

FLORIDA DEPARTMENT OF TRANSPORTATION



INVITATION TO NEGOTIATE

ITN-DOT-15-16-5001-ROW

FDOT DISTRICT FIVE

APPRAISAL, APPRAISAL REVIEW, AND MISCELLANEOUS SUPPORT

SERVICES

ADVERTISEMENT

Proposals:

Sealed Proposal Packages will be received by the Department of Transportation, at the FDOT DeLand District Five Office, 719 S. Woodland Blvd, 32720 for the following project no later than the date and time shown in the Timeline, Section 3 of this Invitation to Negotiate:

Scope of Services:

The Florida Department of Transportation (FDOT), District Five, seeks the services of qualified Proposers to provide appraisal services on an as needed basis including, but not limited to, appraisal reports, appraisal reviews, cost estimates, surplus property appraisals, and other miscellaneous appraisal related services.

Service Area:

Services are to be provided within the nine county District Five area comprised of the following Counties: Brevard, Osceola, Orange, Seminole, Volusia, Flagler, Lake, Marion and Sumter.

**State of Florida
Department of Transportation
District Five
Procurement Services MS 4-524
719 S. Woodland Blvd DeLand,
FL, 32720-6834**

INVITATION TO NEGOTIATE REGISTRATION

ITN Number: ITN-DOT-15-16-5001-ROW

Title: DISTRICT FIVE APPRAISAL, APPRAISAL REVIEW, AND MISCELLANEOUS SUPPORT SERVICES

Proposal Due Date and Time: See Timeline Section 3 (Local Time)

Proposers should notify the Department by returning this Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at E-Fax # 850-412-8092, or mail to the address noted above attention Tammy Hodgkins, CPPB, BAS.

THE INVITATION TO NEGOTIATE (ITN) YOU RECEIVED IS SUBJECT TO CHANGE. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply. All Addenda will be acknowledged by signature and subsequent submission of Addenda with reply when so stated in the Addenda.

PLEASE PRINT CLEARLY

Business Name: _____ FEID # _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Phone: () _____ FAX: () _____

Internet Email Address: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

State of Florida
Department of Transportation



INVITATION TO NEGOTIATE
ITN-DOT-15-16-5001-ROW
FDOT DISTRICT FIVE
APPRAISAL, APPRAISAL REVIEW, AND MISCELLANEOUS SUPPORT
SERVICES

PROCUREMENT OFFICE CONTACT:

Tammy Hodgkins, CPPB, BAS, Purchasing Agent III

tamara.hodgkins@dot.state.fl.us

719 South Woodland Blvd.,

DeLand, Florida

32720-6834

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written replies from Proposers interested in participating in competitive negotiations to establish a term contract to provide appraisal services on an as needed basis including, but not limited to, appraisal reports, appraisal reviews, cost estimates, surplus property appraisals, and other miscellaneous appraisal related services. The Service Area will include Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter and Volusia Counties. It is anticipated that the term of the agreement will be from the date of contract execution through a period of five (5) years. The Department intends to execute multiple contracts with the responsive and responsible Proposer(s) whose proposal is determined to provide the best value to the Department. Once a contract is executed the Proposer shall be known as the "Vendor"

2) FEDERAL FUNDING:

The Department will be utilizing federal funds for these services and the Vendor (s) will be required to meet additional requirements as outlined in Appendix 1, Terms for Federal Aid Contracts, attached hereto and made a part hereof.

3) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
ADVERTISE DATE	9/10/2015	5:00 PM
DEADLINE FOR TECHNICAL QUESTIONS POSTED TO BIDDERS Q&A SITE	9/24/2015	5:00 PM
RESPONSES TO QUESTIONS POSTED TO Q&A SITE	10/1/2015	5:00PM
QUALIFICATIONS QUESTIONNAIRE AND WORK PRODUCT SAMPLE REPLIES DUE ON OR BEFORE FDOT's District Five Office Procurement Office MS 4-524 719 S. Woodland Blvd DeLand, FL 32720	10/8/2015	1:00 PM
PUBLIC OPENING OF REPLIES Volusia County Conference Room FDOT's District Five Office 719 S. Woodland Blvd DeLand, FL 32720	10/8/2015	2:00 PM
PUBLIC MEETING TO AVERAGE SCORES QUALIFICATIONS QUESTIONNAIRE AND WORK PRODUCT SAMPLE Cypress Conference rooms A & B FDOT's District Five Office 719 S. Woodland Blvd DeLand, FL 32720	11/4/2015	2:00PM

**PUBLIC MEETING TO RECOMMEND AWARD
SELECTION COMMITTEE**

11/9/2015

8:15 AM

Lake County Conference room
FDOT's District Five Office
719 S. Woodland Blvd
DeLand, FL 32720

POSTING OF INTENDED AWARD ON VBS

11/9/2015

10:00 AM

4) PUBLIC MEETING AGENDA

Agenda – Public Opening of Replies

Agenda for Public Opening of replies to ITN-DOT-15-16-5001-ROW:

Starting Time: see "Timeline" in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the replies received timely will be Opened and the respondent's name read aloud.
- Adjourn meeting.

Agenda – Meeting to Summarize & Determine Intended Award

Agenda for Meeting to Summarize and Determine Intended Award for ITN-DOT-15-16-5001-ROW:

Starting Time: see Timeline in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes whichever occurs first, Calculate the average score for each proposal
- Announce Proposer(s) scores.
- Announce time and date the decision will be posted on the Vendor Bid System (VBS).
- Adjourn meeting.

Agenda – Selection Committee Meeting to Summarize & Determine Intended Award

Agenda for Meeting to Summarize and Determine Intended Award for ITN-DOT-15-16-5001-ROW:

Starting Time: see Timeline in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes whichever occurs first,
- Review the average scores for each proposal
- Announce Proposer(s) scores and ranking.
- Announce firms for Anticipated Awarded and continuation with Negotiation Process
- Announce Time for posting to (VBS). - Adjourn meeting.

5) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-reply conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

VENDORS MUST BE ACTIVELY REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE THE SEALED REPLIES ARE DUE OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 16). All prospective vendors that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

2) Florida Department of Financial Services (DFS) W-9 INITIATIVE

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, 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 agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

All questions arising from this Invitation to Negotiate must be forwarded, in writing, to the Web Address identified below. Questions must be received no later than the applicable time and date reflected on the Timeline. Proposers shall direct all questions to the Department by posting them to the Department's Bid Q&A website at the following URL address:

<https://www3b.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal>. A placeholder contract # has been created on the Bidders Q&A site for this project and that number is D5ROW. All questions posted after the applicable deadline stated in the Timeline will not be answered. The Department's written response to written inquiries submitted timely by vendors will be posted on this website and the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting their reply.

4) CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)

Notices of changes (addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply. All addenda will be acknowledged by signature and subsequent submission of addenda with reply when so stated in the addenda.

5) BEST VALUE SELECTION & PUBLIC MEETINGS

The Department intends to contract with multiple responsive and responsible Vendors whose replies are determined to provide the best value to the Department. "Best value", as defined in Section 287.012(4), F.S., means the highest overall value to the state based on objective factors that include, but are not limited to, price, quality, design, and workmanship.

Specific events in the competitive negotiation process will be conducted at a public meeting of the Technical Review Team. The specific events are noted in the Timeline (see Section 3 of Introduction Section). Minutes will be taken at all Public Meetings and will be retained in the procurement file.

6) TECHNICAL REVIEW TEAM

The Technical Review Team will be composed of at least three (3) persons who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program area for which the commodities and/or contractual services are sought. The team will be involved in the reviews/evaluations, and recommendation for award. The team leader, usually the project manager, will ensure consistency and documentation to facilitate and support a consensus decision for the intended award. The Technical Review Team will provide a short plain statement for the procurement file that explains the basis for vendor selection and how the vendor's deliverables and price will provide the best value to the state.

7) SCOPE OF SERVICES and METHOD OF COMPENSATION

Exhibit "A", Scope of Services and Exhibit "B", Method of Compensation attached hereto will form the basis for the work to be provided, and the method of payment for the work under the contracts that will result from this Invitation to Negotiate

7.1 SCOPE OF SERVICES:

Details of the desired /services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services attached hereto and made a part hereof.

7.2 METHOD OF COMPENSATION:

Details of the method of payment for services under this contract are further described in Exhibit "B", Method of Compensation, attached hereto and made a part hereof. The information Provided in Attachment "B", Price Proposal will be used as a basis for determining the price for each Task Work Order.

8) PRE-REPLY CONFERENCE: A PRE-REPLY CONFERENCE WILL NOT BE HELD.

9) QUALIFICATIONS

9.1 Qualifications Questionnaire and Work Product Sample

Interested vendors must complete and submit written replies to the "Qualifications Questionnaire and Work Product Sample" to show that they have the necessary qualifications, prior relevant experience, and capabilities to meet the requirements of the Department in providing the services described herein. The replies to the "Qualifications Questionnaire and Work Product Sample" in their submittals will be reviewed and evaluated to determine the vendors that are best able to meet the requirements of the Department

9.1.1 Certification and Registration

The Vendor shall be currently licensed and hold a certification or registration issued by the Florida Department of Business and Professional Regulation as a State Certified Real Estate Appraiser. The class of license shall be applicable to the work specified in the Contract. All sub-vendors shall be properly licensed meeting the requirements of Chapter 489 Florida Statutes under the respective trade category

for the work to be performed under this Contract. The Vendor shall have a minimum of (3) three years' experience in the appraisal industry, and shall submit documentation in accordance with the Qualifications Questionnaire.

