

State of Florida  
Department of Transportation  
District One Procurement Office  
801 North Broadway Avenue  
Bartow, FL 33830

**INVITATION TO NEGOTIATE REGISTRATION**

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**PLEASE COMPLETE AND RETURN THIS FORM ASAP**  
**FAX TO (863) 519-2661 OR E-MAIL TO [D1-Purchasing@dot.state.fl.us](mailto:D1-Purchasing@dot.state.fl.us)**  
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ITN Number: ITN-DOT-18/19-1017BT

Title: District Wide Appraisal and Appraisal Review Services

**Sealed Reply Due Date & Time: June 6, 2018 9:00AM**

**Bid Opening: June 6, 2018 @ 10:00 AM**

Vendors should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (863) 519-2661, or by e-mail to **Belinda M. Thomas**, [D1-Purchasing@dot.state.fl.us](mailto:D1-Purchasing@dot.state.fl.us)

**THE INVITATION TO NEGOTIATE DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com), under this ITN number (click on “BUSINESS”, click on “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, then click on “Search Advertisements”, click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_.

Contact Person: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

For further information on this process, e-mail or telephone: **Belinda M. Thomas**, [belinda.thomas@dot.state.fl.us](mailto:belinda.thomas@dot.state.fl.us), 863-519-2207

**EXHIBIT "C"**

**DISTRICT-WIDE APPRAISAL / APPRAISAL REVIEW SERVICES**

**ITN-DOT-18/19-1017BT**

**PROPOSED FEE SCHEDULE**

<b>Principal Appraiser</b>	<b>\$ _____</b>
<b>Associate Appraiser</b>	<b>\$ _____</b>
<b>Research Assistant</b>	<b>\$ _____</b>

**Note: All rates shall include the costs of salaries, overhead, fringe benefits, operating margin and expenses.**

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

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

**Proposer: \_\_\_\_\_ FEID # \_\_\_\_\_**

**Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_**

**Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Printed / Typed: \_\_\_\_\_ Title: \_\_\_\_\_**

QUALIFICATIONS QUESTIONNAIRE

INVITATION TO NEGOTIATE #: ITN-DOT-18/19-1017BT

TITLE: \_\_\_\_\_.

VENDOR: \_\_\_\_\_ FAX #: \_\_\_\_\_.

SUBMITTED BY: \_\_\_\_\_ SIGNED: \_\_\_\_\_ Date: \_\_\_\_\_.  
(Name Printed) (Signature)

The review/evaluation of the responses to this questionnaire will not be included in decisions beyond determining the initial short-list of vendors to proceed in the ITN process.

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The following qualification questions are to be responded to by the vendor in writing. The response should not exceed six (6) pages (8 1/2" x 11" size paper, 11 point font). An evaluation committee will evaluate the Vendor's Qualification Questionnaire to Shortlist the most qualified firms as candidates.

Please provide, briefly information regarding the following:

1. Location of your office for this project (address), phone number and e-mail address and a copy of your organization chart if available.

2. Name of Appraiser(s) of Record being proposed.

3. The type, and license number, of the Appraiser of Record's Florida Real Estate Appraisal Board Certification. NOTE: Only Florida State Certified General Real Estate Appraisers will be considered. A copy of the license is not required, but would be appreciated. The copy will not count as one of the six pages.

4. The Appraiser of Record's level of eminent domain appraisal and review appraisal experience: Including Order of Takings, Trials, Depositions, other Legal Hearings, and indicate court qualifications. NOTE: A minimum of three years of eminent domain appraisal experience is required. Also, please list any areas of specialized expertise (i.e. Gas Stations; Hotels; Shopping Centers; Special Purpose Properties, etc.)

5. Firm capabilities, qualifications, your quality assurance process, and anticipated task assignments of key personnel expected to perform Appraisal Services for the Department.

6. Vendors' availability to accept work assignments and anticipated timeframe to deliver written Appraisal Reports, or Review Appraisal Statements.

7. Errors and Omission Insurance / Professional Liability Insurance status: (\$100,000 minimum required prior to execution of contract).

8. Identify your primary sub-consultants and provide their resumes. (Resumes are not included towards your page limit).

9. Three (3) work references (Business Name, Address, Contact Person, and Phone Number)

WORK REFERENCES

List the names of three references for which your business has provided similar services.

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NO.</u>
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1.	_____	_____	_____
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2.	_____	_____	_____
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3.	_____	_____	_____
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

375-030-60  
PROCUREMENT  
OGC – 07/17

Florida Statutes  
287.135

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

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel.

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: \_\_\_\_\_

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

375-040-18  
PROCUREMENT  
03/17

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: \_\_\_\_\_

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):  
CONTRACT (Purchase Order) # \_\_\_\_\_**

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

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

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

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
  1. employ or retain, or agree to employ or retain, any firm or person, or
  2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

- P. The Contractor hereby certifies that it has not:
  1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
  2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
  3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in



connection with, procuring or carrying out the contract.

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

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

**INVITATION TO NEGOTIATE  
DISTRICT WIDE APPRAISAL & REVIEW SERVICES  
EXHIBIT "A" (APPRAISAL)  
(SCOPE OF SERVICES / SPECIFICATIONS)  
ITN-DOT- 18/19-1017BT**

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**INVITATION TO NEGOTIATE  
DISTRICT WIDE APPRAISAL & REVIEW SERVICES  
EXHIBIT "A" (APPRAISAL)  
(SCOPE OF SERVICES / SPECIFICATIONS)  
ITN-DOT- 18/19-1017BT**

**COUNTIES: POLK, MANATEE, HARDEE, HIGHLANDS, SARASOTA, DESOTO,  
OKEECHOBEE, CHARLOTTE, GLADES, LEE, HENDRY AND COLLIER.**

**I. DESCRIPTION**

District Wide Appraisal Vendor Services are required in connection with acquisition of Rights-of-Way. Services shall include, but are not limited to:

- a) Preparing estimates of market value of all real estate interests pertinent to assigned projects.
- b) Reporting estimates of market value of all real estate interests pertinent to assigned projects.
- c) Updating work assignments as required.
- d) Management and administration of subconsultants for Land Planning, Engineering, Traffic Engineering, Architectural, Market Studies, Cost-to-Cure Estimates, and/or other specialty services as may be required to complete the Scope of Services / Specifications for assigned work. The Vendor shall be responsible for all work necessary and incidental to the completion of said items for assigned projects unless otherwise noted herein.

**II. OBJECTIVES**

The Vendor will perform all services necessary to make estimates of market value and prepare written appraisal reports and/or required updates for all real estate interests for parcels within assigned projects. Elements of work may include preparing appraisal reports, comparable sales data books, required updates as applicable for the referenced project, and other services as referenced within this Scope of Services / Specifications.

