER SERVICES

3.1 **SCOPE OF SERVICES.**

Broker's Duties and Authority. Broker agrees to make diligent and continued efforts to market and sell the District's Property by taking the following actions and the District authorizes the Broker to do so:

- (a) Inspect the Property for the collection of information to complete the scope of services being provided herein by the Broker.
- (b) Determine a listing price through the review of appraisals provided by the District; through collaborative discussions with the District; or if requested by the District, preparation of a Broker Price Opinion for a specific property.
- (c) Place appropriate transaction signs on the Property, including "For Sale" signs and "Contract Pending" signs upon the District executing a contract for sale and purchase.
- (d) Advertise and market the Property statewide and nationally, as Broker deems advisable in newspapers, publications, computer networks, including the internet and other media outlets.
- (e) List the Property on MLS and other statewide and nationally available site(s) and the following marketing websites _____ .
- (f) Produce brochures, videos and other applicable marketing materials, both print and digital, on the condition that such materials are provided to the District for review and approval prior to distribution or publication.
- (g) Provide appropriate number of trained staff to respond to inquiries, including the Broker's key real estate agents and their specialized expertise as listed in Broker's response to RFQ 2102. The Broker will notify the District as to any replacement of the real estate agents listed therein.
- (h) Furnish information concerning the Property to any real estate broker requesting same and to assist cooperating brokers in the best interest of the District in closing a transaction with respect to the Property.
- (i) Submit monthly reports to the District of the services being provided by Broker, including but not limited to marketing activities, inquiries and showings.
- (j) Keep the District immediately apprised of pending offers and negotiations concerning any transaction.
- (k) Supply lock box for the Property as needed.
- (l) Pay any cooperating broker who participates in a transaction with respect to the Property for its services upon receipt of payment of commission from the District.

District's Obligations. The District agrees to:

- (a) Cooperate with Broker in bringing about a transaction with respect to the Property.

- (b) Refer immediately to Broker all inquiries of anyone expressing an interest in the Property.
- (c) Conduct all negotiations through Broker, as directed by the District, or keep Broker informed of all negotiations conducted directly by the District. (d) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. The District will immediately inform Broker of any material facts that arise after signing this Agreement.

The remainder of this page left blank intentionally.