9.2 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

9.3 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

9.4 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

10) DIVERSITY ACHIEVEMENT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The Department, in accordance with ***Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21***, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages DBE firms to compete for Department contractual services projects, and also encourages non-DBE and other minority contractors to use DBE firms as sub-contractors. The Department, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. The Department shall require its contractors, suppliers,

and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts.

It is the policy of FDOT to encourage the participation of small businesses and disadvantaged business enterprises ("DBE") in all facets of the business activities of FDOT, consistent with applicable laws and regulations. FDOT has established an aspiration goal of 10% DBE usage and an additional 3% non-DBE Small Business usage for the subject Project. Firms proposing for this Project shall aspire to have ten percent (10%) or more of the total contract costs performed by DBEs, and an additional three percent (3%) or more of the total contract costs performed by non-DBE small businesses. Although not a contract requirement, FDOT believes that the aforementioned aspiration goal can realistically be achieved based on current availability of DBEs and small businesses. FDOT further believes that the 13% overall goal can be achieved through race neutral means, using standard competitive procurement processes.

Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, vendors are requested to submit the **Bidder's Opportunity List** with their Qualifications Questionnaire. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding the project.

Vendors are requested to indicate their intention regarding DBE participation on the **Anticipated DBE Participation Statement** and to submit that Statement with their Qualifications Questionnaire. After award of the contract resulting from this ITN, the awarded Vendor will need to complete the "Anticipated DBE Participation Statement" online through the Equal Opportunity Compliance (EOC) system within 3 business days after award of the contract. The link to access the EOC system is: <https://www3.dot.state.fl.us/EqualOpportunityCompliance>. This will assist the Department in tracking and reporting planned or estimated DBE utilization.

During the contract period, the Vendor will be required to report actual payments to DBE and MBE subcontractors through the web-based EOC system. All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Additional information about the EOC system can be found on the Equal Opportunity Office (EOO) website at <http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm>. A help manual on how to use the system will be available within the EOC application. If you have any questions or technical issues, please contact the EOO help desk at EOOHelp@dot.state.fl.us.

To request certification or to locate DBEs, call the Department of Transportation's Equal Opportunity Office at (850) 414-4747, or access an application or listing of DBEs on the Internet at www.dot.state.fl.us/equalopportunityoffice/

Disadvantaged Business Enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small businesses, minority owned businesses, women owned businesses, and service-disabled veteran owned businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Vendors are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Reply. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

11) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a reply, the vendor agrees to be legally bound by these terms and conditions. The contract documents are defined as:

The Departments Standard Written Agreement, Form no. 375-040-19

Exhibit "A", Scope of Services, including Form No. PUR 1000

Exhibit "B", Method of Compensation

Appendix I, Terms for Federal Aid Contracts

All written Amendments, Supplemental Agreements, Work Orders, and other documents modifying or supplementing the Contract Documents.

12) REVIEW OF VENDOR'S FACILITIES & QUALIFICATIONS

After the reply due date and prior to contract execution, the Department reserves the right to perform or have performed, an on-site review of the Vendor's facilities and qualifications. This review will serve to verify data and representations submitted by the Vendor and may be used to determine whether the Vendor has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Vendor has financial capability adequate to meet the contract requirements.

Should the Department determine that the reply / proposed negotiations have material misrepresentations or that the size or nature of the Vendor's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the reply / proposal.

13) PROTEST OF INVITATION TO NEGOTIATE SPECIFICATIONS

Any person who is adversely affected by the contents of this Invitation to negotiate must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.
Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

14) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

15) SCRUTINIZED COMPANIES LISTS

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Bid responses of \$1 million or more must include the attached **Scrutinized Companies Lists Form** to certify the respondent is not on either of those lists.

16) RESPONSIVENESS OF REPLIES

16.1 Responsiveness of Replies

Replies will not be considered if not received by the Department on or before the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services as outlined in the contract documents called for in this Invitation to Negotiate in accordance with all requirements of this Invitation to Negotiate and receiving an average score of seventy (70) points or more on the Qualifications Questionnaire and Work Product Sample. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures.

16.2 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

16.3 Multiple Proposals

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.

16.4 Minor Irregularities/Right to Reject. The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents

17) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of the reply or a negotiation session only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

18) ATTACHMENT TO ITN SUBMITTALS - CONFIDENTIAL MATERIAL

The Vendor must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Negotiate, Number ITN-DOT-15-16-5001-ROW - Confidential Material". The Vendor must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Vendor asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the Vendor upon submission, effective after opening.

19) COSTS INCURRED IN RESPONDING

This Invitation to Negotiate does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a reply or subsequent negotiations or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

20) SUBMITTAL OF THE QUALIFICATIONS QUESTIONNAIRE AND WORK PRODUCT SAMPLE

MAIL OR DELIVER REPLIES TO: (DO NOT FAX, OR E-MAIL)

Submit one (1) original, and one (1) CD of all submittal documentation. Replies must be submitted in a sealed envelope/package that should be labeled with the ITN number and the opening date and time. It is the vendor's responsibility to assure that the reply is delivered to the address below on or before the Reply Due date and time (See Introduction Section 3 Timeline). Replies which for any reason are not so delivered will not be considered.

State of Florida
Department of Transportation
District Five Procurement Office, MS 4-524
ATTN: Tammy Hodgkins, CPPB, BAS
719 South Woodland Boulevard
DeLand, Florida 32720-6834

21) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Vendors may modify submitted replies at any time prior to the reply due date. Requests for modification of a submitted reply shall be in writing and must be signed by an authorized signatory of the vendor. Upon receipt and acceptance of such a request, the entire reply will be returned to the vendor and not considered unless resubmitted by the due date and time. Vendors may also send a change in a sealed envelope to be opened at the same time as the reply. The ITN number, due date and time should appear on the envelope of the modified reply.

22) OPENING OF SEALED REPLIES

All reply openings are open to the public. Replies will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 3 Timeline). The public may attend the opening but may not review any replies submitted until they become public records in accordance with Section 119.07, Florida Statutes.

23) QUALIFICATIONS QUESTIONNAIRE AND WORK PRODUCT SAMPLE EVALUATION

The Proposer must submit ONE (1) original hard copy and ONE (1) copy on CD/DVD of the Responses required by the Qualifications Questionnaire and Work Product Sample which is to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The responses to the criteria below for the Qualifications Questionnaire and Work Product Sample should be submitted in a

sealed package marked Responses to the Qualifications Questionnaire and Work Product Sample ITN-DOT-15-16-5001-ROW. Responses to the Qualifications Questionnaire and Work Product Sample are limited to the number of pages specified for each section below.

Responses to the Qualifications Questionnaire and Work Product Sample shall be limited to a page size of eight and one-half by eleven inches (8½" x 11") with one half inch margins on all sides. Pages shall be single sided. Page limits for each section are shown below. Only the Staffing Chart may be submitted on 11"X17" paper. All other pages must be 8½" x 11". Type size shall not be less than 10 point font. The responses should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion. No cover page is allowed. Plain page dividers will not be counted towards any page count unless they contain additional information or drawings. Page dividers that contain any marketing, project information or drawings will be counted towards the total amount of pages for that section.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

Proposers should submit their responses to the Qualifications Questionnaire and Work Product Sample corresponding to the sections outlined below. Responses to the Qualifications Questionnaire and Work Product Sample will be evaluated qualitatively, and points will be assigned for each section as shown below. The review/evaluation of the responses to this questionnaire will determine the list of vendors to proceed in the ITN process. The Intended Award will be made to the responsive and responsible vendor(s) which is/(are) determined to be capable of providing the best value and best meet the needs of the Department.

Responses to the Qualifications Questionnaires and Work Product Samples will be evaluated based on the criteria and point scale below:

- | | |
|------|---|
| 0-25 | 1. The appraiser(s) of record level of eminent domain experience (briefly describe major eminent domain projects worked on including the date, client and attorney), a list of trials testified in during the last five (5) years including your client and attorney's name (provide on separate pages), and any Appraisal Review experience. (3 pages or less) |
| 0-10 | 2. Proposed staffing chart (can be on separate pages) and staffing/management plan for work assignments (specify what work will be done by people on the chart, address the actual manner in which appraisal reports will be prepared and what personnel will be involved in supporting the Departments acquisition and litigation efforts and in what manner will they provide support). (2 pages or less) |
| 0-20 | 3. Qualifications/Resumes of key personnel performing appraisal and appraisal review work (provide on separate pages). Include proof the appraiser(s) of record being State Certified General Real Estate Appraiser. (Total 10 pages or less) |
| 0-15 | 4. Quality Control Plan (provide on separate page). (2 pages or less) |
| 0-30 | 5. Work Product Sample (provide an excerpt from a Before & After appraisal completed within the last 60 months). (Not to exceed 25 pages) |

For use as a basis for estimates to be provided to the Department, each vendor shall provide hourly rates for appraisal and/ or appraisal review work on the Price Proposal, Attachment B, Billing Rates.