All appraisal services (appraisal reports, update reports, data books and/or other specialty services as may be required to complete the Scope of Services/Specifications for assigned work shall be performed and all prepared in conformance with the Uniform Standards of Professional Appraisal Practices (USPAP), FDOT Supplemental Standards (FSS's - Section 6.2 of the FDOT Right of Way Manual), Topic 575-000-000, Directives and Interim Directions, the District Appraisal Guidelines (DAG's) and Appraisal Delivery and Distribution for In-House Review (Guidance Document #3) and for Fee Review (Guidance Document #4) which, by reference, are made a part of this Agreement. Upon request, copies of said FDOT Standards, Directives, Interim Directives, Guidelines and Guidance Documents will be provided to the Vendor by the Deputy Right of Way Manager-

Valuation (DRWM-V) or his/her designee. Any future changes to said writings will also be provided to the Vendor by the Deputy Right of Way Manager-Valuation (DRWM-V). Most changes are expected to be minor and will not result in additional costs to the Vendor. Changes to the referenced writings that do not result in additional costs to the Vendor must be followed by the Vendor in any future work provided under the terms of this agreement. Receipt of changes by the Vendor that cannot be followed without causing undue additional costs to the Vendor should be immediately brought to the Deputy Right of Way Manager-Valuation (DRWM-V) attention. The Vendor shall, in writing, request a waiver in the implementation of the changes and a request for additional funds to incorporate the changes. The Right of Way Appraiser II-Valuation will make a decision to grant a waiver or pay additional funds to incorporate changes to said writings.

### III. DEFINITIONS

- A. Acceptance: When the data book and/or appraisals have been reviewed by a Department employee, and determined to be in compliance with the USPAP, current FDOT Supplemental Standards, Directives and/or Interim Directions, and District Appraisal Guidelines by the Department.
- B. Appraisal: A written report independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.
- C. Appraisal Delivery and Distribution: Written instructions (Guidance Document #3 and #4;(GD3 and GD4)) prepared by the Deputy Right of Way Manager- Valuation (DRWM-V) or his/her designee and/or the Right of Way Appraiser II-Valuation, for the purpose of providing assistance and guidance to the Vendor concerning appraisal reports/assignments delivery to District One. Guidance Documents #3 and #4 are updated as necessary and by reference are made a part of this Agreement.
- D. Appraisal Research Assistant: The individual researcher who may assist the Appraiser of Record. There are no minimum qualification requirements for Appraisal Research Assistant.
- E. Appraiser of Record: The individual appraiser appointed by the Vendor to perform all appraisal work for this project and whose qualifications and expertise will be evaluated in the selection process. The Appraiser of Record shall be a State Certified General Appraiser with three or more years experience in eminent domain appraising. Nothing herein shall be construed to prevent other persons from assisting the Appraiser of Record in performing the appraisal work providing **that such assistance does not require the exercise of an appraiser's judgment, conclusion, or opinion.** These areas must be performed by the Appraiser of Record.
- F. Appraisal Services: This type of work is defined as the services provided by an appraiser to the State of Florida Department of Transportation. Appraisal Services include: "Appraisal Assignments" in which a person is employed, or retained, to act as a disinterested third party in rendering objective and unbiased analyses,

opinions, reviews, or conclusions relating to the nature, quality, value or utility of specified interests in, or aspects of, identified real property. Such appraisal services must be in compliance with the Uniform Standards of Professional Practice, as incorporated by reference in Section 475.628, Florida Statutes.

- G. Associate Appraiser: An individual appraiser who may assist the Appraiser of Record. The Associate Appraiser shall be a registered or licensed appraiser. (See III, E above.)
- H. Comparable Sales Data Book: A compilation, under separate cover, of the data representing the Vendor's research, investigation efforts, and analyses supporting various conclusions from the local real estate market.
- I. Deputy Right of Way Manager-Valuation (DRWM-V): The manager of all Appraisal and Appraisal Review activities in District One, responsible for the preparation, monitoring and payment of contractual agreements between the Department and the Vendor.
- J. District Appraisal Guidelines (DAG's): A compilation of written instructions prepared by the Deputy Right of Way Manager- Valuation (DRWM-V) and/or the Right of Way Appraiser II-Valuation, for the purpose of providing assistance and guidance to the Consultant concerning District One appraisal work. The District Appraisal Guidelines are updated as necessary and by reference are made a part of this Agreement.
- K. FDOT Directives and Interim Directions: Writings of such importance to the Department that they are issued as the need for direction are determined. Directives and/or Interim Directions are temporary in nature and expire on designated dates, upon the issuance of revised/new procedures, or FDOT Supplemental Standards. While in effect, Directives and/or Interim Directions carry the same weight, as do FDOT Supplemental Standards. By reference, directives, and/or Interim Directions are made a part of this Agreement.
- L. FDOT Topic 575-000-000, Section 6.1 and 6.2: Section 6.1 addresses FDOT appraisal review requirements. Section 6.2 addresses FDOT appraisal requirements. Section 6.2 is often referred to as the Florida Supplemental Standards (FSS's) to the Uniform Standards of Professional Appraisal Practice (USPAP). The FSS's address the Department's expanded appraisal requirements over and above those set forth in the USPAP. The FSS's are prepared in accordance with the Supplemental Standards provisions of the USPAP. By reference, the FSS's are made a part of this Agreement.
- M. Letter of Authority: The LOA identifies the parcels and / or Data Book to be assigned and provides the amount of compensation to be paid for the work to be provided. (See Item W below, Task Work Order).
- N. Letter Update: A letter update may be requested if it appears that there has been no change, or only an insignificant change in the property, or market conditions, between, the date of the last appraisal report and the present time.

- O. Notice to Proceed: A document notifying the Vendor that the District Wide contract has been executed and reports the start and end date of the contract. This document indicates that the District Wide contract is open and available for future work assignments upon execution of a Letter of Authority for a specific project.
- P. Parcel: A tract of land identified by the Department for Acquisition as a portion of the right of way for a transportation project.
- Q. Parent Tract: A tract of land from which the Department is seeking to acquire a parcel for transportation purposes, sometimes referred to as the “larger parcel.”
- R. Quality Assurance Plan: A written or electronic document prepared by the Vendor, which itemizes the steps taken by the Vendor to ensure: 1) That the appraisal report is delivered in a timely manner and, 2) The product has been adequately checked to ensure that it meets all FDOT requirements prior to delivery. See Section VII. D.
- S. Right of Way Appraiser: The Department employee who is responsible for the technical input involving contractual agreements and for the review and approval of the work product prepared by Vendors
- T. Right of Way Appraiser II-Valuation: The Department employee who is responsible for the overall quality and content of appraisal reports
- U. Review Appraiser: A Department employee responsible for the review and approval of appraisal work products prepared by a Vendor (Consultant). (See III S) This individual may be Department employee, or a Vendor (Consultant) assigned by the Department to assist the Department employee.
- V. Subconsultant: An individual, or firm, hired by the Vendor to provide assistance to the Vendor in preparing the Vendor’s work product. The Vendor is responsible for hiring, supervising and paying any subconsultant deemed necessary. The Vendor is responsible for the work product of any subconsultant hired by the Vendor. All subconsultants hired by the Vendor must be approved, in writing, by the Department before they are hired by the Vendor. Under normal circumstances, late delivery or inadequacy of subconsultant’s work product will not be considered as justification for late delivery by the Vendor. Subconsultants are not needed when the Appraisers of Record are competent to perform the work that a subconsultant would perform.
- W. Task Work Order – A document authorizing specific work assignments which establishes the delivery date for the assignment and the agreed to fee for performing the assignment. The document also reflects the dollars previous spent on the specified project, and the remaining available funds. Task work orders are tied to a specific Letter of Authority for each project being worked on. Work by the Vendor cannot commence prior to the execution of a Task Work Order.
- X. 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.

