

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



INVITATION TO NEGOTIATE

DOT-ITN-20-8029-WS

**APPRAISAL, APPRAISAL REVIEW,
APPRAISAL EXPERT WITNESS SERVICES AND
DESIGN SUPPORT SERVICES
TURNPIKE-WIDE**

FLORIDA'S TURNPIKE ENTERPRISE

ADVERTISEMENT

**INVITATION TO NEGOTIATE
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA'S TURNPIKE ENTERPRISE**

Sealed Proposal Packages will be received by the Department of Transportation, Florida's Turnpike Enterprise (FTE), Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) on Friday, May 8, 2020** for the following project:

**DOT-ITN-20-8029-WS
APPRAISAL, APPRAISAL REVIEW, APPRAISAL EXPERT WITNESS SERVICES AND
DESIGN SUPPORT SERVICES
TURNPIKE-WIDE**

SCOPE OF SERVICES: The Florida Department of Transportation (FDOT), Turnpike Enterprise, seeks the services of qualified Proposers to provide appraisal services as needed including, but not limited to, appraisal reports, appraisal reviews, cost estimates, surplus property appraisals, and other miscellaneous appraisal related services.

Vendor Minimum Requirements

The Vendor shall maintain and keep in force throughout the life of the contract, renewals, and extensions, the requirements specified below. Failure of the Vendor to comply with these requirements will be sufficient grounds for the Department to declare the Contract in default and subject to the terms of Section 6, Termination and Default, of the Standard Written Agreement.

Qualifications Questionnaire

Interested vendors must complete and submit the "Qualifications Questionnaire" 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 the information provided by the Vendors in their submittals will be reviewed and evaluated to determine the Vendors that are best able to meet the requirements of the Department.

Certification and Registration

The Appraiser of Record shall be currently licensed and hold a certification issued by the Florida Department of Business and Professional Regulation (DBPR) as a State-Certified General Real Estate Appraiser with a minimum of three (3) years in the appraisal industry. The Vendor shall have been in business a minimum of three (3) years and be authorized to do business and/or licensed to conduct business in the State of Florida.

All Bidders, Proposers, and Respondents must be registered in the State of Florida's MyFloridaMarketPlace system. All prospective bidders, proposers, and respondents that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete online registration, or call 1-866-352-3776 for assisted registration.

For services contracts, all 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.

For authorization, contact:

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

For services contracts, all Bidders, Proposers, and Respondents must be properly licensed if the business being provided requires that individuals be licensed by the Florida Department of Business and Professional Regulation.

For licensing, contact:

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

NOTE: 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 seventy-two (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.

Public Meeting Notices and Meeting Agendas:

Notice of the public meetings scheduled for this solicitation is provided in the Timeline of the attached solicitation, with agendas for the public meetings.

MFMP Transaction Fee:

All payment(s) to the Vendor(s) resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fee imposed shall be based upon the date of issuance of the payment.

Scrutinized Companies Lists:

Section 287.135, Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to Section 215.473, Florida Statutes.

Title VI of the Civil Rights Act of 1964:

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 vendors, 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).

INSPECTOR GENERAL:

The Contractor/Consultant/Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

PRE-BID CONFERENCE: NO PRE-BID CONFERENCE WILL BE HELD.

HOW TO APPLY: Prospective bidders may obtain a complete Invitation to Bid (ITB), including specifications and general bid conditions for the above-referenced project by copying the link below into your browser:

http://www.myflorida.com/apps/vbs/vbs_www.search_r2.matching_ads

The Department reserves the right to reject any or all bids.

NOTE: All of the Department's **ITB/RFP/ITN ADVERTISEMENTS** appear on the Internet at website:

http://www.myflorida.com/apps/vbs/vbs_www.main_menu

**Under "Vendor Bid System" Click on "Search Advertisements"
Click on the Drop menu for "Agency" and Select "Department of Transportation"
Scroll down and Click on "Advertisement Search"
Locate the "ITN" number**

We encourage all vendors to regularly check this site.

**State of Florida
Department of Transportation
Florida's Turnpike Enterprise
Contractual Services Office
P. O. Box 613069
Ocoee, Florida 34761- 3069**

INVITATION TO NEGOTIATE REGISTRATION

**ALL VENDORS MUST COMPLETE AND RETURN THIS FORM TO THE ABOVE ADDRESS OR
E-MAIL TO WINDY SPATAFORA at windy.spatafora@dot.state.fl.us**

ITN Number: DOT-ITN-20-8029-WS

Title: APPRAISAL, APPRAISAL REVIEW, APPRAISAL EXPERT WITNESS SERVICES AND
DESIGN SUPPORT SERVICES TURNPIKE-WIDE

Proposals Due Date and Time: Due on May 8, 2020 at 2:30 PM (Local Time)

NOTE: FAILURE TO REGISTER YOUR CORPORATION OR LLC'S INTEREST IN THIS SOLICITATION MAY CAUSE YOUR CORPORATION OR LLC NOT TO RECEIVE IMPORTANT INFORMATION NECESSARY FOR THE PREPARATION OF A RESPONSIVE SUBMITTAL AND CONSIDERATION FOR AWARD OF A CONTRACT.

THE INVITATION TO NEGOTIATE (ITN) YOU RECEIVED IS SUBJECT TO CHANGE. To receive notice of changes (addenda), please notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and **e-mail this sheet only** to Attn: Windy Spatafora at windy.spatafora@dot.state.fl.us or mail to the address noted above.

PLEASE PRINT CLEARLY

Business Name: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Phone: (____) _____ FAX: (____) _____

Internet Email Address: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

For additional information on this process, you may call Windy Spatafora at (407) 264-3400.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



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FLORIDA'S TURNPIKE ENTERPRISE

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**State of Florida
Department of Transportation**



INVITATION TO NEGOTIATE

**APPRAISAL, APPRAISAL REVIEW, APPRAISAL EXPERT WITNESS SERVICES
AND DESIGN SUPPORT SERVICES**

TURNPIKE-WIDE

DOT-ITN-20-8029-WS

CONTACT FOR QUESTIONS:

Windy Spatafora, CPPB, FCCN, FCCM
Commodities and Contractual Services Manager

Windy.spatafora@dot.state.fl.us

Fax: (407) 264-3058

Phone: (407) 264-3400

Florida's Turnpike Enterprise

Turkey Lake Service Plaza

Milepost 263, Building 5315

Ocoee, Florida 34761

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written replies from vendors interested in participating in competitive negotiations to establish a term contract to provide appraisal services as needed, but not limited to, appraisal reports, appraisal reviews, cost estimates, surplus property appraisals, and other miscellaneous appraisal related services. Services shall commence upon contract execution and shall be completed by June 11, 2020 or date of termination, whichever occurs first. The Department intends to execute multiple contracts with the responsive and responsible Proposer(s) whose proposals are determined to provide the best value to the Department.