24) PROPOSED NEGOTIATION PROCESS

The Department reserves the right to negotiate separately or concurrently with competing vendors, as set out below. The participating vendors should be cognizant of the fact that the Department, upon completion of each

step, reserves the right to finalize the negotiation process at any time in the proposed process that the Department determines such selection would be in the best interest of the state. Replies should be prepared to provide a straightforward, concise description of the vendor's ability to meet the requirements and to allow the Department to properly evaluate the vendor's reply.

Step 1) Interested vendors must submit the following to the "Procurement Agent" identified on the cover page by date, time and location in the Timeline (See Introduction Section 3 Timeline).

- Qualifications Questionnaire – as specified in Section 23 above
- Work Product Sample: An excerpt from a Before & After appraisal completed within the last 60 months.
- Price Proposal, Attachment B, Billing Rates

Specific requirements and evaluation scoring criteria for the Qualifications Questionnaire, Work Product Sample, and Price Proposal are as shown above.

Step 2) Evaluation Process:

A Technical Review team will be established to review and evaluate each proposal submitted in response to this Invitation to Negotiate (ITN). The Technical Review team will be comprised of at least three persons with background, experience, and/or professional credentials in relative service areas.

The Procurement Office will distribute to each member of the Technical Review team a copy of each Qualifications Questionnaire and Work Product Sample. The Technical Review Committee will meet with the advisors, if any, to seek clarification and information regarding each Technical Proposal. The Technical Review team members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. The independent evaluations will be sent to the Procurement Office and averaged for each vendor.

During the process of evaluation, the Department staff will conduct examinations of proposals for responsiveness to requirements of the ITN. Proposing firms must attain an average score of seventy (70) points or higher on the Qualifications Questionnaire and Sample Project scores to be considered responsive. If a Proposer receives less than an average score of seventy (70) points on their Qualifications Questionnaire and Work Product Sample they will not be considered for award of a contract. Those determined to be non-responsive will be automatically rejected.

The Technical Review Team will complete a written summary evaluation of each vendor's response to the criteria addressed in the Criteria for Evaluation in Section 23 above.

A public meeting will be held to announce and average the Qualifications Questionnaire and Work Product Sample scores of each member of the Technical Review Committee for each responsive Proposer. The proposers with the highest cumulative score will be considered for continuation with the ITN process.

The results will be submitted to the Selection Committee.

Step 3) Determination of Intended Award: The contract will be awarded to the responsible and responsive Proposer whose Proposal is determined to be the most advantageous to the State. The Department will hold a public meeting of the Selection Committee to review the Qualifications Questionnaire and Work Product Sample scores of the Proposers and determine the Total Score for each proposer. The Selection Committee will adjust the Qualifications Questionnaire and Sample Project scores as it deems appropriate. After review and adjustment, if any, the total of the Qualifications Questionnaire and Work Product Sample scores will be determined for each responsive Proposer and this will be the Total Score for the Proposer. The Proposer(s) with the highest Total Score will be the apparent winner(s) and proceed with the negotiation

process. If the Department is confronted with identical scoring from multiple Proposers, the Department shall determine the order of award in accordance with Rule 60A-1.011, Florida Administrative Code. The final decision will be determined by the Selection Committee. A statement will be placed in the procurement file that explains the basis for Proposer selection. The Department reserves the right to reject any Proposal submitted with an un-reasonably high or unreasonably low Price Proposal Amount. The Award will become final in accordance with Florida Statutes.

The Department reserves the right to accept or reject any or all Proposals received. The Department is not obligated to execute a contract and may terminate negotiations with any Proposer at any time.

Step 4) Posting of Intent to Award: The Departments Intent to Award will be posted, in accordance with Rule and law (see Special Condition 26), stating the Department's intent to negotiate and award a contract to the highest ranked vendor(s) that reach an acceptable agreement with the Department.

Step 5) Negotiations: Once the posting period has ended, the Technical Review Team will undertake negotiations with the vendor(s) separately or concurrently until an acceptable contract is agreed upon, or it is determined that an acceptable agreement cannot be reached with such vendor. If negotiations fail with a vendor, negotiations with that vendor will be formally terminated and negotiations may begin with the next vendor, and so on until there is an agreement on an acceptable contract. Negotiation sessions are not open to the public and all negotiation sessions will be recorded by the Department.

The Technical Review Team will provide a short plain statement for the procurement file that explains the basis for vendor selection and how the vendor's deliverables and price will provide the best value to the state.

Step 6) The Department will contract with the successful vendor(s).

26) POSTING OF INTENDED AWARD

26.1 The Intended Award will be made to the responsive and responsible vendor(s) which are determined to be capable of providing the best value and best meet the needs of the Department. The Intended Award decision will be announced at the date, time and location in the Timeline.

26.2 The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any vendor who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

3. If the Department is unable to post as defined above, the Department will notify all vendors by electronic notification on the Florida Vendor Bid System (see special condition 26.2, above) or by

mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

27) AWARD OF THE CONTRACT

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate indicating the encumbrance of funds and award of the contract:

A Contract Document executed by both parties, and subsequent properly executed and funded Task Work Orders authorizing specific tasks.

28) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

29) ATTACHED FORMS, to be submitted in a separate section of the Qualifications Questionnaire and Work Sample project submittal marked "Forms"

Vendor Data Sheet
State of Florida Public Records Form
State of Florida Vendor Certification Regarding Scrutinized Companies
Drug Free Workplace form
Anticipated DBE Participation Statement
Bidders Opportunity List

30) ATTACHED TERMS AND CONDITIONS

The following Terms and Conditions are attached to the Invitation to Negotiate and will apply to the procurement of the services necessary.

Standard Written Agreement, Form No. 375-040-19
Exhibit "A" Scope of Services including General Contract Conditions, Form PUR 1000
Exhibit "B", Method of Compensation
Appendix I (Terms for Federal Aid Contracts)
Instructions to Respondents (PUR 1001)

31) TERMS AND CONDITIONS

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

Exhibit "A", Scope of Services General Conditions (PUR 1000)
Standard Written Agreement, form no. 375-040-19
Appendix I (Terms for Federal Aid Contracts)
Instructions to Respondents (PUR 1001)
Special Conditions Section of this Invitation to Negotiate
Introduction Section of this Invitation to Negotiate

32) ATTACHED FORMS PUR 1000, GENERAL CONTRACT CONDITIONS AND PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS

These are standard forms from the Department of Management Services that the Department is required to include in all formal solicitations. The following paragraphs do not apply to this Invitation to Negotiate:

The attached Department of Management Services form PUR 1000 is hereby incorporated into this Scope of Services by this reference, except that the following paragraphs do not apply: 5, 11, 19, 20, 22, 23, 25, 26, 29, 31, 35, 40, 41, and 42. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the Contract. That substance located elsewhere continues to apply regardless of this exception paragraph.

The attached Department of Management Services form PUR 1001 is hereby incorporated into this Scope of Services by this reference, except that the following paragraphs do not apply: 3, 4, 5, 10, 11, 12, 13, 15, 16, 17, 19, 20 and 21. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the Contract. That substance located elsewhere continues to apply regardless of this exception paragraph.

33) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and a certificate of such insurance has been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Attn: Tamara Hodgkins, CPPB, BAS at tamara.hodgkins@dot.state.fl.us**, or by mail to Florida Department of Transportation, District Five Procurement, 719 S. Woodland Blvd, DeLand, FL 32720 MS 4-524 within ten (10) days after the ending date of the period for posting the intended award decision.

In accordance with the Standard Written Agreement , form no. 375-040-19 the Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this contract.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

34) PERFORMANCE BOND

A Performance Bond is not required for this project.

35) LIQUIDATED DAMAGES

The Vendor acknowledges that failure to complete the services by the completion date designated on the contract document may cause the Department to incur damages that, at present are, and upon the occurrence of the failure to timely complete the services may be, difficult to determine. Moreover, the Parties wish to avoid lengthy and expensive litigation relating to failure to complete the services on time. Therefore, in the event the Vendor fails to complete the authorized services by the completion date designated on the contract document, the Department may exercise the remedy of liquidated damages against the Vendor. The Parties agree that if the Department allows the Vendor to continue and finish the services, or any part of it, after the expiration of the time allowed, that the Department's action shall in no way act as a waiver on the part of the Department of the liquidated damages due under this contract. The Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages as shown in Exhibit "A", Scope of Services in accordance with Exhibit "B", Method of Compensation.

36) DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

37) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the RFP by the proposer. Any conditions placed on any aspect of the proposal documents by the proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written Addenda issued by the Department.

FLORIDA DEPARTMENT OF TRANSPORTATION



FORMS

ITN-DOT-15-16-5001-ROW

FDOT DISTRICT FIVE

APPRAISAL, APPRAISAL REVIEW, AND MISCELLANEOUS SUPPORT SERVICES

ALL FORMS SHOULD BE COMPLETED AND SUBMITTED WITH THE QUALIFICATIONS QUESTIONNAIRE AND WORK PRODUCT SAMPLE IN A SEPARATE SECTION OF THE SUBMITTAL MARKED "FORMS":

Vendor Data Sheet

State of Florida Public Records Form

State of Florida Vendor Certification Regarding Scrutinized Companies

Drug Free Workplace Form

Anticipated DBE Participation Statement

Bidders Opportunity List

Copies of all addenda acknowledgements

Vendor Data Sheet, _____

CORPORATE INFORMATION DATE: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): _____
(State Purchasing System (SPURS) Contractor Number)

VENDOR NAME: _____

CORPORATE STRUCTURE: (Inc./LLC): _____

CERTIFIED APPRAISER LICENSE NUMBER: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: (800) _____ FAX NO.: _____ / _____

INTERNET E-MAIL ADDRESS: _____

INTERNET WEBSITE URL: _____

LOCAL OFFICE INFORMATION, (If other than above)

CONTACT NAME: _____

ALTERNATE CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: (800) _____ FAX NO.: _____ / _____

INTERNET E-MAIL ADDRESS: _____

ITN Requirements

1) REGISTERED IN MYFLORIDAMARKETPLACE:_(Y/N) _____Attach Proof

5.2) AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA: (Y/N)_____Attach Proof
(WWW.Sunbiz.org)

5.3) LICENSED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA: (Y/N)_____Attach Proof, Department of Business and Professional Regulation.