- Y. Vendor: The firm, or individual appraiser, entering into agreement with the Department to provide appraisal services. If a firm enters into an agreement with the Department for services to be rendered as specified in the Scope of Services / Specifications, an Appraiser of Record will be designated. Should an individual enter into an agreement with the Department for services to be rendered as specified in the Scope of Services/Specifications, the individual will be considered the Appraiser of Record. For the purpose of this Agreement, the term Vendor and "Appraiser of Record" are synonymous.

#### **IV. PROVISIONS FOR WORK**

- A. All written appraisal reports, comparable sales data books and updated reports, shall be prepared in compliance with the USPAP, current FDOT Supplemental Standards, Directives and/or Interim Directions, and District Appraisal Guidelines.
- B. The Department requires all appraisal services to be submitted in an electronic format unless otherwise instructed by the Department.

#### **V. BASIC SERVICES**

- A. Support Services: Services beyond the professional ability of the Vendor in the area of professional services shall not be performed by the Appraiser of Record. In these instances, the Vendor, shall obtain the necessary services of a qualified, licensed, sub-consultant to support their appraisal. All subconsultant work products must be reviewed by the consultant for accuracy, and a determination of adequacy. Once accepted by the consultant, the consultant assumes full responsibility for the subconsultant's work product.
- B. Delivery of Comparable Sales Data Book: The Vendor shall deliver a comparable sales data book and supplements thereto, if any, to the Deputy Right of Way Manager-Valuation (DRWM-V). The Department shall set forth a due date for the data book in the Task Work Order. Each subsequent submittal of additions to a Data Book must be accompanied by a letter of transmittal which lists the contents of the transmitted data. (All appraisal services, including sales data books, must be delivered in an electronic format unless otherwise instructed by the Department).
1. The requirement for the submittal of Comparable Sales Data Books may be waived. If, during negotiations, it is determined that a Data Book is not needed, the Vendor must provide the comparable sale sheets, sketches, photographs and location maps for the sales used in each report. The vendor must also include copies of any sub-consultant work products, special studies, etc. This information shall be provided in the addenda of the appraisal report.



**C. Delivery of Written Appraisal Reports:**

1. Appraisal Services: The Vendor shall perform, or have performed, all identified services shown on the approved District One Scope of Services Form, when preparing an estimate of market value for parcels identified on Form "D," and the District One Scope of Services Form. District One (1) requires both electronic and hard copy delivery of reports. The Vendor shall deliver **one (1) or two (2) Appraisal Reports if there is administrative review, for each parcel to the Deputy Right of Way Manager-Valuation (DRWM-V)**, along with electronic delivery of said reports. **Once the appraisal is approved, the Vendor will transmit three (3) hard copies and one (1) electronic copy to the Department. (See Section III, C.)**
2. The Vendor shall submit the complete written appraisal report to the Department before 5:00 p.m. on the delivery date set forth in the Task Work Order.
3. The Department may, at its option, extend a delivery date to a later date.
4. Any request for an extension must be submitted by the Vendor in writing, to the Deputy Right of Way Manager-Valuation (DRWM-V). The request must be received before the scheduled delivery date. Extensions requested by the Vendor are normally only granted when a delay was caused by the Department. Unless caused by the Department, a delay by a sub-consultant to provide needed data to a Vendor will not be considered as a reason for granting an extension.
5. The District shall acknowledge acceptance, or denial, of the Vendor's written request for an extension.

**VI. OPTIONAL SERVICES**

Optional Services shall be performed at the direction of the Department's Deputy Right of Way Manager-Valuation (DRWM-V) or District General Counsel. No work shall begin on Optional Services until a Task Work Order is issued in writing by the Deputy Right of Way Manager-Valuation (DRWM-V), or a Notice to Proceed by the General Counsel. Sections A and C, under Basic Services, Section V, also apply to Optional Services.

- A. Updates: The Vendor may be required to update the estimate of market value for designated parcels and, by the designated delivery date, deliver the updated report to the Deputy Right of Way Manager-Valuation (DRWM-V). See Section IX B (All appraisal services must be delivered in an electronic format unless otherwise instructed by the Department).
- B. Added or Revised Parcels: The Department, as necessary, may add new parcels to be appraised, or request revisions to existing appraisals. Work to be performed, and delivery dates, will be established in a Task Work Order to the Vendor.

C. Litigation Support Services: The Vendor, and his or her Subconsultant(s), may be required to perform litigation support services on those parcels set forth by the Department. If notified by the Department, in writing via an Expert Witness Contract, the Vendor and Subconsultant agrees to provide Litigation Support Services at an hourly rate that currently does not exceed \$140.00 per hour for Engineers, CPA's, Land Planners, and Appraisers. All other sub-consultants agree to provide Litigation Support Services at an hourly rate that currently does not exceed \$125.00 per hour. **Litigation Services will be obtained via Expert Witness Contracts issued by the District General Counsel.** Litigation services may include, but are not limited to, the following:

1. Pre-trial or pre-hearing preparation.
2. Participation in mediation proceedings.
3. Preparation of court exhibits.
4. Attendance at depositions, pre-trial hearings, or other court hearings.
5. Appearance at Order of Taking hearings or trials.
6. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the Department's position in court (planning, engineering, architectural, etc.). (See Exhibit "C")

## VII. GENERAL

- A. Meetings: The Vendor agrees to meet with Department personnel, at the discretion of the Deputy Right of Way Manager-Valuation; Right of Way Appraiser II-Valuation, or his/her designee to discuss concerns and/or the progress of appraisal assignments. These meetings shall be at no cost to the Department.
- B. Appraisals for Property Owners: The Vendor and Sub-consultants agrees not to engage in any property owner appraisal work on this project without the written consent of the Deputy Right of Way Manager-Valuation (DRWM-V).
- C. Sub-consultants: When necessary, the Vendor may employ qualified sub-consultants that are necessary for the completion of services outlined herein. For each sub-consultant, the Vendor shall submit the name, address, and qualifications of the sub-consultant and receive prior written approval from the Deputy Right of Way Manager-Valuation (DRWM-V) to employ the sub-consultants. Sub-consultants may be changed, but only after written approval is provided by the Deputy Right of Way Manager-Valuation (DRWM-V). Vendor will be responsible for the management, scheduling, and administration of all sub-consultants, including payment to the sub-consultants. Under normal circumstances, a late or erroneous work product by a sub-consultant will not be the cause for a delivery date extension or a waiver of a late penalty.

