



M E M O R A N D U M

ADDENDUM NO. 1

Date: May 4, 2020
To: Proposers
From: Windy Spatafora, CPPB, FCCN, FCCM
Commodities & Contractual Services Manager
Florida’s Turnpike Enterprise
Subject: DOT-ITN-20-8029-WS

Bidders and other interested parties are informed that the above referenced documents are hereby revised, changed and supplemented as set forth below:

1. Due to restrictions/limitations concerning COVID-19 (Coronavirus), the Florida Department of Transportation is allowing the electronic submission of Replies. (See attached Submission Instructions)
2. Page 1 of 3 of the Advertisement, Certification and Registration section has been revised.
3. Page SC2 of the Special Conditions, Introduction Section 1) Invitation paragraph has been revised.
4. Page 2 of 7 of the Standard Written Agreement, Section 2, A. Term, has been revised.
5. Page 1 of 2 of the Certificate of Experience – Form 1, has been revised.
6. Page A-10 of Exhibit “A,” Scope of Services, Section IX Beginning and Length of Services, paragraph D, has been revised.

Please see Important Electronic Submissions Instructions attached. Also, please remove Page 1 of 3 of the Advertisement, Page SC2 of the Special Conditions, Page 2 of 7 of the Standard Written Agreement, Page 1 of 2 of the Certificate of Experience-Form 1 and Page A-10 of Exhibit “A,” Scope of Services and replace with the attached, revised pages dated April 27, 2020.

Acknowledgement of Receipt

Acknowledgement of receipt of Addendum No. 1 shall be identified by signing below and enclosing same with your Bid Blank.

Signature: _____
(Authorized Signature)

Date: _____

Print/Type Name: _____

Title: _____

Firm: _____

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.

Instructions for Electronic Submission of Replies

Due to restrictions/limitations concerning COVID-19 (Coronavirus), the Florida Department of Transportation is allowing the electronic submission of Replies. Please follow the instructions below.

Failure to follow these instructions, may result in your Reply being found non-responsive.

Nonresponsive replies will not be evaluated.

- Replies shall be submitted to: TP.Purch@dot.state.fl.us
- Subject Line must show: DOT-ITN-20-8029-WS – (Insert Vendor's Name)
- All replies submitted electronically shall contain two file attachments and be marked as follows:

FILE I – QUALIFICATIONS QUESTIONNAIRE – (Insert Vendor's Name)

FILE II - PRICE PROPOSAL - (Insert Vendor's Name)

NOTES:

- Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB.
- The Vendor must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate attached document labeled "Attachment - 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.
- The body of the email shall not contain any information
- It is the proposer's responsibility to assure that the reply (Qualifications Questionnaire and Price proposal) 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.

- By submitting a reply, the Respondent represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.
- All replies and associated forms shall be signed and dated in ink by a duly authorized representative of the Respondent.
- Each Respondent shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Invitation to Negotiate. This may require an on-site observation.

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

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, 2025** 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

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 June 12, 2020 and shall be for a period of five (5) years 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

CERTIFICATION OF EXPERIENCE DOCUMENTATION

I, _____, _____, of _____,
(Print/Type Name) (Title)
_____, hereby certify that I have the minimum of three (3) years
(Name of Business)

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: _____

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: _____

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 June 12, 2020 and shall continue for a period of five (5) 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).