5.4) LICENSED AS A CERTIFIED APPRIASER IN THE STATE OF FLORIDA: (Y/N)_____Attach Proof

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Public Records Form**

Solicitation No: ITN-DOT-15-16-5001-ROW

Financial Project No(s): VARIOUS

Project Description: **FDOT DISTRICT FIVE APPRAISAL, APPRAISAL REVIEW AND MISCELLANEOUS SUPPORT SERVICES**

Vendor/Consultant acknowledges and agrees to the following:

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise 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.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

Company/Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ITN-DOT-15-16-5001-ROW
**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,
Who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____

ITN-DOT-15-16-5001-ROW

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION
ITN-DOT-15-16-5001-ROW

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

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

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

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

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

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

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

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

YES

NO

Name of Business: _____

(Authorized Signature in Ink)

(Date)

(Print Name)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT

375-040-63
PROCUREMENT
02/07

The Prime contractor is encouraged to complete this form and submit this form with your bid/price proposal/reply. Submission of this form is not mandatory.

Procurement Number: ITN-DOT-15-16-5001-ROW

Contractor's Name: _____

Contractor's FEID Number: _____

Is the prime contractor a Florida Department of Transportation Certified Disadvantaged Business Enterprise (DBE)?
(yes) (no)

Expected amount of contract dollars to be subcontracted to DBE(s): \$ _____

OR

It is our intent to subcontract _____ % of the contract dollars to DBE(s). Listed below are the proposed DBE sub-contractors:

<u>DBE (s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Submitted by: _____ Title: _____
(Type or Print)

Date: _____

Note: This information is used to track and report anticipated DBE participation in FDOT contracts. The anticipated DBE amount will not become part of the contractual terms.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES,
 AND COMMODITIES & CONTRACTUAL SERVICES**

375-040-62
 PROCUREMENT
 04/07

Prime Contractor/Prime Consultant: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: ITN-DOT-15-16-5001-ROW

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ 5. Year Firm Established: _____	6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE 7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant	8. Annual Gross Receipts <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Between \$1 - \$5 million <input type="checkbox"/> Between \$5 - \$10 million <input type="checkbox"/> Between \$10 - \$15 million <input type="checkbox"/> More than \$15 million
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1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ 5. Year Firm Established: _____	6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE 7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant	8. Annual Gross Receipts <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Between \$1 - \$5 million <input type="checkbox"/> Between \$5 - \$10 million <input type="checkbox"/> Between \$10 - \$15 million <input type="checkbox"/> More than \$15 million
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1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ 5. Year Firm Established: _____	6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE 7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant	8. Annual Gross Receipts <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Between \$1 - \$5 million <input type="checkbox"/> Between \$5 - \$10 million <input type="checkbox"/> Between \$10 - \$15 million <input type="checkbox"/> More than \$15 million
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1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ 5. Year Firm Established: _____	6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE 7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant	8. Annual Gross Receipts <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Between \$1 - \$5 million <input type="checkbox"/> Between \$5 - \$10 million <input type="checkbox"/> Between \$10 - \$15 million <input type="checkbox"/> More than \$15 million
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AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:**BID SHEET (Invitation to Bid - ITB)
 LETTERS OF RESPONSE (LOR)
 PRICE PROPOSAL (Request for Proposal - RFP)
 REPLY (Invitation to Negotiate - ITN)**

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

FORM 375-040-19

ITN-DOT-15-16-5001-ROW

FDOT DISTRICT FIVE

APPRAISAL, APPRAISAL REVIEW AND MISCELLANEOUS SUPPORT SERVICES

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

375-040-19
PROCUREMENT
OGC - 07/15
Page 1 of 8

Agreement No.: _____

Financial Project I.D.: VARIOUS

F.E.I.D. No: _____

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.: _____

(required for contracts in excess of \$5 million)

Procurement No.: ITN-DOT-15-16-5001-ROW

D.M.S. Catalog Class No.: 80131802, 80131601

BY THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and

of _____
duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with DISTRICT FIVE APPRAISAL, APPRAISAL REVIEW, AND MISCELLANEOUS SUPPORT, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall 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 services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the
Director of Transportation Development

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or Five years from execution , whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- Services shall commence upon issuance of a Task Work Order _____ and shall be completed by the date shown in Task Work Order _____ or date of termination, whichever occurs first.
- Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.
- Other: See Exhibit "A"

- B. RENEWALS (Select appropriate box):

- This Agreement may not be renewed.
- This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and the Department's Disbursement Handbook - For Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

No general liability insurance is required.

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 200,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$ _____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

No Bond is required.

Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

- E. **CERTIFICATION.** With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
 - (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise 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.
 - (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.
- Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.
- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

- F. 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the appropriate box:

- The following provision is not applicable to this Agreement:
 The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

- The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826
(800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- J. Time is of the essence as to each and every obligation under this Agreement.
- K. The following attachments are incorporated and made a part of this agreement:
Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
- L. Other Provisions:
Sectiond 8G and 8H are hereby deleted

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

BY: _____
Authorized Signature

(Print/Type)

Frank J. O'Dea, P.E.

(Print/Type)

Title: _____

Title: Director of Transportation Development

FOR DEPARTMENT USE ONLY

APPROVED: _____

LEGAL REVIEW: _____

Procurement Services Manager _____

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



PUR 1001

GENERAL INSTRUCTIONS TO RESPONDENTS

ITN-DOT-15-16-5001-ROW

FDOT DISTRICT FIVE

**APPRAISAL, APPRAISAL REVIEW, AND MISCELLANEOUS SUPPORT
SERVICES**

**State of Florida
PUR 1001
General Instructions to Respondents**

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1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

~~**3. Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:~~

- ~~• an electronic signature on the response, generally,~~
- ~~• an electronic signature on any form or section specifically calling for a signature, and~~
- ~~• an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.~~

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- ~~Technical Specifications,~~
- ~~Special Conditions and Instructions,~~
- ~~Instructions to Respondents (PUR 1001),~~
- ~~General Conditions (PUR 1000), and~~
- ~~Introductory Materials.~~

~~The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.~~

~~**5. Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.~~

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;

- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of

them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

~~**10. Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.~~

~~**11. Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.~~

~~Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.~~

~~**12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).~~

~~**13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a~~

~~revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.~~

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. ~~Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.~~

16. Minor Irregularities/Right to Reject. ~~The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.~~

17. Contract Formation. ~~The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.~~

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. ~~Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.~~

20. Protests. ~~Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.~~

~~Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy two hours after the posting of the solicitation.~~

~~Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."~~

~~Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."~~

~~**21. Limitation on Vendor Contact with Agency During Solicitation Period.** 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 agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.~~

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



**EXHIBIT "A"
SCOPE OF SERVICES
INCLUDING DEPARTMENT OF MANAGEMENT SERVICES STANDARD FORM
PUR 1000**

ITN-DOT-15-16-5001-ROW

FDOT DISTRICT FIVE

APPRAISAL, APPRAISAL REVIEW, AND MISCELLANEOUS SUPPORT SERVICES

EXHIBIT "A"

SCOPE OF SERVICES APPRAISAL, APPRAISAL REVIEW, AND MISCELLANEOUS SUPPORT SERVICES FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FIVE

I. DESCRIPTION

This will be known as a District Wide Appraisal Contract. Services shall include selected appraisal reports for estimates of market value of all real estate interests pertinent to assigned projects, preparing appraisal reviews (if qualified) of project parcels as assigned, preparing cost estimates for projects as requested, and other miscellaneous appraisal related services that the District shall deem appropriate. The Vendor shall be responsible for all work necessary and incidental to the completion of said items for assigned project unless otherwise noted herein. Such work may include management and administration of Sub consultants for land planning, engineering, traffic engineering, architectural studies, cost-to-cure estimates, and/or other specialty services as may be required to complete the Scope of Services. The Vendor will be required to subcontract services beyond their area of professional expertise. **The Appraiser of Record must be a State Certified General Real Estate Appraiser of Florida with three years of Eminent Domain experience or equivalent experience deemed acceptable to the District.**

Appraisal Consultant Services will be required in connection with the acquisition of miscellaneous right of way on a number of projects, within District 5 that are not designated at this time. The Department is currently utilizing federal funds for these services, therefore the Vendor will be required to meet additional requirements as outlined in Appendix 1, Terms for Federal Aid Contracts, attached hereto and made a part hereof.

II. OBJECTIVES

The Vendor shall perform or engage sub-vendors for all services necessary to provide estimates of market value and prepare written appraisal reports and required updates for all real estate interests within the specified project limits. Elements of work shall include written acquisition appraisal reports, comparable sales data books/data disks, required updates as requested for various projects, written review appraisal statements, cost estimate reports, surplus property appraisals and other services, as needed, or as referenced within this Scope of Services.