D. Quality Assurance Program:

1. Quality Assurance Review (QAR): The Vendor shall develop and conduct in-house QAR to make certain its own organization is in compliance with the requirements of the USPAP, FDOT Supplemental Standards, Directives and/or Interim Directions, District Appraisal Guidelines and provisions of this Agreement.
2. Quality Assurance Plan (QAP): The Vendor's QAP shall detail, in writing, the procedures, evaluation criteria, and instructions to its organization to assure conformance with this Agreement. Significant changes to the work requirements may require the Vendor to revise its QAP. It shall be the responsibility of the Vendor to keep its QAP current with the work requirements and to assure that the plan is followed. Copies of the QAP must be submitted to the Deputy Right of Way Manager-Valuation (DRWM-V), for approval by the Right of Way Appraiser II-Valuation. See ITN Special Conditions, Item 6, Proposed Negotiation Process, Step 6. Any subsequent revisions to the Vendor's QAP must be submitted for approval by the Deputy Right of Way Manager-Valuation (DRWM-V).

**VIII. DEPARTMENT RESPONSIBILITIES**

- A. The Deputy Right of Way Manager-Valuation (DRWM-V) will administer the Non-Technical portion of the Appraisal Services Contract. This includes the preparation of the contract, any revisions thereto, monitoring of due and delivery dates and the processing of invoices.
- B. The Department will identify and provide a Right of Way Appraiser/Review Appraiser, for assuring compliance with the technical terms and requirements of this agreement. The Department reserves the right to change the Right of Way Appraiser/Review Appraiser, at any time.
- C. The Department, at its option, may delegate any, or most, Department functions and responsibilities to a General Consultant Firm or a Vendor.
- D. The Department will make available to the Vendor a set of Right-of-Way Maps, Title Search, Construction Plans, Florida Supplemental Standards to the USPAP, Directives & Interim Directions and the District Appraisal Guidelines.

**IX. VENDOR PERFORMANCE**

- 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 \_\_\_\_\_ as the Appraiser(s) of Record, to perform all the appraisal services specified herein. The firm may have more than one Appraiser of Record, but any Appraiser of Record used under this contract must be approved by the Deputy Right of Way Manager-Valuation (DRWM-V), in writing, prior to being utilized.
  
- B. The Appraiser(s) of Record shall personally perform all those services requiring the exercise of an Appraiser's judgment, or those services which require an Appraiser's conclusion or opinion. Such services include, but are not limited to the determination of adequacy of appraisal approaches, highest and best use, compliance with local ordinances, comparability of sales, the random verification of market data (including motivation or arm's length nature of sales), and correlation of market data, or approaches to an estimate of market value. (See III, Definitions, sub-paragraph E.)
  
- C. The Appraiser(s) of Record may use support services of others, but these services must be performed under the Appraiser of Record's supervision. Such services may include, but are not necessarily limited to search of public records for sales data, and preliminary verification of sales; gathering of site, neighborhood, or other area data; securing maps, plats, ordinances, zoning information or the other documents; or any other service related to gathering of factual information. (See III, Definitions, sub-paragraph E.)
  
- D. The Appraiser(s) of Record may employ qualified outside Subconsultants, providing the Vendor receives prior written approval from the Department to employ the Subconsultant(s).
  
- E. The Department and the Vendor recognize that continued and uninterrupted performance of the specified services are essential. Therefore, it is further agreed between the parties that in the event the Appraiser(s) of Record, (AOR) \_\_\_\_\_ (Name) \_\_\_\_\_ leaves the Vendor's employ, the Vendor shall assign this agreement, without limitation to \_\_\_\_\_ (Name of AOR) \_\_\_\_\_ or the company employing said individual.

Firm Officer Signature: \_\_\_\_\_

Typed or Printed Name of Firm Officer: \_\_\_\_\_

Title of Firm Officer: \_\_\_\_\_

Appraiser of Record's Signature: \_\_\_\_\_

Typed or Printed Name of Appraiser of Record: \_\_\_\_\_

**Note: Page A-9, Section IX, items A and E are to be completed by the Short-Listed vendors and returned to the Department at the time of the Oral Presentation. This page will become part of this District Wide contract.**

**INVITATION TO NEGOTIATE  
DISTRICT WIDE APPRAISAL & REVIEW SERVICES  
EXHIBIT "A-R" (Review)  
SCOPE OF SERVICES / SPECIFICATIONS  
ITN-DOT- 18/19-1017BT**

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**EXHIBIT "A-R" (REVIEW)  
SCOPE OF SERVICES / SPECIFICATIONS  
DISTRICT WIDE APPRAISAL & REVIEW SERVICES  
Project Description  
ITN-DOT- 18/19-1017BT**

**COUNTIES: POLK, MANATEE, HARDEE, HIGHLANDS, SARASOTA, DESOTO,  
OKEECHOBEE, CHARLOTTE, GLADES, LEE, HENDRY AND COLLIER.**

**I DESCRIPTION**

District Wide Review Services are required in connection with future acquisitions of Right of Way. Services shall include but are not limited to:

- a) Review of comparable sales data sheets and/or project data books, market studies, appraisal reports, etc., for accuracy and compliance with Department requirements.
- b) Requesting and obtaining necessary corrections and/or additional data for appraisal reports, writing Review Appraiser's Statements that suggest compensation due to the property owner, which are based on market data, and when requested by the Deputy Right of Way Manager-Valuation (DRWM-V) preparation of Review Appraiser's Reports which reflect suggested compensation. The Vendor will be responsible for all work necessary and incidental to the completion of said items unless otherwise noted herein.

**II OBJECTIVES**

The Vendor will perform all Review Services necessary to assure that assignments specified within this Scope of Services are completed within the specified time limits, comply with Department procedures, guidelines, and suggested compensations are supported by market data.

All Review Services shall be performed and all appraisal reports, update reports, and data books are to be reviewed in conformance with the Uniform Standards of Professional Appraisal Practices (USPAP), FDOT Supplemental Standards (FSS's) Sections 6.1 and 6.2 of the FDOT Right of Way Manual, Topic 575-000-000, Directives and Interim Directions, the District Appraisal Guidelines (DAG's), Review Instructional Memos (RIM's) and Appraisal Delivery and Distribution for In-House Review (Guidance Document #3) and for Fee Review (Guidance Document #4) which, by reference, are made a part of this Agreement. Upon request, copies of said Section 6.1 and 6.2 of the Right of Way Manual, Directives, Interim Directions, Guidelines and Guidance Documents will be provided to the Vendor by the Deputy Right of Way Manager-Valuation (DRWM-V) or his/her designee. Any future changes to said writings will also be provided to the Vendor by the Deputy Right of Way Manager-Valuation (DRWM-V). Most changes are expected to be minor and will not result in additional costs to the Vendor. Changes to the referenced writings that do not result in additional costs to the Vendor must be followed by the Vendor in any future work provided under the terms of this agreement. Receipt of changes by the Vendor that cannot be followed without causing undue additional costs to the Vendor should be immediately brought to the attention of the Deputy Right of Way Right of Way Manager- Valuation (DRWM-V). The Vendor

shall, in writing, request a waiver in the implementation of the changes and a request for additional funds to incorporate the changes. The Right of Way Appraiser II-Valuation will make a decision to grant a waiver or pay additional funds to incorporate changes to said writings.