2) 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>
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	05/01/2020	5:00 PM
REPLIES DUE ON OR BEFORE Florida's Turnpike Enterprise Turkey Lake Service Plaza Milepost 263, Building 5315 Ocoee, Florida 34761	05/08/2020	2:30 PM
PUBLIC OPENING OF REPLIES Via GoToMeeting Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/516423549 You can also dial in using your phone. (For supported devices, tap a one-touch number below to join instantly.) United States: +1 (571) 317-3122 - One-touch: tel:+15713173122,,516423549# Access Code: 516-423-549	05/08/2020	3:00 PM
PUBLIC MEETING TO RECOMMEND AWARD Via GoToMeeting Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/224356557 You can also dial in using your phone. (For supported devices, tap a one-touch number below to join instantly.) United States: +1 (571) 317-3122 - One-touch: tel:+15713173122,,224356557# Access Code: 224-356-557	05/26/2020	10:00 AM
POSTING OF INTENDED AWARD ON VBS	05/26/2020 05/29/2020	5:00 PM 5:00 PM

3) PUBLIC MEETING AGENDA

Agenda – Public Opening (Initial Replies)

Agenda for Public Opening of initial replies to DOT-ITN-20-8029-WS:

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 initial replies received timely will be opened, with respondent’s name read aloud.
- Adjourn meeting.

Agenda – Meeting to Summarize & Determine Intended Award

Agenda for Meeting to Summarize and Determine Intended Award for DOT-ITN-20-8029-WS:

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, recap and discussion among evaluation team(s) to determine “best value”.
- Announce Proposer determined to be “best value” as the Intended Award.
- Announce time and date the decision will be posted on the Vendor Bid System (VBS).
- Adjourn meeting.

4) 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

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective proposers 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 MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

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

The Florida Department of Financial Services (DFS) requires all vendors doing 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.

Any technical questions arising from this Invitation to Negotiate must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by vendors 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 their reply.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Windy Spatafora
windy.spatafora@dot.state.fl.us
 Florida's Turnpike Enterprise
 Turkey Lake Service Plaza
 Milepost 263, Building 5315
 Ocoee, Florida 34761
 or faxed to (407) 264-3058.

Questions regarding administrative aspects of the procurement process should be directed to the Procurement Agent in writing at the address above or by phone: (407) 264-3400.

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 the responsive and responsible Vendor whose proposal is determined by the Technical Review Committee (TRC) to provide the best value to the Department. "Best value," as defined in Section 287.012(4), Florida Statutes., means the highest overall value to the state based on objective factors that include price, quality, design, and workmanship.

Specific events in the competitive negotiation process will be conducted at a public meeting of the Technical Review Committee. The specific events are noted in the Timeline (see Section 2 of Introduction Section). Minutes will be taken at all Public Meetings and will be retained in the procurement file.

6) TECHNICAL REVIEW COMMITTEE (TRC)

The TRC will be composed of at least three (3) persons who collectively have experience and knowledge in contract procurement and the program area for which the commodities and/or contractual services are sought. Due to the complexity of certain procurements, the TRC is authorized to consult with subject matter experts during the course of the procurement process for the purpose of gathering information. The team leader, usually the project manager, will ensure consistent scoring and documentation to facilitate and support a consensus decision for the intended award. A consensus decision is a collaborative general agreement among the members of the group that does not have to be unanimous but meets the concerns of all members as much as possible.

7) SCOPE OF SERVICES

Details of the desired commodity/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. Documentation of any revisions that may occur during the competitive negotiation process will be retained in the procurement file.

8) PRE-REPLY CONFERENCE

A pre-reply conference will not be held.

9) QUALIFICATIONS

9.1 Qualifications Questionnaire

Interested vendors must complete and submit Attachment "A," Qualifications Questionnaire, 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 the information provided by the vendors in their submittals will be reviewed and evaluated to determine the vendors that are best able to meet the requirements of the Department.

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 DBPR, 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

MINORITY BUSINESS ENTERPRISE (MBE) 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 small, minority, women, and service-disabled veteran 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 the MBE directory 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.

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

ALL Responses, regardless of dollar value, must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, also prohibits companies from entering into a contract 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 Lists which were created pursuant to s. 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract 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 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

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.

16.2 Other Conditions

Other conditions which may cause rejection of replies include, but are not limited to, evidence of collusion among Vendors, 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.

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 DOT-ITN-20-8029-WS - 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) MAIL OR DELIVER REPLIES TO: (DO NOT FAX OR SEND BY EMAIL)

**Florida Department of Transportation, Turnpike Enterprise
Turkey Lake Service Plaza
MP 263, Building 5315
Ocoee, FL 34761
Phone # (407) 532-3999
Attention: Windy Spatafora**

The Proposer must submit one (1) original, three (3) copies and one (1) electronic copy of the Proposal package as follows: One (1) clearly marked original, three (3) exact copies and an additional copy in electronic format (e.g. single CD-ROM or USB flash drive containing the submittal to be read with Adobe® PDF software). 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 proper place on or before the Reply Due date and time (See Introduction Section 2 Timeline). Replies which, for any reason, are not so delivered will not be considered. The Department receives two (2) United Parcel Service (UPS) deliveries per weekday. EXPRESS/FIRST OVERNIGHT delivered packages will be received in the morning, and UPS Ground delivered packages will be received by the end of the day. Please check each carrier for exact delivery times to ensure bid packages are received on or before the bid due date and time.

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 2 Timeline). The public may attend the opening via GoTo Meeting, but may not review any replies submitted until they become public records in accordance with Section 119.07, Florida Statutes.

23) QUALIFICATIONS QUESTIONNAIRE

The replies will be evaluated qualitatively for each of the criteria addressed in Attachment "A," Qualifications Questionnaire. The review/evaluation of the responses to this questionnaire will determine the list of vendors to proceed in the ITN process.