All services shall be performed and all appraisal reports, update reports, data books, review appraisals and other assignments shall be prepared in conformance

with a current issue of the Uniform Standards of Professional Appraisal Practice (USPAP) and current FDOT Supplemental Standards of Appraisal, where specified and where applicable. The Vendor may obtain a copy of the Right of Way Procedures Manual, sections 6.1: Appraisal and Appraisal Review and 6.2 Supplemental Standards of Appraisal. Right of Way Procedures Manual is available at the following internet address: <http://www.dot.state.fl.us/rightofway/ProceduresManual.shtm> The FDOT Supplemental Standards of Appraisal is by reference made a part of the Scope of Services.

The Vendor will be required to use the Department's FTP Server for use of Electronic Appraisal Transmission. The Vendor will be instructed by the District Right of Way Administrator, Appraisal (DRWA - A) or Appraisal Review - Project Manager (AR-PM) to submit approved appraisals to the FTP server. All appraisals are to be prepared in a format to transmit to the Department's FTP Server.

III. DEFINITIONS:

A. Acceptance: When the data book/data disk and/or parcel appraisals, review appraisals (when qualified), or other services have been reviewed and determined to be in compliance with the USPAP and, if specified, the current FDOT Supplemental Standards.

B. Appraisal: A written statement independently and impartially prepared by a qualified Appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

C. Appraiser of Record: The individual appraiser appointed as the Vendor to perform all appraisal work for assigned projects and whose qualifications and expertise will be evaluated in the selection process.

D. Assignment: One or more parcels assigned to one Vendor under one contract in connection with a designated transportation project identified by a Financial Project ID (FM) number.

E. Basic Services: Those work activities associated with development and delivery of a written Acquisition Appraisal Report for each parcel identified herein and a Comparable Sales Data Book/Data Disk for assigned projects.

F. Comparable Sales Data Book: A compilation, under separate cover, of the data representing the Vendor's research, investigation efforts, and analyses supporting various conclusions from the local real estate market and including the Vendor's basic analysis of the project and parcels assigned.

G. Task Work Order (TWO): A document prepared by the Department authorizing the appraiser to commence work on specified appraisal tasks. No work is to be performed by the appraiser before receipt & acceptance of the TWO by signature or electronic response indicating acceptance of the assignment. The appraiser shall not be compensated for any work performed without the TWO.

H. Letter Update: A supplement to the original appraisal providing analysis and conclusions of information received and subsequent to the original appraisal submission. A letter update may be requested if there have been no major changes in the property and/or significant value conclusions between the date of the last appraisal report and the present time.

I. Optional Services: Those work activities associated with updates to the original appraisals, revised parcel appraisals, additional parcel appraisals and litigation support services.

J. Parcel: the portion of a subject property comprising a defined interest to be acquired, i.e., fee, easement, etc.

K. Review Appraiser (RA): The Department representative responsible for the review and approval of appraisal work products prepared by a Vendor in accordance with USPAP and/or FDOT Supplemental Standards of Appraisal. This individual may be an FDOT staff reviewer or a Vendor assigned by the Department to assist the District Right of Way Administrator, Appraisal (DRWA - A).

L. Subject Property: The parent ownership from which an interest or interests are to be acquired.

M. Update: a procedure by which the value estimate of an appraisal is reconsidered as of a current or specified date by analysis of market data which has occurred subsequent to the original date of value

N. Numbering System: Applicable numbering system for reporting as referenced in 6.2.15 (and attachment 5) in Section 6.2 FDOT Supplemental Standards of Appraisal.

O. FDOT Supplemental Standards: Any reference to FDOT Supplemental Standards means any applicable portion of sections 6.1: Appraisal and Appraisal Review and 6.2 Supplemental Standards of Appraisal from the Right of Way Procedures Manual.

P. Deputy District Right of Way Manager, Valuation Services (DDRWM - VS): The manager of all Appraisal, Appraisal Review, Right of Way Cost Estimate and Right of Way Design Support activities in District Five.

Q. District Right of Way Administrator, Appraisal (DRWA - A): The Department employee who is responsible for the overall quality and content of appraisal reports.

R. Appraisal Review - Project Manager (AR-PM): The Department employee responsible for determining recommended compensation for purposes of negotiating the acquisition of a particular parcel.

IV. PROVISIONS FOR WORK

A. Written Appraisal Report: All written appraisal reports shall be prepared in compliance with current USPAP and, if specified, the current FDOT Supplemental Standards.

B. Comparable Sales Data Book: All data books and any supplements thereto shall be prepared in compliance with the current version of USPAP, this Contract, and, the work product must meet requirements, under the current FDOT Supplemental Standards of Appraisal, for inclusion into subsequent appraisal reports for the project.

C. Updates: All required updates shall be prepared in compliance with the current issue of USPAP and, if specified, the current FDOT Supplemental Standards of Appraisal.

D. Letter Updates: All letter updates shall be prepared in compliance with the current issue of USPAP, and when specified, FDOT Supplemental Standards of Appraisal. Letter updates require an updated search of the appropriate market area for any data that may have occurred that would indicate a change in the appraisal problem or market value estimate.

E. Written Review Appraiser Statement: All written Review Appraisal Statements (RAS) shall be prepared in compliance with the current issue of USPAP, and, if specified, in accordance with current FDOT Right of Way Procedures Manual, Chapter 6, Section 1, and current FDOT Supplemental Standards of Appraisal.

F. Right of Way Cost Estimates: Right of Way Cost estimates developed in support of the District Work Program, shall be prepared in accordance with instructions provided by the Deputy District Right of Way Manager, Valuation Services (DDRWM - VS).

V. BASIC SERVICES

A. Comparable Sales Data Book: The Vendor shall submit one **(1) original** paper copy or an electronic copy to the project Review Appraiser (RA). Upon notification from the Review Appraiser that the Data Book has been approved for payment, the vendor shall provide one copy on a CD/DVD disc or discs for Records and Funds, revised/corrected pages for the Review Appraiser's copy, and electronically submit the approved Data Book onto the FTP Server. The project Review Appraiser (RA) may request additional paper copies for internal distribution.

The vendor shall continue to update the Data Book during the life of the project and will supply the Department with paper copies of additional sales, studies or other supplemental information. A letter of transmittal advising the Review Appraiser where updated information should be placed in the Data Book must accompany each additional submittal. Within sixty (60) days following the final OT, the Vendor shall submit the final additions of the Data Book to the project Review Appraiser; provide one (1) complete copy on a CD/DVD disc or discs to Records and Funds and electronically submit the completed final Data Book to the FTP Server.

The original Data Book shall contain original photographs of each comparable sale. Digital photographs are acceptable. Full color photocopies of photographs may be utilized in lieu of actual photos in the additional copies only. The Department shall set forth a due date for the data book. Corrections are due seven **(7) calendar days** from notice of the deficiency, unless otherwise agreed to in writing by both parties to this agreement.

1. Additional Information: All comparable sales shall have the following additional information on the sales data sheet: Taxing authority (City or County); assessed land, improvements and total value; tax exemptions, if applicable; the amount of property tax and the year assessed; and the amount of any impact fee credits transferred with the property.
2. Data Book Updates: The Data Book is considered an on-going part of an appraisal project. Additional comparable sales, rentals, listings or special market studies are to be submitted for incorporation into the Data Book over the life of the project. Sales data researched for update appraisals shall be submitted for addition to the Comparable Sales Data Book.

B. Written Appraisal Report:

1. Appraisal Services: The Vendor shall perform or have performed all services necessary to develop an estimate of market value for parcels identified by the Department. The Vendor is to deliver one **(1) original** copy (either electronic or paper) of a written appraisal report for each parcel to the Review Appraiser (RA) by the contracted due date. Upon approval of the appraisal(s), the vendor will be instructed by the Reviewer Appraiser to electronically submit the approved appraisal to the FTP Server. The original report copy shall contain original photographs of the subject and comparable properties used in the development of the appraisal report. Full color digital photographs of the subject and comparable sales are to be utilized. Actual color photos can be used at the vendor's choice.

The following items shall also be addressed in each report, when appropriate, either by the appraiser of record or his sub-vendors as support services:

a. Zoning: Determine and verify zoning designations for each parcel with appropriate governmental entity. Determine and verify the zoning status of the parcel prior to the Department's acquisition, with respect to existing and pending variances, non-conforming uses (legal and illegal), and any previous or pending zoning or land use applications. Determine the impact of the Department's acquisition on the parcel's zoning status. Request for legal opinions must be submitted in writing to the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator.

b. Comprehensive Land Use Requirements: Determine and verify the comprehensive land use plan status of each parcel with the local Planning Department, including the status before and after the Department's acquisition.

c. Concurrency: Obtain concurrency ordinances from municipal and county governments and determine the concurrency status of each parcel before and after the Department's acquisition.

d. Impact Fees: Determine and verify any change in impact fees by parcel after the Department's acquisition and provide a complete breakdown of all impact fees applicable to the parcel.

e. Cost Estimates: **This section applies to cost estimates developed in support of the Cost Approach to valuation portion of the Appraisal Report and in Cost to Cure estimates developed within the**

Appraisal Report. Where cost estimates are appropriate for special use properties or specialty equipment, a cost estimate from a local contractor, supplier of the appropriate special use item, or machinery and equipment specialist shall be provided. Examples of special use properties or equipment include service stations, petroleum or agricultural storage tanks, restaurants, signs (including replacement costs, depreciated values, where applicable, and move costs), and the like. For properties such as service stations, an itemized list of all appropriate equipment and installation costs shall be included. Marshall Valuation Service or costs from a general contractor are not sufficient to quantify a cure. The Department expects actual estimates from persons or firms specializing in the sale and installation of specialty equipment. The person or firm that provides the cost estimate must be identified in the appraisal report and must be one qualified, capable and willing to complete the work at the estimated cost. If there is any question on the identification of “special use” properties or “specialty” equipment, it is the appraiser’s responsibility to request clarification from the Deputy District Right of Way Manager, Valuation Services (DDRWM - VS).