### III DEFINITIONS

- A. Acceptance: When the data book and/or appraisals have been reviewed by a Department employee and determined to be in compliance with the USPAP, current FDOT Supplemental Standards, Directives and/or Interim Directions, and District Appraisal Guidelines by the Department.
- B. Appraisal: A written report independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.
- C. Appraiser of Record: (Performing review assignments) An individual, appointed by the Vendor to perform all review work for this District Wide Contract and whose qualifications and expertise will be evaluated in the selection process. The Appraiser of Record shall be a State Certified General Appraiser with three or more years' experience in eminent domain appraising, plus have had experience as a review appraiser. Nothing herein shall be construed to prevent other persons from assisting the Appraiser of Record in performing the review work providing that such assistance does not require the expertise of an appraiser's judgment, conclusion, or opinion. These areas must be performed by the Appraiser of Record.
- D. Appraisal Delivery and Distribution: Written instructions (Guidance Document #3 and #4;(GD3 and GD4)) prepared by the Deputy Right of Way Manager-Valuation (DRWM-V) or his/her designee and/or the Right of Way Appraiser II-Valuation, for the purpose of providing assistance and guidance to the Vendor concerning approved appraisal reports/assignments delivery to District One. Guidance Documents #3 and #4 are updated as necessary and by reference are made a part of this Agreement.
- E. Appraisal Services: This type of work is defined as the services provided by an appraiser to the State of Florida Department of Transportation. Appraisal Services include: "Appraisal Assignments" in which a person is employed or retained to act as a disinterested third party in rendering objective and unbiased analyses, opinions, reviews, or conclusions relating to the nature, quality, value or utility of specified interests in, or aspects of, identified real property. Such appraisal services must be in compliance with the Uniform Standards of Professional Practice, as incorporated by reference in Section 475.628, Florida Statutes.
- F. Assignment: The review of one or more appraisal reports, data books, assigned to one Vendor under this District Wide Contract.



- G. Basic Services: Those work activities associated with the review of a written appraisal report and/or a Comparable Sales Data Book prepared by others, for negotiation purposes, obtaining any necessary corrections and/or additional data, and preparation/submission of a RAS with suggested compensation. Subsequent reviews of updated, or revised appraisal reports, previously reviewed by the Vendor are considered Optional Services.
- H. Comparable Sales Data Book: 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.
- I. Deputy Right of Way Manager-Valuation (DRWM-V): The manager of all Appraisal and Appraisal Review activities in District One, who is responsible for the preparation of, the monitoring of, and payment of contractual agreements between the Department and the Vendor.
- J. District Appraisal Guidelines (DAG's): A compilation of written instructions prepared by the Deputy Right of Way Manager-Valuation (DRWM-V) and/or the Right of Way Appraiser II-Valuation, for the purpose of providing assistance and guidance to the Vendor concerning District One appraisal work. The District Appraisal Guidelines are updated as necessary and by reference are made a part of this Agreement.
- K. FDOT Directives and Interim Directions: Writings of such importance to the Department that they are issued as the need for direction is determined. Directives and/or Interim Directions are temporary in nature and expire on designated dates, upon the issuance of revised/new procedures, or FDOT Supplemental Standards. While in effect, Directives and/or Interim Directions carry the same weight as do FDOT Supplemental Standards. By reference, directives, and/or Interim Directions are made a part of this Agreement.
- L. FDOT Topic 575-000-000, Section 6.1 and 6.2: Section 6.1 addresses FDOT appraisal review requirements. Section 6.2 addresses FDOT appraisal requirements. Section 6.2 is often referred to as the Florida Supplemental Standards (FSS's) to the Uniform Standards of Professional Appraisal Practice (USPAP). The FSS's address the Department's expanded appraisal requirements over and above those set forth in the USPAP. The FSS's are prepared in accordance with the Supplemental Standards provisions of the USPAP. By reference, the FSS's are made a part of this Agreement.
- M. Letter of Authority: The LOA identifies the parcels and / or Data Book to be reviewed, and provides the amount of compensation to be paid for the work to be provided. (See III, Y below)
- N. Letter Update: A letter update may be requested if it appears that there has been no change, or only an insignificant change in the property, or market conditions, between, the date of the last appraisal report and the present time. Letter updates must be reviewed and made part of the last appraisal (full report) prepared by said Appraiser

- O. Notice to Proceed: A document notifying the Vendor that the District Wide contract has been executed and reports the start and end date of the contract. This document indicates that the District Wide contract is open and available for future work assignments upon execution of a Letter of Authority for a specific project.
- P. Parcel: A tract of land identified by the Department for acquisition as a portion of the right of way for a transportation project
- Q. Parent Tract: A tract of land from which the Department is seeking to acquire a parcel for transportation purposes, sometimes referred to as the “larger parcel.”
- R. Quality Assurance Plan: A written, or electronic, document prepared by the Vendor, which itemizes the steps taken by the Vendor to ensure: 1) That the reviewed product is delivered in a timely manner and, 2) The product has been adequately checked to ensure that it meets all FDOT requirements prior to delivery. (See Section VII C2.)
- S. Right of Way Appraiser: The Department employee who is responsible for the technical input involving contractual agreements and for the review and approval of the work product prepared by the Consultant. This individual may be Department Employee, or a Vendor assigned by the Department to assist the staff member.
- T. Right of Way Appraiser II-Valuation: The Department employee who is responsible for the overall quality and content of appraisal reports.
- U. Review Appraiser: A Department employee responsible for the review and approval of appraisal work products prepared by a Vendor (Consultant). This individual may be Department employee, or a Vendor (Consultant) assigned by the Department to assist the Department employee
- V. Review Appraiser’s Report: (RAR) A method described in Section 6.1 of Topic 575-000-000 which is used by a Vendor, with the concurrence of the Deputy Right of Way Manager-Valuation (DRWM-V), or his / her designee, to arrive at a suggested compensation to the landowner which may differ from the estimated value established by the Appraiser.
- W. Review Appraiser’s Statement (RAS): A form identified in Section 6.1 of Topic 575-000-000. This form is completed by the Vendor to suggest compensation to landowners from which the Department is proposing to acquire property.
- X. Review Instructional Memoranda (RIM’s): A compilation of written instructions prepared by the Deputy Right of Way Manager-Valuation (DRWM-V) and / or the Right of Way Appraiser II-Valuation for the purpose of providing assistance and guidance to the Review Appraiser. The Review Instructional Memoranda are by reference made a part of this Agreement.

- Y. Task Work Order – A document authorizing specific work assignments which establishes the delivery date for the assignment and the agreed to fee for performing the assignment. The document also reflects the dollars previously spent on the specified project, and the remaining available funds. Task work orders are tied to a specific Letter of Authority for each project being worked on. Work by the Vendor cannot commence prior to the execution of the Task Work Order. (See III M above)
- Z. 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.
- AA. Vendor: The firm, or individual performing review assignments, entering into agreement with the Department to provide review appraisal services. If a firm enters into an agreement with the Department for services to be rendered as specified in the Scope of Services / Specifications, an Appraiser of Record will be designated. Should an individual enter into an agreement with the Department for services to be rendered as specified in the Scope of Services/Specifications, the individual will be considered the Appraiser of Record. All services under this agreement will be performed by the Appraiser of Record. Once selected, the Appraiser of Record cannot be changed without the written approval of the Department. For the purpose of this Agreement, the term Vendor and “Appraiser of Record” are synonymous.