24) ORAL PRESENTATIONS

There will not be any oral presentations.

25) 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 2 Timeline).

- Qualifications Questionnaire - with additional sheets as needed to address and respond to all questions completely

Step 2) There will be a public meeting of the TRC, composed of at least three (3) members, for the purpose of evaluating the replies received timely and selecting the list of vendors that best meet the requirements of the Department. The TRC will complete a written summary evaluation of each vendor's response to the criteria addressed in the Qualifications Questionnaire (see Special Condition Section 9) to determine the list of vendors to proceed to Step 3 in the competitive negotiation process. The public meeting will be held at the date, time and location in the Timeline. The selection of vendors that best meet the requirements of the Department will be posted in accordance with law and rule (see Special Condition Section 26).

Step 3) Once the posting period has ended, the TRC 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.

Step 4) The TRC 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 5) 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 Standard Written Agreement executed by both parties, and subsequent Task Work Order 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 three (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

Form 1	Certification of Experience
Form 2	Drug-Free Workplace Program Certification
Form 3	Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
Form 4	Corporate Resolution, if applicable
Form 5	Addenda Acknowledgement

30) TERMS AND CONDITIONS**30.1 General Contract Conditions (PUR 1000)**

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this Invitation to Negotiate (ITN) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1000 form where applicable.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The following paragraphs do not apply to this Invitation to Bid:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

30.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITN document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this Invitation to Negotiate:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

31 ORDER OF PRECEDENCE

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:

Standard Written Agreement

Exhibit "A," Scope of Services

Attachments "A" – "D"

Special Conditions

Exhibit "B," Method of Compensation

Exhibit "C," Price Proposal

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

32) 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, Windy Spatafora, windy.spatafora@dot.state.fl.us, Florida's Turnpike, Milepost 263, Turkey Lake Service Plaza, Bldg. 5315, Ocoee, Florida 34761** within ten (10) days after the ending date of the period for posting the intended award decision.

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.

The Vendor must have and maintain during the period of this Contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675, Florida Statutes, and Section 337.106, Florida Statutes, with a company authorized to do business in the state of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Contract in the amount of at least \$500,000.00. The Vendor shall maintain professional liability coverage for a minimum of three years after completion of the services rendered under 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.

33) PERFORMANCE BOND

A Performance Bond is not required for this project.

34) LIQUIDATED DAMAGES

(See Section VI of Exhibit "B," Method of Compensation)

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



FORMS

DOT-ITN-20-8029-WS

**APPRAISAL, APPRAISAL REVIEW, APPRAISAL EXPERT WITNESS SERVICES
AND DESIGN SUPPORT SERVICES
TURNPIKE-WIDE**

FLORIDA'S TURNPIKE ENTERPRISE

CERTIFICATION OF EXPERIENCE DOCUMENTATION

I, _____, _____ of
(Print/Type Name) (Title)

_____, hereby certify that this Company has been in
(Name of Business)

business for a minimum of 3 years and has the experience to perform the services requested by DOT-ITN-20-8029-WS.

As I have indicated experience above, I now submit the following list of business and client references that will attest to our services and business relationships for the periods indicated and I hereby give permission to the Turnpike Enterprise to inquire for references as to my performance.

Signature: _____ Date: _____

Name of Business: _____

Note: In addition to being in business for the minimum number of years indicated above, the organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been actively involved in the type of business requested for a minimum of three (3) years. Prior experience shall specifically be related to the technical scope and volume of work to that specified in the scope of work for this Contract. Submit documentation of the work experience with the bid package.

The Department will review carefully to determine if the Vendor(s) is responsive, responsible and qualified in the area of work contemplated by this Contract.

Describe your work experience in detail for the minimum period required, beginning with your current or most recent project. Use a separate block to describe each project. (Print out additional copies of the form or attach additional sheets as necessary.)

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _ - _____

Project Description: _____

Name of Business: _____

FORM MUST BE EXECUTED AND SUBMITTED WITH BID PACKAGE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
06/12

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: _____

Florida Statutes
287.135

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

375-030-60
PROCUREMENT
OGC – 07/18

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 a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which 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, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. 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: _____

Date: _____

CORPORATE RESOLUTION OF

(recite name of Business)

WHEREAS, it is in the best interests of this corporation to enter into a contract with the State of Florida, Department of Transportation for

NOW THEREFORE, IT IS RESOLVED, that _____ (title of authorized officer; (e.g., John Doe, Regional Sales Manager) of this Business is hereby authorized and empowered on behalf of the Business to enter into a contract with the State of Florida, Department of Transportation, in consideration of _____ Dollars (\$_____), upon the terms and conditions contained in the proposed contract, a copy of which is attached hereto as Exhibit A, and made a part hereof.

CERTIFICATE OF RESOLUTION

I, _____, secretary of _____ (name of Business), a Florida Business, or a Business founded in the State of _____, and authorized by the Secretary of State, State of Florida, to conduct business in the State of Florida, hereby certify that the foregoing is a full, true, and correct copy of the resolution of the Board of Directors of the Business, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law, and by the bylaws of the Business, on the ____ day of _____, 20__, at which meeting a quorum of the Board was present.

Executed by me as secretary of the corporation on this ____ day of _____, 20__.

Signature of Secretary

Name of Secretary printed or typed

**FLORIDA DEPARTMENT OF TRANSPORTATION
DOT-ITN-20-8029-WS**

ADDENDA ACKNOWLEDGEMENT FORM

FORM NO. 5

The Proposer shall acknowledge receipt of each addenda to this Invitation to Negotiate by completing this form and including same in the Proposal/Reply.

<u>Addenda</u>	<u>Date</u>	<u>By</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to confirm receipt of addenda may cause for rejection of the Proposer's Reply.