Cost to Cure Estimate: Develop the most feasible cure for the subject parcel by evaluating the factors described herein and other pertinent site and regulatory factors as may be appropriate. It is the responsibility of the appraiser of record to determine if a cure is economically feasible, physically possible, legally permissible and would be supported in the market. If it is the appraisers opinion a cure would meet the above criteria, then they are to develop a total estimate of the cost to cure based on the selected cure and considering building and site improvements, changes to access and drainage, regulatory costs and fees, architectural and engineering fees, and other cost factors as appropriate to the plan. A copy of the planning or engineering report, if it includes a proposed cure plan, must be delivered to the Review Appraiser (RA) concurrent with the delivery of the report to the consultant appraisal team. This is especially true for any “draft” type reports delivered to the consultant appraisal team, for review, prior to the final drafting of the work product.

f. Allocation of Value to Improvements Acquired or Damaged: An allocation of the individualized value contributions for improvements acquired or damaged is required. Parcel assignments that are whole takings also require an allocation between land and the individual value contribution estimated for improvements.

g. Environmental Regulations: Investigate the current environmental regulations from the appropriate federal, state, municipal, county and regulatory agencies. Determine and verify the effect of environmental regulations on each parcel before and after the Department's acquisition.

Determine special items related to the cost to cure estimate with regard to factors related to environmental regulation.

h. Parcel Sketch: Provide limited purpose sketches for each parcel to depict existing and proposed property and right of way lines, area of acquisition, easements, remainder(s), location of improvements, on-site utilities, parking configuration (existing and proposed), location of site access points before and after the acquisition, depiction of building overhangs, and on site traffic patterns. Right-of-Way Maps furnished by the Department may serve to fulfill this requirement at the discretion of the District Right of Way Administrator – Appraisal (DRWA-A).

i. Site Inspection: Inspect the subject parcel site with the Department's designated Review Appraiser (RA), Acquisition Agent and/or any other department expert(s) as required by the scope of the particular project.

j. Parking Lot Analysis: Evaluate the parking design of the subject parcel before the Department's acquisition with respect to the potential number of spaces, configuration and layout, adherence to zoning and applicable design standards, encroachments on existing right of way, and any lease, easements, or other cross parking or joint use arrangements applicable to the site.

Evaluate parking after the Department's acquisition to determine compliance with applicable zoning and parking design standards, and any lease, easements, or other cross parking or joint use arrangements applicable to the site.

k. Site Drainage Design: Evaluate adequacy of existing on-site drainage after the Department's acquisition and, if necessary, develop alternative drainage solutions, including the potential usage of the Department's drainage system if adequate drainage cannot be accommodated on site.

l. Site Access (Egress and Ingress) Requirements: Identify location, width and adequacy of existing access points (driveways) before the acquisition. Provide information concerning the allowable width and location of driveways after the acquisition based on current access management requirements of the appropriate jurisdiction. The Appraiser is responsible for evaluating the effect of access changes on the value of a remainder property in a partial acquisition situation. Driveway location must be compatible with access management policies (Rules 14-96 and 14-97, F.A.C. and the Department Access Management standards.

m. Building Floor Plans and Structure Design: If primary structures situated on the parent tract are to be affected by the Department's proposed right of way acquisition, provide drawings of the improvements before and after the acquisition and as provided in the final cure scenario.

n. On-Site Traffic Studies: Provide a written analysis of the on-site traffic circulation pattern and parking utilization prior to the Department's acquisition. Formulate, analyze, and select an on-site traffic circulation pattern after the Department's acquisition.

o. Environmental Wetlands Determination: On properties where the valuation of the subject or part taken are affected by the presence of jurisdictional lands, the Appraiser shall engage the services of a qualified sub-vendor to determine the location and quantity of wetlands on the property. The Department shall approve the use of such sub-vendor and fees will be negotiated as needed.

p. Signs: The ownership of any signs located within the acquisition should be ascertained by the appraiser and clearly identified in the appraisal report. If the vendor is unsure of FDOT appraisal procedures in the valuation of Outdoor Advertising (ODA), On Premise, or Monument signs he/she must contact the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator to discuss any valuation problems or methodology and obtain proper procedural directions.

1. On-Premise Signs: On-Premise Signs (those advertising businesses on the subject parcel) are to be valued in the original acquisition appraisal. A cost to cure should be provided for those signs that can feasibly be moved to the remainder resulting from a partial acquisition. The appraiser must analyze the effect that the sign relocation will have on the remainder including but not limited to lost parking or impacts to on-site vehicular circulation. When the subject property includes a sign affected by the taking the appraisal shall include the cost new of the sign less any applicable depreciation. A sign specialist, in the business of constructing and installing on-premise signs, should provide the estimate of the sign (cost new).

2. Outdoor Advertising Signs (ODA): Outdoor Advertising Signs must be appraised in accordance with the Heathrow case styled DOT vs. Heathrow 90.174.1 on April 11, 1991, [16F.L.W.D974] that was decided in the Florida Fifth District Court of Appeals and requires the appraiser to estimate the value of a billboard, considering its contributory value as an improvement to the condemned real property, or the value of the billboard itself and compensation must be awarded

by using the method, applying standard appraisal techniques, which produces the greatest compensation to the sign owner. The appraiser should also follow all FDOT guidelines and the current Outdoor Advertising Appraisal Guidance document (Guidance Document 3 effective August 18, 1997). The Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator (DRWA-A) shall be consulted for guidance in preparation of these appraisals. The body of the report must identify any leasehold interest due to the presence of the ODA sign. The final estimate of value must indicate the total value of the land and improvements that are to be totally or partially acquired. The Certificate of Value, however, must not reflect a separation of the leased fee and leasehold interests, nor an allocation for the tenant owned interest. All of the property interests for the whole property and the acquisition must be separated in the body of the report and summarized at the beginning of the report.

r. Americans With Disabilities Act ADA: The appraiser should make any necessary assessment of the subject improvements to determine conformance with ADA standards in both the before and after situations and determine any necessary requirements that will be placed on the subject in order to effect a cure in the after situation.

s. Photographs: Subject property photos should show all improvements, the take area, improvements in the take area, including personal items. All improvements being acquired must be photographed, i.e., back-flow preventer, etc.

q. Contamination: The Department will provide a copy of any contamination report done for the project. The appraiser will consider the effect on market value of “stigma” associated with contamination on any property that may be contaminated or that has been cleaned up from prior contamination. The Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator (DRWA-A) should be consulted for additional instructions.

2. Support Services: The Appraiser of Record shall not perform services beyond his or her professional ability. Professional services may include (e.g., land planning, miscellaneous engineering, architectural, etc.) Other specialty services include (e.g., sign specialists, aerial photographers, fixture and equipment appraisers, general contractors, CPA’s etc.). In these instances, the Vendor shall provide the services of sub-vendors, approved by the Department, as necessary to support the appraisal.

C. Delivery Dates for Services: The Vendor shall submit a complete written acquisition appraisal report to the Department no later than the delivery date set forth by the Department for the Basic Services or in any Task Work Order or Supplemental Agreement. The Department may extend an appraisal due date or any due date for correction of appraisal deficiencies. Extensions shall be authorized by both parties via a contract modification. Liquidated damages for late delivery of data books, appraisal reports or corrections are quantified and described in Exhibit "B," Method of Compensation.

D. Date of Valuation: Unless otherwise agreed in writing by the Department, the date of valuation for basic services shall be the date of the Vendor's last inspection of the property and shall be no more than twenty (20) days prior to receipt of the appraisal report by the Department. If the Vendor is requested to provide corrections or additional support on any reports and the corrections/support are not received within the required seven (7) days, the date of value for this appraisal report must be within twenty (20) days of the receipt of the corrections/support. In any case, the date of value shall not exceed ninety (90) days prior to acceptance by the Department. Unless instructed otherwise in the Task Work Order, (TWO) the Vendor will appraise each parcel as of a current date. Date of Deposit reports will reflect a specified value date (date of deposit). Date of Deposit updates shall have an effective date of value as of the actual Date of Deposit. This date should be requested from the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator if not provided in the Task Work Order.

E. Appraisal Review:

1. Appraisal Review Services: The Review Appraiser (RA) shall be responsible for the review of each assigned real estate appraisal or appraisal update prepared for the Department by contract vendor appraisers or FDOT staff appraisers, and those provided to the Department by appraisers for property owners.