#### IV. PROVISIONS FOR WORK

- A. Appraisal Reports: The Vendor shall review all appraisal reports assigned via a Task Work Order under this agreement, for compliance with the USPAP, Topic 575-000-000, Section 6.2, Directives and/or Interim Directions, District Appraisal Guidelines, Review Instructional Memorandums, the appraiser’s contractual agreement, including the proper use of the designated sub-consultant tasks, and generally accepted appraisal practices.
- B. Project Data Book including Market Studies: The Vendor shall review all project data books and/or market studies assigned via a Task Work Order under this agreement for compliance with the USPAP, Topic 575-000-000, Section 6.2, Directives and/or Interim Directions, District Appraisal Guidelines, Review Instructional Memorandums and the Vendor’s contractual agreement.
- C. Updates: The Vendor shall review all updated appraisal reports assigned via a Task Work Order under this agreement or for compliance with the USPAP, FDOT Supplemental Standards, Directives and/or Interim Directions, District Appraisal Guidelines, Review Instructional Memorandums and the appraiser’s contractual agreement.
  - 1. Unless stated otherwise in the Task Work Order, **30 days will be allotted for the fee review of each parcel, Data Book, or Market Study.**

2. The Department requires all appraisal services, including Review Appraiser's Statements to be in an electronic format unless otherwise instructed by the Department.

## V. BASIC SERVICES

- A. Upon completion of the initial review of work products listed in IV above, the Vendor will obtain any necessary corrections and/or additional data required from the Appraiser.
- B. The Vendor shall transmit acceptable Project Data Books, and market studies to the Department's Deputy Right of Way Manager-Valuation (DRWM-V) via separate memoranda, indicating that the product has been reviewed, found to be in compliance with Department requirements, and is suggested for acceptance by the Department. This memorandum will accompany the transmitted data book/market study package. (All appraisal services must be delivered in an electronic format unless otherwise instructed by the Department. See III D.)
- C. In accordance with Section 6.1 of Topic 575-000-000 and with the District's Review Instructional Memoranda, the Vendor shall prepare a Review Appraiser's Statement which will accompany the acceptable appraisal reports. The reviewed reports, with the separate Review Appraiser's Statements, will be transmitted to the Deputy Right of Way Manager-Valuation (DRWM-V). A transmittal memorandum for each appraisal being transmitted will provide the project and parcel identification numbers, and the names of the Appraiser and the Department's representative. The memorandum will indicate that the Vendor has reviewed the report, found it to be in compliance with the (USPAP), FSS's Section 6.2 of the FDOT Right of Way Manual, Topic 575-000-000, Directives and Interim Directions, and the District Appraisal Guidelines (DAG's) Review Instructional Memos (RIM's) and Scope of Services Form. It must also state the contractual requirements for the Appraiser of Record and designated sub-consultant are completed and consistent with services requested by the Department.

A fee review appraiser must indicate "suggested compensation" on the RAS. Only a Department employee can establish recommended compensation.

- D. If the Vendor is unable to concur with the appraiser's estimate of compensation, and has exhausted all avenues of reconciliation with the Appraiser, the Vendor shall advise the Staff Reviewer, by memorandum, explaining why the Vendor is unable to concur with the appraiser's estimate of compensation. The memorandum must also document the steps taken by the Vendor to overcome the concerns. If advised to do so, in writing, by the Deputy Right of Way Manager-Valuation (DRWM-V) or his / her designee, the Vendor shall prepare a Review Appraiser's Report (RAR), in accordance with Section 6.1 of Topic 575-000-000. The Vendor's RAR will provide the Department with the Vendor's estimated suggested compensation.

- E. The Vendor will analyze the effect of the acquisition on the remaining property and determine the applicability of an Uneconomic Remnant. If the remainder, or a portion of the remainder, is determined by the Vendor to meet the Uneconomic Remnant requirements set forth in Section 6.1 of Topic 575-000-000, the Vendor will so indicate in the Review Appraiser's Statement.
- F. Delivery of Assignments to Vendor: District One requires both electronic and hard copy delivery of reports to FDOT by 5:00 PM by the established due dates. Additionally, the Vendor (Fee Appraiser) will deliver the Initial electronic copies to the Vendor (Fee Reviewer). The Vendor (Fee Appraiser) will also send hard copies to the Fee Reviewers if they request it. (See Section III D.)

## VI. OPTIONAL SERVICES

Optional Services shall be performed at the direction of the Department's Deputy Right of Way Manager-Valuation (DRWM-V). No work shall begin on these Optional Services until a Task Work Order is issued in writing by the Deputy Right of Way Manager-Valuation (DRWM-V).

- A. Updates: The Vendor may be required to review updated appraisal reports due to a time lapse, map revisions or changes on the property. Updated reports will be reviewed and processed in the same manner as original basic services appraisal reports.
- B. Review of Property Owner Appraisals: The Vendor may be requested to review property owner appraisal reports if same are received during the negotiation process. The review of property owner reports received for negotiation purposes will be added to the Vendor's assignment by means of an LOA and a Task Work Order. The land owner reports will require a review process in the same manner as is required for the review of the Department's appraisal report with the following exception: **The Vendor is not to contact, or request corrections and/or additional data, from the property owner's appraiser.**
- C. Litigation Support Services: The Vendor may be required to perform litigation support services on those parcels set forth by the Department. If notified by the Department, in writing via an Expert Witness Contract, the Vendor agrees to provide Litigation Support Services up to, and including the date of completion of Litigation at a rate that currently does not exceed \$140.00 per hour for services required. **Litigation Services will be obtained via an Expert Witness Contract issued by the District General Counsel.** Litigation services may include, but are not limited to, the following:
  - 1. Pre-trial or pre-hearing preparation
  - 2. Participation in mediation proceedings
  - 3. Preparation of court exhibits
  - 4. Attendance at depositions, pre-trial hearings, or other court hearings
  - 5. Appearance at Order of Taking hearings or trials
  - 6. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the Department's position in court (planning, engineering, architectural, etc.) (See Exhibit "C")

## VII. GENERAL

- A. Meetings: The Vendor agrees to meet with Department personnel, at the discretion of the Deputy Right of Way Manager, Valuation or the Right of Way Appraiser II-Valuation, to discuss concerns and/or the progress of the review appraisal assignment. These meetings shall be at no cost to the Department.
- B. Appraisals for Property Owners: The Vendor agrees not to engage in any property owner appraisal work on this project without the written consent of Right of Way Manager-Valuation.
- C. Quality Assurance Program:
  - 1. Quality Assurance Review (QARs): The Vendor shall develop and conduct in-house QARs to make certain its own organization is in compliance with the requirements of Section 6.1 and 6.2 of Topic 575-000-000, the Directives and/or Interim Directions, District Appraisal Guidelines, Review Instructional Memoranda, and provisions of the Contract.
  - 2. Quality Assurance Plan (QAP): The Vendor's QAP shall detail, in writing, the procedures, evaluation criteria and instruction to its organization to assure conformance with this Agreement. Significant changes to the work requirements may require the Vendor to revise its QAP. It shall be the responsibility of the Vendor to keep its written QAP current with the work requirements and to assure that the plan is followed. Copies of the QAP must be submitted to the Deputy Right of Way Manager-Valuation (DRWM-V), for approval by the Right of Way Appraiser II-Valuation. See ITN Special Conditions, Item 6, Proposed Negotiation Process, Step 6. Any subsequent revisions to the Vendor's QAP must be submitted for approval by the Deputy Right of Way Manager-Valuation (DRWM-V).