Dated _____

_____ Legal Name of Firm

By _____
Signature

_____ Title

NOTE: Attach additional pages as necessary

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

DOT-ITN-20-8029-WS

**APPRAISAL, APPRAISAL REVIEW, APPRAISAL EXPERT WITNESS SERVICES AND
DESIGN SUPPORT SERVICES
TURNPIKE-WIDE**

FLORIDA'S TURNPIKE ENTERPRISE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: _____

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.: DOT-ITN-20-8029-WS

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

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2020, 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 APPRAISAL, APPRAISAL REVIEW, APPRAISAL EXPERT WITNESS SERVICES AND DESIGN SUPPORT SERVICES, 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

Executive Director and Chief Executive Officer, Florida's Turnpike Enterprise

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 as selected below, 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 contract execution and shall be completed by June 11, 2021 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 noncompliance. 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. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- 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 reprourement 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 person 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 provision 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 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 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 therefore.
- 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 comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:
- (1) Keep and maintain public records required by the Department to perform the service.
 - (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 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 for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
 - (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Turnpike Enterprise Chief Counsel, Florida Turnpike - Office of General Counsel, Turnpike Mile Post 263, Bldg. 5315, Ocoee, FL 34761, (407) 264-3170, TPprcustodian@dot.state.fl.us

- 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 the 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 a 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.shmt>, 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. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, Section 287.135, Florida Statutes, also prohibits companies from entering into a contract 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 Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract 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 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the 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 cost 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 Section 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, representative, 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 subcontract 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 actions 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 Form PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor’s employees or subconsultants access to the Department’s secure networks as part of the project. In the event such employees’ or subconsultants’ participation in the project is terminated or will be terminated, the Vendor shall notify the Department’s project manager no later than the employees’ or subconsultants’ separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees’ or subconsultants’ participation in the project, whichever occurs later.
- J. Vendors/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.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement: Exhibit “A,” Scope of Services, Attachments A-D, Exhibit “B,” Method of Compensation and Exhibit “C,” Price Proposal.

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

Name of Vendor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Authorized Signature

BY: _____
Authorized Signature

(Print/Type)

Nicola Liquori
(Print/Type)

Title: _____

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



**EXHIBIT "A"
SCOPE OF SERVICES**

DOT-ITN-20-8029-WS

**APPRAISAL, APPRAISAL REVIEW, APPRAISAL EXPERT WITNESS SERVICES
AND DESIGN SUPPORT SERVICES
TURNPIKE-WIDE**

FLORIDA'S TURNPIKE ENTERPRISE

EXHIBIT "A"

EXHIBIT "A" SCOPE OF SERVICES

TURNPIKE APPRAISAL, APPRAISAL REVIEW, APPRAISAL EXPERT WITNESS SERVICES, AND DESIGN SUPPORT SERVICES

I. INTRODUCTION

Turnpike Appraisal, Appraisal Review, Appraisal Expert Witness Services, and Design Support Services will be required within the geographical boundaries of the State of Florida. Services shall include:

- A. Appraisal Services shall include the fair market value estimates of all areas of real estate interests pertinent to the project as well as the preparation of written appraisal reports and updates as required. The Appraiser shall be responsible for all work necessary and incidental to the completion of the project. Such work shall include management and administration of sub-consultants for land planning/engineering, traffic engineering, architectural studies, survey, business damage estimate reports, cost-to-cure estimates, title searches, and/or other specialty services as may be required to complete the Scope of Services.
- B. Appraisal Review Services shall include the preparation of written review appraisal statements in conjunction with estimates of market value for real estate interests identified by the Department and other analysis services relating to the Department's specifically identified needs. The specifically identified needs including: preparation of cost estimates, the review of project or parcel cost estimates, specialized studies of project effects or influences, market activity, market conditions, trends and adjustments, financing, and feasibility, analysis, opinions and conclusions relating to such activities, and/or other specialty services as may be required to complete the Scope of Services.
- C. Appraisal Expert Witness Services shall commence only upon instruction from the trial attorney(s) or authorized department representative. Expert Witness Services include assisting the Attorney in preparation for Orders of Taking and/or Trial, prepare exhibits, present expert witness testimony, provide other hearing/trial related services as requested by the trial attorney, and provide such other services directly or indirectly as requested by the Attorney.

- D. Design Support Appraisal Services, the Appraiser shall provide special design support and appraisal expertise during economic and engineering feasibility activities. The appraiser will participate as a member of an economic feasibility assessment team to aid the Design Consultant and the Right of Way Appraisal Department in rendering expert advice. This may involve:
1. An estimate of right of way costs, including the number and types of businesses that will submit business damage claims, and the number of business and residential relocations for each right of way alternative for a comparison evaluation.
 2. Manage sub-consultants whose specialized skills may be needed to provide reliable appraisal services. Such sub-consultants might include an engineer for costs-to-cure, a certified public accountant (CPA) for business damages, a machinery and equipment appraiser, a land planner, a relocation agent, an environmental engineer, title researchers, and contractors for demolition and removal or re-facing of structures.
 3. Meet with the Department, the Design Consultants, and other pertinent consultants as needed to discuss project issues.
 4. Prepare reports on project issues, keep files as required by the Department, and provide other specialty services that may be required to complete the Scope of Services.

II. **OBJECTIVES**

The Appraiser shall perform all services necessary to make fair market value estimates, prepare written appraisal reports, and required updates for all real estate interests within the specified project limits, and provide support, Expert Witness Services to the Florida Department of Transportation (FDOT) Eminent Domain/Legal Department. Elements of work shall include written appraisal reports, value conclusions, Expert Witness Services and other services as referenced within this Scope of Services. All appraisal services shall be performed in conformance with the Uniform Standards of Professional Appraisal Practices (USPAP) as incorporated by reference in Section 475.628, Florida Statutes, and the FDOT Supplemental Standards to the USPAP and other Directives and/or Guidelines. The Appraiser shall obtain a copy of the [Right of Way Procedures Manual](#), sections 6.1: Appraisal and Appraisal Review, and 6.2: Supplemental Standards of Appraisal.