The following items shall be performed or addressed in each appraisal review and as part of the management of a project contracted for review:

a. Personally field inspect each property that is the subject of an appraisal and each comparable sale utilized in the development of the appraisal.

b. Examine each appraisal report to determine compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), Department of Transportation's Supplemental Standards of Appraisal and perform the review in accordance with the Right of Way Procedures Manual, Chapter 6, Section 1.

c. Coordinate with the appraiser of record on each appraisal report to effectuate any required changes and/or revisions to the report so that the final product is in compliance with USPAP, the Department's Supplemental Standards of Appraisal and current procedures.

d. Suggest compensation to be paid for the acquisition. Where multiple appraisals are reviewed on the same parcel, select the appraisal that best supports the indicated market value of the subject parcel.

e. Provide a completed Review Appraisers Statement (RAS), for each parcel, which includes a standard Certificate of Value. The current addition of USPAP, Standard Rule 3, is to be followed in performing all review functions. The appraiser may attach a Supplemental Certificate to provide for additional items that require certification but may not amend the certificate wording on the RAS. The Review Appraiser will complete the standard RAS and shall **suggest** compensation to be paid for the acquisition. A sample RAS can be found in the Right of Way Manual as Attachment 1, dated 1/1/14 and is a part of Section 6.1, Appraisal and Appraisal Review procedure.

f. The Review Appraiser shall be responsible for all clerical and other support required for completion of the review assignment and costs for such shall be included in the unit prices for each review.

g. Compile and maintain an **Appraisal and Appraisal Review Status Report** in a format acceptable to the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator (DRWA-A) which provides a detailed status on all assigned appraisals scheduled for review and the status of the review. (See sample attached as Exhibit "D", Appraisal and Appraisal Review Status Report.)

h. Invoices shall be submitted with the completed RAS, suggested compensation and the appraiser's invoice.

i. Advise the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator of receipt of any parcel in excess of \$500,000. Provide the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator (DRWA-A) or designee with a draft review of all appraisals over \$500,000.

2. Delivery Dates for Review Services: The Vendor Review Appraiser shall submit complete, a written Review Appraisal Statement (RAS) to the Department for each assignment no later than thirty (30) days from the date of receipt of the appraisal report from the Vendor Appraiser or from the Department, whichever is applicable. The time allotted for the performance of the Review Appraiser shall not be suspended in the event of a correction request. The Vendor Appraiser shall have seven (7) days to correct said appraisal and the Review Appraiser shall complete the review within the allotted thirty (30) days. Failure to submit a written Review Appraisal Statement (RAS) within the time allowed shall result in the assessment of liquidated damages against the Review Appraiser pursuant to Exhibit “B,” Method of Compensation. The Department may extend an appraisal due date, review due date, or any other service date for a number of reasons. Extensions shall be authorized by both parties via a contract modification.

VI. OPTIONAL SERVICES

A. Updates: The Vendor Appraiser may be required to update the estimate of market value for parcels as required. All updates are to be delivered to the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator. For Order of Taking (OT) reports the Vendor is to deliver one (1) original electronic copy. One (1) original paper copy may also be transmitted along with the electronic copy at the option of the Vendor. Upon approval of the OT report, the Vendor Appraiser will be instructed by the Review Appraiser (RA) to electronically submit the OT report to the FTP Server. For Date of Deposit (DOD) appraisals, the Vendor Appraiser is to deliver one (1) original electronic copy. One (1) original paper copy may also be transmitted along with the electronic copy at the option of the Vendor. Upon approval of the DOD report, the Vendor Appraiser will be instructed by the Review Appraiser to electronically submit the DOD report to the FTP Server.

Maximum limits of fee allowance for updates include up to fifty percent (50%) of the original or revised report fee for Date of Deposit appraisals or complete updates and up to twenty-five (25%) of the original or revised

report fee for Letter Updates for Order of Taking, unless the parcel requires a new appraisal premise. The above fee rates for updates only apply to appraisal fees. Sub-vendor fees will be updated on an as needed basis depending upon the requirements of the assignment. When the Vendor finds legal changes or market data that will result in a significant appraisal premise or value estimate change, the appraiser must notify the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator to determine the necessary report type to provide for update value estimates. If adjustments to the appraisal fee and delivery date are anticipated, these must be approved by the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator (DRWA-A).

B. Revised Parcels: The Department may require updated appraisals resulting from revisions to parcels due to design changes or other changes in the project as necessary. Work to be performed and due dates will be established in a Task Work Order issued to the Vendor.

C. Litigation Support Services: The Vendor or sub vendor(s) may be required to perform litigation support services on those parcels set forth by the Department. Litigation services may include, but are not limited to, the following:

1. Pre-trial or pre-hearing preparation.
2. Participation in mediation proceedings.
3. Preparation of court exhibits.
4. Attendance at depositions, pre-trial hearings, or other court hearings.
5. A personal appearance at Order of Taking hearings or trials by the appraiser.
 - a. The appraiser's testimony at an Order of Taking (OT) hearing, regarding his or her opinion of value, must be current as of the date of the OT hearing. The department requires the appraiser to visually inspect the parcels scheduled for the OT hearing within twenty-four (24) hours of the hearing date.
6. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the Department's position in court (planning, engineering, architectural, CPA, etc.).

VII. GENERAL

A. Meetings: The Vendor and sub-vendors agree to meet with the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator (DRWA-A), at the discretion of the Department, as necessary to discuss the progress of the appraisal assignment. The meetings shall be held at an appropriate location and at the Vendor's expense.

B. Sub-vendors: The Vendor may employ qualified sub-vendors, not otherwise named in the Agreement, that are necessary for the completion of services outlined herein. For each sub-vendor, the Vendor shall submit the name and address of the sub-vendor and secure prior approval from the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator to employ the sub-vendor(s). The Vendor will be responsible for the management, scheduling, and administration of all sub-vendor(s), including invoice processing and payment to the sub-vendor(s).

C. Appraisals for Property Owners: The Vendor and any sub-vendors agree not to engage in any property owner appraisal work on any projects that are in this contract without the written consent of the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator.

D. Changes in Appraisal Problems: **The Vendor shall contact the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator (DRWA-A) when a parcel calls for an appraisal of more or less than originally contracted.** The appraisal requirements and fees will be adjusted accordingly or re-contracted.

E. Quality Control Program:

1. Quality Control Plan (QCP): The Vendor shall develop an in-house QCP, which shall detail the procedures, evaluation criteria, and instruction to its organization to assure conformance with USPAP, the contract and, if specified, FDOT Supplemental Standards. Significant changes to the work requirements may require the Vendor to revise its QCP. It shall be the responsibility of the Vendor to keep its QCP current with the work requirements. **The Vendor shall make available to the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District**

Appraisal Administrator (DRWA-A) a signed written copy of the QCP before submittal of the basic appraisal services.

2. Quality Control Review (QCR): The Vendor shall conduct in-house QCR's to make certain its own organization is in compliance with the requirements of the USPAP, FDOT Supplemental Standards, if required, and provisions of the contract. The results of such review must be indicated on the documents prior to submittal to the Department. This quality control review is considered by the Department to be an integral part of providing appraisal services, reasonably free from both a substantial error or a series of errors as required by Standards Rule 1-1(b) and 1-1(c) in USPAP.

3. Quality Control Certification: The Appraiser of Record will be required to certify that each submittal has been prepared and checked in accordance with good appraisal practice and represents a quality product. A statement that such a review has been accomplished is to be submitted to the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator by the Vendor in the Vendor's Letter of Transmittal. This statement shall include the following, as a minimum: **"I certify that the appraisal services herein have been reviewed for compliance by _____ and conform with USPAP, FDOT Supplemental Standards, if required and all other contract requirements."**

F. Computer Disk Scanning: Any computer disk to be submitted to the Department shall be scanned for viruses prior to being submitted. Failure to scan for viruses may result in a lower vendor work performance evaluation.

VIII. DEPARTMENT RESPONSIBILITIES:

A. The Department's Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) responsible for administering the technical terms and conditions of this Agreement is Michael McPhail, MAI or his delegate. Mr. McPhail can be reached by telephone at (386) 943-5071 in Deland, FL. The Department reserves the right to change this contact person at any time.

IX. LENGTH OF SERVICES

A. The Vendor shall commence Basic Services upon receipt of a TWO from the Department.

B. Basic and Optional appraisal services shall be completed in accordance with the time periods specified by a Notice of Delivery provided to the Vendor by the Deputy District Right of Way Manager – Valuation Services (DDRWM-VS) or District Appraisal Administrator (DRWA-A).

C. During the five (5) year term, Optional Services (e.g., including but not limited to Updates, Revised and Additional Parcel Appraisal Services, Surplus Property Appraisal Services, Right of Way Cost Estimates, and Litigation Support Services) as specified herein may be authorized subject to the time periods specified in the Department's TWO's. In general, the time frame established in each TWO will commence upon the date the Vendor signs the TWO or provides the Department with an electronic confirmation indicating acceptance. If required a subsequent Notice to Proceed (NTP) will be sent by the Department documenting the delivery date calculated from the date of Vendor's acceptance.

X. APPRAISER OF RECORD

The performance of the services set forth herein requires the expertise of an individual appraiser and the exercise of his or her independent judgment. Therefore, it is understood and agreed by and between the Department and the Vendor that the Vendor shall appoint an Appraiser of Record and a secondary Appraiser of Record in the event the first appointee is no longer employed by the Vendor. See Attachment "C," Appraiser of Record.