## VIII. DEPARTMENT RESPONSIBILITIES

- A. The Deputy Right of Way Manager-Valuation (DRWM-V) will administer the non-technical portion of the Fee Review Appraisal Services Contract. This includes the preparation of the contract, any revisions thereto, monitoring of due and delivery dates and the processing of invoices.
- B. The Department will identify and provide a Right of Way Appraiser, for assuring compliance with the technical terms and requirements of this agreement. The Department reserves the right to change the Right of Way Appraiser, at any time.
- C. The Department, at its option, may delegate any, or most, Department functions and responsibilities to a General Consultant Firm or Vendor.
- D. The Department will make available to the Vendor a set of Right-of-Way Maps, Title Search, and Construction Plans, Section 6.1 and 6.2 of Topic 575-000-000, Directives and Interim Directions, the District Appraisal Guidelines, the District Review Instructional Memoranda, Guidance Documents, copies of the Appraiser's contract including contractual agreements set forth on the District One Scope of Services Form in electronic format unless otherwise deemed necessary.

**IX. VENDOR'S PERFORMANCE**

- A. The performance of the services set forth herein requires the expertise of an individual Review 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 \_\_\_\_\_ (NAME) \_\_\_\_\_ as the Appraiser of Record to perform all the appraisal review services specified herein.
  
- B. The designated Appraiser of Record shall personally perform all those services requiring the expertise of a Review Appraiser's judgment and those services which require a Review Appraiser's conclusion, or opinion. Such services include, but are not limited to the determination of adequacy of appraisal approaches, highest and best use, compliance with local ordinances, comparability of sales, the random verification of market data (including motivation or arm's length nature of sales), and correlation of market data, or approaches to value, used to arrive at an estimate of market value.
  
- C. The Appraiser of Record may use support services which may be performed by an individual other than the Appraiser of Record, but must be performed under the Appraiser of Record's supervision. Such services may include, but are not necessarily limited to search of public records for sales data, and preliminary verification of sales; gathering of site, neighborhood, or other area data; securing maps, plats, ordinances, zoning information or the other documents; or any other service related to gathering of factual information.
  
- D. 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 Appraiser/s of Record, \_\_\_\_\_ NAME(S) \_\_\_\_\_, leaves the Vendor's employ, the Vendor shall assign this agreement, without limitation to \_\_\_\_\_ (APPRAISER OF RECORD'S NAME) \_\_\_\_\_ or the company employing said individual.

Firm Officer Signature: \_\_\_\_\_

Typed or Printed Name of Firm Officer: \_\_\_\_\_

Title of Firm Officer: \_\_\_\_\_

Appraiser of Record's Signature: \_\_\_\_\_

Typed or Printed Name of the Reviewer of Record: \_\_\_\_\_

**Note: Page A-R-10, Section IX, items A and D are to be completed by The Short-Listed vendors and returned to the Department at the time of the Oral Presentation. These pages will become part of the approved Contract.**



**DISTRICT WIDE APPRAISAL & REVIEW SERVICES**  
**EXHIBIT "B" (METHOD OF COMPENSATION)**  
**ITN-DOT-18/19-1017BT**

**COUNTIES: POLK, MANATEE, HARDEE, HIGHLANDS, SARASOTA,  
DESOTO, OKEECHOBEE, CHARLOTTE, GLADES, LEE,  
HENDRY, COLLIER**

**1.0 PURPOSE**

This Exhibit defines the limits of compensation to be paid to the Vendor for services set forth in Exhibit "A" and Exhibit "A-R" and the method by which payments shall be made.

**2.0 COMPENSATION**

For satisfactory performance of services detailed in Exhibit "A," the Vendor shall be paid up to a maximum amount of \$TBD. Funds will be encumbered for each Letter of Authorization.

*\*NOTE: This ceiling amount is for appraisal services detailed in Exhibit "A" and Exhibit "A-R" as this is one contract that includes both appraisal & review services.*

**3.0 PROGRESS PAYMENTS FOR BASIC SERVICES AND UPDATE REPORTS**

**3.1** The Vendor shall submit the proper number of invoices utilizing the invoice form provided by the Deputy Right of Way Manager, Valuation or his/her designee.

**3.2** Invoices should be submitted **upon request from the Department.**

**3.3** Payments shall be made at established **Lump Sum amounts indicated on the Letter of Authority (LOA) and/or the Task Work Order** (which will be provided by the Department, less any liquidated damages, upon receipt and approval of the goods and services and a properly completed invoice). (See attachments)

**The unit billing rates indicated in Exhibit "C" are established by D1 General Counsel (Legal) and are used for Litigation Support Service purposes only.**

- 3.4.1 Invoices will be processed for payment within sixty (60) calendar days of receipt of services or invoice, whichever is received later, subject to the following:
- 3.4.2 Both the services and invoice were received in a satisfactory manner and corrections and/or additional data were not required.
- 3.4.3 Invoices will be processed within the sixty (60) calendar day window if the inspection of services has not been completed, or a request for corrections and/or additional data has not been made.
- 3.4.4 If corrections and/or additional data are requested, the invoice will be processed for payment within thirty (30) calendar days of the receipt of satisfactory corrections / data.
- 3.5 The Vendor will promptly pay all sub-consultants their proportionate share of the payments received from the Department.

#### 4.0 **COMPENSATION ADJUSTMENTS**

Liquidated Damages – The Vendor may be assessed liquidated damages for late delivery of the following work products: **Appraisal Reports, Comparable Sales Data Book, and Update Reports, Completed Reviews of Appraisal Reports, Comparable Sales Data Book, Market Studies, and Update Reports.** In addition, the Vendor may be assessed liquidated damages for failure to provide, or the late delivery, of requested corrections or additional data to the following work products: **Appraisal Reports, Comparable Sales Data Book, and Update Reports, Completed Reviews of Appraisal Reports, Comparable Sales Data Book, Market Studies, and Update Reports and/or additional requested data.** Such liquidated damages will be calculated, and adjustments made to the approved invoice payments, based on the following:

- 4.1 **For late delivery of an appraisal** report, an updated report or review of an appraisal report, or failure to submit requested appraisal corrections within a total of **fourteen (14) calendar days**, 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, between the due date and the date on which the report is received, completed review is received, or between the date corrections were requested and received in the Deputy Right of Way Manager-Valuation or his/her designee (DRWM-V). **For late delivery of the Comparable Sales Data Book, Market Study**, or late delivery of requested corrections of deficiencies therein shall result in liquidated damages to the DEPARTMENT at the rate of 1 percent of the Data Book or Studies fee for each calendar day of default. If subsequent correction

requests address matters overlooked by the Department in the original request to the Vendor an additional fourteen (14) calendar days will be allowed prior to the implementation of liquidated damages.