III. DEFINITIONS

- A. Principal Appraiser, Review Appraiser, Appraiser of Record, Design Support Consultant, Expert Witness: The individual appointed by the Department to perform all appraisal/appraisal review, expert witness support, and appraisal/design support consulting services for a project, and whose qualifications and expertise will be evaluated in the selection process. Other persons may assist the Principal Appraiser, Review Appraiser, Expert Witness, or Design Support Consultant in performing all services to the extent that such assistance does not require the exercise of the assistant's judgment, conclusion, or opinion.
- B. Appraisal Services: Denotes an engagement for which a person is employed or retained to act, or could be perceived by third parties or the public as acting as an agent or disinterested third party in rendering an unbiased analysis, opinion, review, or conclusion relating to the nature, quality, value, or utility of specified interests in, or aspects of, identified real property.
- C. Additional Services: Those work activities associated with delivery of a written acquisition appraisal report for each parcel identified herein, to include updates to the original appraisals, additional parcel appraisals, re-appraisals, expert witness services, and miscellaneous support services.
- D. Assignment: One or more parcels assigned to one Appraiser under one contract in connection with a designated road improvement project identified by a section/job number.
- E. Subject Property: The parent ownership from which an interest or interests are to be acquired.
- F. Parcel: The portion of a subject property comprising a defined interest to be acquired, i.e., fee, easement, etc.
- G. 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.
- H. Update: A procedure by which the value estimate of an appraisal is reconsidered as of a current date by analysis of market data which has occurred subsequent to the original date of value. An update may result in an increase, a decrease, or no change to the original value estimate.
- I. Letter Update: A letter update may be requested if there have been no major changes in the property between the date of the last appraisal report and the present time.

- J. Sales Data Book/Data Disk: A compilation, under separate cover, of the data representing the Appraiser's research, investigation efforts, and analyses supporting various conclusions from the local real estate market and including the Appraiser's basic analysis of the project and parcels assigned.
- K. Acceptance: When an appraisal, fee review, expert witness service, or design support service has been reviewed and determined to be in compliance with the USPAP, current FDOT Supplemental Standards, or other standards required by the Department.
- L. Review Appraiser: The Department Appraiser responsible for determining compliance with USPAP and FDOT Supplemental Standards and determining acceptance to the Department.
- M. Department Contract Manager: The Department Senior Appraiser responsible for determining the required services necessary for each appraisal project, directing the appraisal and review functions during the contract period, and assuring quality control of the appraisal review function and compliance with all contract terms.
- N. Task Work Order: A document authorizing specific work assignments for an appraisal, fee review, expert witness services, design support services, or any other assignment required by the Department for the acquisition of Right of Way. The Task Work Order shall include an established delivery date for the assignment and the agreed fee for performing the assignment.

IV. **SERVICES**

- A. Comparable Sales Data Book: The Appraiser shall provide one original and additional copies, when needed, of a comparable sales data book and any supplements thereto to the Deputy District Right-of-Way Manager-Appraisal, or their designee. A letter of transmittal advising the review appraiser where updated information should be placed in the data book must accompany each submittal.
- B. Land Value Conclusion: A land value conclusion for each parcel must be completed including the market grid, support for adjustments, comparable sales, and all supporting data.
- C. Items of Comparison: The Appraiser shall provide to the Department, when requested, a listing of various items of comparison for all sales in the data book and for each parcel to be appraised. This listing is to be complete and submitted to the Department when the data book and land value conclusions are due.

- D. Additional Information: The Department shall set forth a due date for the data book, land values, and all appraisal reports as described in Section VIII, Beginning and Length of Services.
- E. Appraisal Report: The Appraiser shall perform or have performed all services necessary to make an estimate of market value for parcels identified by the Department in a task work order. All appraisal reports shall be delivered through an electronic transmittal in a format required by the Department. This includes all updated appraisal reports, expert witness appraisal reports, and any other reports deemed necessary by the Department unless otherwise instructed by the Department. When requested, the appraiser will also submit hard copies of all appraisals, data books, reports, and other work products requested in any Task Work Order.
- F. 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, nonconforming uses (legal or 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.
- G. 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.
- H. Concurrency: Obtain concurrency ordinances from municipal and county governments and determine the concurrency status of each parcel before and after the Department's acquisition.
- I. 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.
- J. 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.
- K. 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. Develop a total estimate of the cost to cure based on the selected scenario 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.

- L. Survey Data/Parcel Sketch: As needed, supplement right-of-way maps furnished by the Department. Provide limited purpose surveys for each parcel to depict existing and proposed property and right of way lines, areas of acquisition, easements, residue, location of improvements, parking configuration (existing and proposed), location of site access points before and after the acquisition, depiction of building overhangs, and on-site traffic patterns.
- M. Site Inspection: Inspect the subject parcel site with the Department's review appraiser, sub-consultants, and business damage expert, as required.
- N. Parking Lot Design: 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.

Parking after the Department's acquisition to provide the greatest utilization of parking that complies with applicable zoning and parking design standards. Consult with the Department's review appraiser and business damage expert in order to evaluate the effects of the proposed design.
- O. Site Drainage Design: Evaluate adequacy of existing on-site drainage after the Department's acquisition and, when necessary, develop alternative drainage solutions, including the potential usage of the Department's drainage system if adequate drainage cannot be accommodated on-site.
- P. Site Access (Egress and Ingress) Requirements: Based on alternative cost to cure scenarios, evaluate site access requirements for compatibility with proposed cures. Evaluate what types of driveways are permitted subsequent to the acquisition. Driveway location must be compatible with access management policies (Rules 14-96 and 14-97, F.A.C., and the District Wide Access Management Implementation plan).
- Q. Building Floor Plans and Structure Design: When primary parcel structures are to be affected by the Department's right-of-way, provide drawings to scale of the improvements before and after the acquisition as provided in the final cure scenario.
- R. On-Site Traffic Studies: Provide a written analysis of the onsite 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. The selected scenario shall be reviewed and coordinated with the Deputy District Right-of-Way Manager-Appraisal and the District Business Valuation Administrator.

- S. Advertising Signs: Outdoor Advertising (ODA) Signs must be appraised in the original acquisition appraisal in accordance with the Heathrow Decision and FDOT Outdoor Advertising Valuation Guideline. The reconciled value of the Outdoor Advertising Sign is to be included on the Certificate of Value as an improvement to be acquired. If the Appraiser is unsure of FDOT appraisal procedures regarding the valuation of either ODA or On-Premise signs, he/she must contact the Deputy District Right-of-Way Manager-Appraisal.
- T. Americans with Disabilities Act (ADA): The appraiser shall 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 affect a cure in the after situation.
- U. Extensions and Submittals: The Appraiser shall submit all appraisal review and design support services to the Department no later than the delivery date set forth by the Department in a task work order. The Department may extend due dates. Extensions shall be authorized and signed by the Deputy Right of Way Manager-Valuation, or their designee. Extensions requested by the Appraiser shall be by written request via email explaining in detail why such extension is necessary. The extension request must be submitted and received before the required delivery date. The Deputy Right of Way Manager-Valuation or their designee shall acknowledge acceptance or denial of the Appraiser's request in writing. Unless otherwise agreed to in writing by the Department, the date of valuation for basic services shall be the date of the Appraiser's last inspection of the property and shall be no more than 20 days prior to receipt of the appraisal services by the Department. If the Appraiser is requested to provide corrections or additional reports and the corrections/support are not received within seven calendar days, the date of value for this appraisal service must be within 20 days of the receipt of the corrections/support. The Appraiser will be instructed in the Task Work Order to either appraise each parcel as of a current date or to appraise as of a certain value date (date of deposit).