The attached Department of Management Services firm PUR 1000 is hereby incorporated into this Scope of Services by this reference, except that the following paragraphs do not apply: 5, 11, 19, 20, 22, 23, 25, 26, 29, 31, 35, 40, 41, and 42. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the Contract. That substance located elsewhere continues to apply regardless of this exception paragraph.

**State of Florida
PUR 1000
General Contract Conditions**

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

~~5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.~~

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

~~11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.~~

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages

to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a

breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dliis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

~~19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify~~

for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

~~Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.~~

~~The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.~~

~~20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.~~

~~Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.~~

~~21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are~~

not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

~~22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.~~

~~23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.~~

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer.

The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

~~25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.~~

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the

state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

~~29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.~~

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

~~31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of~~

~~dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.~~

~~Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.~~

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

~~35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the~~

~~Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.~~

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

~~40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.~~

~~41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned."~~

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

~~42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.~~

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



ATTACHMENTS

ITN-DOT-15-16-5001-ROW

FDOT DISTRICT FIVE

**APPRAISAL, APPRAISAL REVIEW, AND MISCELLANEOUS SUPPORT
SERVICES**

ATTACHMENT "A", TERMS FOR FEDERAL AID CONTRACTS, APPENDIX 1

ATTACHMENT "B", PRICE PROPOSAL, BILLING RATES

ATTACHMENT "C", APPRAISER OF RECORD CERTIFICATION

ATTACHMENT "D", SAMPLE APPRAISAL AND APPRAISAL REVIEW STATUS REPORT

ATTACHMENT "A", TERMS FOR FEDERAL AID CONTRACTS APPENDIX I):**CONTRACT (Purchase Order) # _____**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of

the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.
- The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

P. The Contractor hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Price Proposal, Attachment "B" Billing Rates

Provide the hourly rates charged by your firm for the listed services. Unless negotiated differently these rates will be used as the basis for Task Work Order Fee Calculation. If a particular position does not apply indicate N/A. Items of work for which a unit rate is not provided will be negotiated prior to issuing a TWO.

APPRAISAL SERVICES	
JOB CLASSIFICATION	BILLING RATE
Appraiser of Record	\$
Associate Appraiser	\$
Review Appraiser	\$
Research Assistant	\$
Clerical Assistant	\$

NOTE: These unit rates are inclusive of all expenses, travel, overhead and operating margin.

MFMP Transaction Fee:

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: _____

FEID #: _____

Address: _____

City, State, Zip: _____

Authorized Signature: _____

Date: _____

Printed / Typed: _____

Title: _____

Attachment "C"
Appraiser of Record

APPRAISER OF RECORD

- A. The performance of the services set forth herein requires the expertise of an individual appraiser and the exercise of his or her independent judgment. Therefore, it is understood and agreed by and between the Department and the Vendor that the Vendor shall appoint, _____ to personally perform all the appraisal services specified herein; however, nothing herein shall be construed to prevent the Vendor from utilizing the services of other persons to assist, _____ in performing said services to the extent that such services do not require the exercise of an appraiser's judgment, conclusion, or opinion.

- B. The Department and the Vendor recognize that continued and uninterrupted performance of the specified services is essential. Therefore, it is further agreed between the parties that in the event _____ leaves the Vendor's employ, the Vendor shall assign this agreement, without limitation to _____ or the company employing said individual.

Vendor's Executory Signature: _____

Appraiser of Record's Signature: _____

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



**EXHIBIT "B"
METHOD OF COMPENSATION**

ITN-DOT-15-16-5001-ROW

FDOT DISTRICT FIVE

APPRAISAL, APPRAISAL REVIEW, AND MISCELLANEOUS SUPPORT SERVICES

**EXHIBIT "B" METHOD OF COMPENSATION
DISTRICT FIVE APPRAISAL, APPRAISAL REVIEW
AND MISCELLANEOUS SUPPORT SERVICES**

1.0 PURPOSE

This exhibit defines the limits and method of compensation to be made to the Vendor for the services described in Exhibit "A" (Scope of Service) and the method by which payments will be made.

2.0 AUTHORIZATION OF WORK, BEGINNING AND LENGTH OF AGREEMENT

The Department shall request Vendor services on an as-needed basis. No minimum amount of work is guaranteed. Services to be provided on each project (Task Work Order) will be initiated and completed as directed by the Department. The Vendor shall be provided an objective and Scope of Services for each assigned project and be requested to prepare a price proposal. For appraisal services, once negotiations have been completed and a lump sum amount is agreed upon for a project, a Task Work Order shall be issued by the Department, specifying the work to be done, a due date, and the agreed lump sum amount of compensation.

No work shall commence by the Vendor on a project until he has received a Task Work Order from the Department.

This contract does not have a budgetary ceiling. Funds for each Task Work Order will be encumbered prior to the Task Work Order being issued.

Individual projects may be assigned after the contract is in force and throughout the five year term of the contract.

At the Department description reserves the right to cancel any Task Work Order at any time and re-assign that work to another vendor.

3.0 COMPENSATION

3.1 Basic Services

A lump sum amount will be established as compensation to the Vendor for delivery of written appraisal reports and/or Data Books acceptable to the Department.

3.2 Update and Revision Services

The Department shall identify the need for the services to be provided and provide an objective for each update or revision requested. Full narrative appraisal updates shall be paid at a maximum of 50% of the original parcel fee, and letter updates shall be paid at a maximum of 25% of the original parcel fee. Sub-consultant update fees shall be paid in the same manner, only if an update is necessary. Once the Department and the Vendor have agreed to a price for the total parcel update or revision cost, the Department shall issue a Task Work Order to the Vendor, following the Scope of Services as set forth in Exhibit "A", specifying the work to be done and the agreed lump sum amount of compensation. All Task Work Orders shall be completed within the term of this Agreement.

4.0 METHOD OF PAYMENT

The Vendor shall be compensated for fees approved by the Department and incurred in the performance of authorized services as follows:

4.1 Basic Services

Payment for a Data Book or written appraisal reports shall be made to the Vendor based on a lump sum percent completion basis for work that has been satisfactorily performed and approved by the Department. The total parcel cost set forth in the negotiated Task Work Order is based on fees negotiated at the time the service is needed. Lump sum Data Book or parcel fees will be paid on a monthly basis after the Data Book or parcel is approved.

4.2 Update and Revision Services

Payment for the appraisal update or revision shall be made to the Vendor based on a percentage of the original appraisal fee, for work that has been satisfactorily performed and approved by the Department.

4.3 Liquidated Damages

Conditions under which Liquidated Damages are Imposed: If the Vendor or, in case of his failure to substantially complete the Work within the time stipulated in the Contract, the surety fails to substantially complete the Work within the time stipulated in the Contract, or within such extra time that the Department may have granted, then the Vendor or, in case of his failure to substantially complete the Work within the stipulated Contract time, the surety shall pay to the Department, not as a penalty, but as liquidated damages, the amount so due as provided below.

4.3.1 Data Book

For late delivery of the comparable sales Data Book, liquidated damages shall be assessed at the rate of one half ($\frac{1}{2}$) of one percent of the Data Book fee set out in the Task Work Order per calendar day. The assessed time of penalty will be computed based on the amount of time between the due date and the date on which the Data Book is received by the Department. Dates of delivery shall be established and identified in each Task Work Order.

4.3.2 Appraisal Report

For late delivery of an appraisal report, or updated report, liquidated damages shall be assessed at the rate of one percent (1%) of the parcel fee per calendar day for the first seven (7) calendar days and two percent (2%) per calendar day thereafter. The assessed time of penalty will be computed based on the amount of time between the due date and the date on which the report is received by the Department.

4.4 Corrections

Failure to return requested appraisal corrections within a total of ten (10) calendar days shall result in liquidated damages being assessed at the rate of one percent

(1%) of the parcel fee per calendar day for the first seven (7) calendar days and two percent (2%) per calendar day thereafter. The assessed time of penalty will be computed based on the amount of time between the due date and the date on which the report is received by the Department. If subsequent correction requests are different from the original request, an additional seven (7) calendar days will be allowed.

If the Vendor is not notified of corrections until after the review period of sixty (60) days this action will not relieve the Vendor from making the necessary corrections. Failure to correct deficiencies shall result in default regardless of payment having been made.

The Department will render a decision on the acceptability of services within 5 working days of receipt of either the services or invoice, whichever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be paid to the Vendor on the next invoice submitted for that work after the work is subsequently completed satisfactorily and adequately.

5.0 INVOICING PROCEDURE

The vendor will be eligible for progress payments under this agreement at intervals not less than monthly or when individual tasks or mileposts defined in this agreement are completed or reached. Invoices for this agreement will be prepared by the Vendor and submitted electronically on page 2 of 3 of DOT form 375-030-05E.

The Department shall promptly review products of services performed under this Agreement and notify the Vendor of approval or deficiencies within sixty (60) calendar days of receipt. When products or services are resubmitted with corrections for deficiencies, the Vendor shall be notified of approval or deficiencies within thirty (30) calendar days of receipt.

Invoices shall be submitted to:

Deputy District Right of Way Manager – Valuation Services (DDRWM-VS)
Department of Transportation District Five, MS # 551
719 South Woodland Boulevard
DeLand, Florida 32720-6834

The Vendor has certified that ____% DBE utilization would be achieved for this contract. An DBE payment certification form shall be submitted with each invoice.

6.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.