V. ADDITIONAL APPRAISAL SERVICES

Additional Services shall be performed at the direction of the Department's Contract Manager. No work shall begin on these Optional Services until authorized in writing by the Appraisal Contracts Coordinator.

- A. Updates: The Appraiser may be required to update the estimate of fair market value for parcels as required.
- B. Additional Parcels: The Department may require the appraisal of additional parcels on this project other than those specified in this Agreement.

- C. Re-Appraisal: After completion of an appraisal report, the Department may require a complete re-appraisal of a parcel due to changes in the appraisal problem.
- D. Miscellaneous Services: Any additional services necessary to support the appraisal of the parcels on the project.
- E. Business Damages: The Appraiser shall, as necessary, utilize a CPA selected by the Department to prepare business damage estimate reports for use in conjunction with appraisal services where the potential for a business damage claim exists. Business damage estimate reports shall describe the impact of a Right-of-Way acquisition on the income, expenses and/or profits of a particular business in accordance with the Department's Guidelines.
- F. Expert Witness Services: Services specifically requested by and under the direction of the Department's Trial Attorney. Services to be performed under this Agreement shall commence only upon instruction from the trial attorney(s) or authorized department representative. Services shall include testimony at orders of taking and trials, review of property owner reports, and any other testimony, analysis, reports or services directly or indirectly requested by the attorney. **The appraiser consultant is to monitor the market and be prepared to have a market value as of the date of the Order of Taking.**

VI. GENERAL

- A. Meetings: The Appraiser and Sub-consultants agree to meet with the Department's appraisal representatives at the discretion of the Deputy Right- of-Way Manager Valuation to discuss the progress of the appraisal services.
- B. Appraisals for Property Owners: The Principal Appraiser and/or any associate appraisers agree not to engage in any property owner appraisal services on the project identified in the Task Work Order without the written consent of the Deputy Right of Way Manager-Valuation.
- C. Support Services: Services beyond the professional ability of the Appraiser in the areas of professional services (e.g., land planning, miscellaneous engineering, landscape architect, survey, etc.) or specialty services (e.g., sign specialists, aerial photographers, fixture appraisers, general contractors, etc.) shall not be performed by the Principal Appraiser. In these instances, the Appraiser shall invoke the services of sub-consultants as necessary to support the assignment.

- D. Sub-consultants: The Appraiser may employ qualified sub-consultants, not otherwise named in the Agreement, that are necessary to the completion of services outlined herein. For each Sub-consultant, the Appraiser shall submit the name and address of the sub-consultant and secure prior approval from the Deputy Right of Way Manager-Valuation to employ the sub-consultant(s). The appraiser will be responsible for the management, scheduling, and administration of all sub-consultant(s), including invoice processing and payment to the sub-consultant(s).

VII. QUALITY CONTROL PROGRAM

- A. Quality Control Plan (QCP): The Appraiser shall develop an in-house QCP, which shall detail the procedures, evaluation criteria, and instruction to its organization to assure conformance with USPAP, FDOT Supplemental Standards, and the contract. Significant changes to the work requirements may require the Appraiser to revise its QCP. It shall be the responsibility of the Appraiser to keep its QCP current with the work requirements. **The Consultant shall make available to the Deputy Right of Way Manager, Valuation, a signed written copy of the QCP before submittal of the basic appraisal services.**
- B. Quality Control Review (QCR): The Appraiser shall conduct in-house QCRs to make certain its own organization is in compliance with the requirements of the USPAP, FDOT Supplemental Standards, and provisions of the contract.

VIII. DEPARTMENT RESPONSIBILITIES

- A. The Department will provide a Contract Manager for administering the technical terms and conditions of this Agreement who will be the Deputy Right of Way Manager-Valuation, MS 7-900/ROW, Mile Post 2 6 3, Ocoee, FL 34671 The Department reserves the right to change the Contract Manager at any time.
- B. The Department, at its option, may delegate any or all Department functions and/or responsibilities to a General Consultant Firm or to a Fee Appraiser Consultant.
- C. The Department will make available electronic right-of-way maps, title searches, and construction plans for the project to the Appraiser.
- D. The Deputy Right of Way Manager-Valuation shall ensure that adequate funds are encumbered prior to the rendering of services by the vendor during the term of this contract.

IX. BEGINNING AND LENGTH OF SERVICES

- A. The Appraiser shall not commence work until the receipt and acceptance of a Task Work Order from the Deputy Right of Way Manager-Valuation. The provisional duration of Basic Services under this Agreement shall not exceed the performance period of the Task Work Order.
- B. The Vendor shall not provide services that exceed the amount of the Task Work Order without an approved Amendment from the Department. Therefore, it is agreed that the Vendor will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Vendor for costs or make payments in excess of currently established funding.
- C. Appraisal, Appraisal Review, and Design Support Services shall be completed in accordance with the time periods specified by the Department in the Task Work Order.
- D. The performance period of this Agreement shall commence upon execution of the contract and shall continue for a period of five years.
- E. This agreement may be renewed for a period that may not exceed three years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.

X. PRINCIPAL 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. (See Attachment B)

XI. TERMINATION ACTION:

Reference is made to Paragraph 6 of the Standard Written Agreement. Any necessary default action will be processed in accordance with Department of Management Services Rule 60A-1.006(3).

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



ATTACHMENTS

DOT-ITN-20-8029-WS

**APPRAISAL, APPRAISAL REVIEW, APPRAISAL EXPERT WITNESS SERVICES
AND DESIGN SUPPORT SERVICES
TURNPIKE-WIDE**

FLORIDA'S TURNPIKE ENTERPRISE

ATTACHMENTS

ATTACHMENT "A"
QUALIFICATIONS QUESTIONNAIRE

VENDOR: _____ Phone #: _____

SUBMITTED BY: _____ SIGNED: _____
(Name Printed) (Signature)

SUBMIT ANSWERS TO THE FOLLOWING QUESTIONS IN A TYPED, NUMBERED FORMAT ON SEPARATE PAGES.

- 1) Location of your office with address, phone number and e-mail.
- 2) Name of the appraiser of record.
- 3) The type and license number of the Appraiser of Records Florida Real Estate Appraisal Board Certification. A copy of the license is not required.
- 4) The Appraiser of Record level appraisal experience, of eminent domain appraisal and review appraisal experience, including Order of Takings, Trials, Depositions, and other Legal Hearings and indicate court qualifications. A minimum of three years of appraisal experience is required. Previous eminent domain experience is strongly preferred. Complex commercial appraisal experience will be considered.
- 5) Firm capabilities, qualifications and anticipated task assignments of key personnel expected to perform Appraisal Services for the Department.
- 6) Describe your firm's ability and commitment to undertake a significant amount of work on short notices.
- 7) Provide the Resumes of Key Personnel.
- 8) Describe your Quality Assurance process.

Attachment "B" Appraiser of Record

APPRAISER OF RECORD (AOR)

- 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 the AOR leaves the Vendor's employ, the Vendor shall immediately notify the Department in order to ensure continued performance of proper appraisal services. Upon notification of the AOR vacating his/her position, the Vendor shall, at the Department's discretion and directive, either: (1) appoint a replacement AOR who is in the Vendor's employ, or (2) assign this agreement, without limitation, to the former AOR or the company employing the former AOR, whichever the case may be. If the Vendor appoints a replacement AOR within its employ, the replacement AOR must be approved by the Department's Right of Way Manager prior to completing any assignments, and the replacement AOR must comply with all requirements of the original Agreement.

Vendor's Signature: _____

Appraiser's Signature: _____

ATTACHMENT "C"
CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS

Date: _____, 2020

Contract No.: _____

Financial Project No(s): _____

Contract For:

To release payment for all work performed in the Month of _____, 2020

(State)

(Zip)

As prime contractor for the above referenced contract, hereby certifies that all subcontractors, laborers, and material suppliers having an interest in this contract have received their pro rata share of all previous payments made by the Department for all work completed and materials and equipment furnished in the previous period.

(Name of Business)

(Signature) Owner, President, Vice President or Designated Officer (Corp. Resolution*)

(Address)

(Print/Type Name)

(City)

(Title)

*If person signing for the Business is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be attached to form.

CERTIFICATION MUST BE ATTACHED TO INVOICE

ATTACHMENT "D"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF CONTRACT COMPLETION

Contract Number _____ FPINs.: _____

Project Description _____

Contractor _____

Contract For: APPRAISAL, APPRAISAL REVIEW, APPRAISAL EXPERT WITNESS SERVICES AND DESIGN SUPPORT SERVICES

Contract Date _____ Total Amount \$ _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named contract and all amendments and supplements thereto have been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Worker's Compensation claims are covered by Worker's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Owner shall save, protect, defend, indemnify, and hold the Department harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

(Signature), Owner, President, Vice President or other Designated Officer (Corp. Resolution) (Title)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing affidavit was acknowledged before me this _____ day of _____, 20____

by _____, on behalf of the Vendor. He/She is personally known to me or has
(Print / Type Name of Person Signing Above)

produced _____, as identification.
(Type of Identification)

Notary Public: _____
(Signature)

(Notary Stamp)

Type/Print Name: _____

* If person signing for the Business is someone other than the Owner, President or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the proposal package.

CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



**EXHIBIT "B"
METHOD OF COMPENSATION**

DOT-ITN-20-8029-WS

**APPRAISAL, APPRAISAL REVIEW, APPRAISAL EXPERT WITNESS SERVICES
AND DESIGN SUPPORT SERVICES
TURNPIKE-WIDE**

FLORIDA'S TURNPIKE ENTERPRISE

EXHIBIT "B"

EXHIBIT "B"
METHOD OF COMPENSATION

**TURNPIKE APPRAISAL, APPRAISAL REVIEW, APPRAISAL EXPERT
WITNESS SERVICES, AND DESIGN SUPPORT SERVICES**

I. PURPOSE

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

II. ASSIGNMENT OF WORK

- A. As appraisal, appraisal review, expert witness and/or design support services is needed; appraisers will be selected from the list of contracted appraisers according to the needs of the Department. The Department will only select one appraiser from a firm that has multiple appraisers contracted with the Department.
- B. Each selected Appraiser will be provided a Scope of Services for each project assignment and shall in turn prepare a proposal in a format acceptable by the Department and in the time frame requested by the Department. The proposal may consist of any one or combination of the following: price, oral technical, written technical, or interview. Award of the project will be based on best combination of technical, sub-contractors, Appraiser's qualifications, and price. The Deputy Right of Way Manager, Valuation (or their designee) will issue Task Work Orders that detail the work to be done and the compensation for services rendered. The Department shall obtain fund approval for each work order identified by the financial project identification number (FPID) before issuing the Task Work Order. All Task Work Orders shall be completed within the terms of its issuance and this agreement.
- C. The Vendor shall not provide services that exceed the amount of the Task Work Order without an approved Amendment from the Department. Therefore, it is agreed that the Vendor will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Vendor for costs or make payments in excess of currently established funding.

III. COMPENSATION

- A. There is no Budgetary Ceiling. Funds will be encumbered for each Task Work Order.
- B. This is a Term Contract for an Indefinite Quantity whereby the Appraiser(s) agrees to furnish services during a prescribed period. Work authorizations may be issued during the term of this Agreement and shall be completed during the term specified in the authorization.
- C. The Department will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.
- D. Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A," Scope of Services are contained in Exhibit "C," Price Proposal, attached hereto and made a part hereof.

IV. SUMMARY OF COMPENSATION

Fees for each task work order will be established or negotiated either as an hourly rate, lump sum amount, a limiting amount, or as a combination lump sum and limiting amount. Compensation for appropriate and reasonable direct expense costs should be included in task work order fees.

V. DETAILS OF COMPENSATION

- A. Lump Sum Elements: The Vendor, upon review and approval of the goods and/or services, will receive a lump sum payment as specified in the Task Work Order. A Lump Sum amount will be established as compensation to the Vendor for delivery of written appraisal reports, market studies, etc. acceptable to the department.
- B. Written Appraisal Reports, Land Planning, Engineering, Environmental, Fixtures, Furniture and Equipment, and Survey Service will be compensated as a lump sum hourly amount on a per parcel basis. Miscellaneous and out-of-pocket expenses for work performed by the Vendor are to be included in these fees.

VI. LIQUIDATED DAMAGES / COMPENSATION ADJUSTMENTS

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, in the amount so due as provided below:

Data Book

For late delivery of the comparable sales Data Book, liquidated damages shall be assessed at the rate of one-half (1/2) of one percent (1%) of the Data Book fee set out in the Task Work Order per calendar day. The assessed time of damages 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.

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 damages will be computed based on the amount of time between the due date and the date on which the report is received.

Appraisal Review Report

For late delivery of an appraisal review report, liquidated damages shall be assessed at the rate of one percent (1%) of the total 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 Department receives the report.

Corrections

Failure to return requested appraisal corrections within a total of seven (7) 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 damages will be computed based on the amount of time between the correction due date and the date on which the corrected report

is received and approved by the Department. If subsequent correction requests are different from the original request, an additional seven (7) calendar days will be allowed.

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.

VII. INVOICING PROCEDURE

Payment for appraisal, appraisal review, or design support services shall be contingent upon the Department's final approval.

The Department shall review appraisal, appraisal review, or design support services performed under this Agreement and notify the Appraiser of deficiencies within sixty (60) calendar days of the receipt thereof or, if no deficiencies exist, process the invoice for payment. Any assignment requiring corrections or additional support in order to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and Florida Department of Transportation (FDOT) Supplemental Standards shall be approved for payment within thirty (30) calendar days from receipt of acceptable corrections/support. Payment for appraisal services not requiring corrections shall be approved immediately upon completion of review.

In the event the Department does not complete its review within the sixty (60) calendar day review period, the invoice will be processed for payment; however, payment being made will not relieve the Appraiser from making necessary corrections or providing additional data necessary to support the appraisal report. Also, payment made will not relieve the Appraiser of the liquidated damages provision in Section VI, paragraph two above. The Department may charge any liquidated damages against future sums owed to the Appraiser by the Department or allow the Consultant to reimburse the Department.

Invoices for this agreement will be prepared by the Vendor and submitted to the Turnpike when the work is approved by the Deputy Right Way Manager Valuation.

Invoice submittal (if required) will include a Disadvantaged Business Enterprise (DBE) payment certification as provided by the Department. Failure to submit a properly executed certification shall be cause for rejection of the invoice. Within thirty (30) days after receipt of final payment, the Vendor will submit a final DBE payment certificate.

It is the Vendor's responsibility to promptly pay all subconsultants their proportionate share of payments received from the Department.

VIII. FINANCIAL CONSEQUENCES

Payment will not be made to the Vendor until the products have been delivered and/or the specified services have been satisfactorily performed and accepted by the Department unless advance payments are authorized.

IX. TANGIBLE PERSONAL PROPERTY

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

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



**EXHIBIT "C"
PRICE PROPOSAL**

DOT-ITN-20-8029-WS

**APPRAISAL, APPRAISAL REVIEW, APPRAISAL EXPERT WITNESS SERVICES
AND DESIGN SUPPORT SERVICES
TURNPIKE-WIDE**

FLORIDA'S TURNPIKE ENTERPRISE

EXHIBIT "C"

EXHIBIT "C" PRICE PROPOSAL

Provide the hourly rates charged by your firm for the listed services.

APPRAISAL SERVICES		
JOB CLASSIFICATION	Maximum Billing Rates / Unit Rates Printed out in Longhand	
Appraiser of Record	\$	
Associate Appraiser	\$	
Research Assistant	\$	

NOTE: All rates shall include the cost of salaries, overhead, fringe benefits, operating margin, expenses and facilities capital cost of money (FCCM). Actual billing rates shall not exceed the above established maximum billing rates.

Written justification shall be provided by the Vendor when a work element is required and does not have an established rate. The Department and the Vendor shall negotiate and/or establish the rate for the work element.

The Department does not guarantee any maximum or minimum quantity or any range of quantities.

MFMP Transaction Fee:

All payment(s) to the Vendor(s) resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fee imposed shall be based upon the date of issuance of the payment.

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: _____

EXHIBIT "C" PRICE PROPOSAL

APPRAISAL, APPRAISAL REVIEW, APPRAISAL EXPERT WITNESS SERVICES AND DESIGN SUPPORT SERVICES TURNPIKE-WIDE

The undersigned has completed and is returning the following documents as part of its Bid Package and understands that failure to return any of these documents fully completed may cause rejection of the Bid.

The following forms must be completed and submitted by the bid due date and time, in order for the Bid to be responsive:

___ Price Proposal: Exhibit C, Page C – 1 thru C – 2.

___ Copy of the Qualifications Questionnaire.

___ All forms supplied with the bid package (Forms 1 thru 3, Form 4 & 5 if applicable). Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms.

Name of Business: (Print) _____ Federal I.D. No. : _____

Mail Address: _____ M.B.E.: Yes No

Street Address: _____

City: _____ County: _____ State: _____ Zip: _____ - _____

Phone Number: () _____ - _____ Email Address: _____ Fax No. () _____ - _____

Emergency Contact Information (After Hours):

Name: _____ Phone Number: () _____ - _____ Email Address: _____

Name: _____ Phone Number: () _____ - _____ Email Address: _____

Authorized Signature: _____ Title: _____
Owner, President, Vice President or Designated Officer (Corporate Resolution)**

Print/Type Name: Mr. Ms. Mrs. _____ Date: _____

Phone Number: () _____ - _____ Email Address: _____

All quantities, including parts allowance, represent estimated quantities. If the actual is less than or greater than what is identified, the unit rate shall remain unchanged.

MFMP Transaction Fee:

All payment(s) to the Vendor(s) resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fee imposed shall be based upon the date of issuance of the payment.

**If person signing the form is someone other than the Owner, President or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.