- 4.2** Corrections and / or additional data submitted by the Vendor which, upon Department review, is determined to not properly address the Department's original concerns may result in liquidated damages even if the requested corrections and / or additional data was received within the allotted fourteen (14) calendar days. In these situations, the fourteen (14) day clock will stop on the day that the original corrections were received by the Department and will restart on the day that the Vendor is notified that the submitted data was not acceptable. E.g., if the original corrections and/ or the added data were received on the tenth (10) day but were found to be unacceptable, the Vendor would have four (4) days to submit new data before liquidated damages were applied.
- 4.3** The **fourteen (14) calendar days** discussed in paragraph 4.1. concerns the time frame applicable for applying liquidated damages. The Department expects that any requested corrections and/or additional data be submitted as quickly as possible, normally within three (3) to seven (7) calendar days. Delays in the submittal of requested corrections and/or additional data may be reflected in the Vendor's future evaluations.
- 4.4** Payment being made and the Vendor not notified of corrections until after sixty (60) calendar days from receipt of the goods and services as stated in paragraph 3.4.2 will not relieve the Vendor from making the necessary corrections and the liquidated damages provisions of this section still apply if corrections are not completed within **fourteen (14) calendar days**. Liquidated damages may be charged against any future sums owed to the Vendor by the Department or the Vendor may reimburse the Department.
- 4.5** Few, if any extensions to delivery dates will be granted unless the delay is caused by the Department.
- 5.0** **PROGRESS PAYMENTS FOR OPTIONAL SERVICES OTHER THAN UPDATE REPORTS REFLECTING NO MAJOR CHANGES**
- 5.1** Optional Services fees will be negotiated with one or more Vendors when additional services are requested. Additional services may be: Added or new parcels, map revisions affecting existing parcels which require additional Vendor work efforts above and beyond that established for "update" reports; major changes in subject property improvements which would invalidate previous reports; changes in FDOT instructions, etc.

- 5.2** The negotiated fees for optional services will be set forth in the Department's Letter of Authority. The Task Work Order will authorize work to begin, establish the requested appraisal format and delivery dates for the goods and services. The negotiated fees for optional services, for "other than update reports", will be set forth by an amendment to the Department's Letter of Authority, and an Amended Task Work Order will be issued establishing the delivery dates.
- 5.3** Invoices for optional services shall be submitted as set forth in paragraph 3.1.
- 5.4** Payments shall be made at the lump sum amounts indicated in the Letter of Authority, in effect at the time of the issuance of a Task Work Order, less any liquidated damages, upon receipt and approval of goods and services and a properly completed invoice.
- 5.5** Invoices will be processed for payment as set forth in paragraph 3.4.

**State of Florida  
Department of Transportation**



INVITATION TO NEGOTIATE

**District Wide Appraisal and Appraisal Review  
Services**

**ITN-DOT-18/19-1017BT**

**CONTACT FOR QUESTIONS:**

Belinda M. Thomas, Procurement Agent

Belinda.thomas@dot.state.fl.us

Fax: 863-519-2661

Phone: (863) 519-2207

801 North Broadway Avenue

Bartow, FL 33830

# 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 District Wide Appraisal and Appraisal Review Services. It is anticipated that the term of the agreement will be from the date of contract execution through October 31, 2021.

## 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](http://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>
<b>DEADLINE FOR TECHNICAL QUESTIONS -</b> (There is no deadline for administrative questions)	<b>5-30-2018</b>	<b>2:00 PM</b>
<b>REPLIES DUE -</b> 801 North Broadway Avenue Bartow, FL 33830	<b>6-6-2018</b>	<b>9:00 AM</b>
<b>PUBLIC OPENING (Initial Replies) -</b> 801 North Broadway Avenue Bartow, FL 33830	<b>6-6-2018</b>	<b>10:00 AM</b>
<b>PUBLIC MEETING TO SHORTLIST-</b> 801 North Broadway Avenue Bartow, FL 33830	<b>6-20-2018</b>	<b>10:00 AM</b>
<b>POSTING OF SHORTLIST ON VBS-</b>	<b>6-20-2018</b>	<b>2:00 PM</b>
<b>PUBLIC MEETING TO RANK OR SHORTLIST VENDORS -</b> 801 North Broadway Avenue Bartow, FL 33830	<b>7-9-2018</b>	<b>10:00 AM</b>
<b>POSTING OF RANKING/INTENDED AWARD ON VBS-</b>	<b>7-9-2018</b>	<b>3:00 PM</b>

## 3) **PUBLIC MEETING AGENDA**

### **Agenda – Public Opening (Initial Replies)**

Agenda for Public Opening of initial replies to ITN-DOT-18/19-1017BT:

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 and tabulated.
- Adjourn meeting.

## **Agenda – Meeting to Rank and/or Short List**

Agenda for Meeting to Rank and/or Short List on ITN-DOT-18/19-1017BT:

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 evaluations of Initial Replies received will be summarized.
- Rank firms evaluated from highest to lowest.
- Determine whether to proceed with single negotiation method “A” or concurrent method “B”
- If method “B”, determine the number of highest ranked firms to include on Short List.
- Announce the names of the Ranked or Short Listed firms and when 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**

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

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14. . However, all vendors should be aware, that effective July 1, 2016 through June 30, 2017, in accordance with House Bill 5003 Sec.73, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. 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 that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or [FLW9@myfloridacfo.com](mailto: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](http://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:

**Belinda M. Thomas**

[Belinda.thomas@dot.state.fl.us](mailto:Belinda.thomas@dot.state.fl.us)

**801 N. Broadway Avenue**

**Bartow, FL 33830**

**Fax: 863-519-2661**

Questions regarding administrative aspects of the procurement process should be directed to the Procurement Agent in writing at the address above or by phone: **863-519-2207**

#### **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](http://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 to provide the best value to the Department. "Best value", as defined in Section 287.012(4), F.S., means the highest overall value to the state based on objective factors that include 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 Technical Review Committee (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. The team leader will provide a short plain statement for the procurement file that explains the basis of vendor selection for the intended award and how the vendor's deliverables and price will provide the best value to the state.



## 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/Specifications, 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 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 District Wide Appraisal and Appraisal Review Services, as specified in the Scope of Services/Specifications. The replies to the "Qualifications Questionnaire" and the information provided by the vendors in their submittals will be reviewed and evaluated to determine the short-list of vendors that are best able to meet the requirements of the Department and proceed to Step 3 in the competitive negotiation process.

### 9.2 Authorized To Do Business in the State of Florida

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

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

### 9.3 Licensed to Conduct Business in the State of Florida

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

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

### 9.4 E-VERIFY

Vendors/Contractors:

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

## 10) DIVERSITY ACHIEVEMENT

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

The Department encourages DBE firms to compete for Department contractual services projects, and also encourages non-DBE and other minority contractors to use DBE firms as sub-contractors. The Department, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. The Department shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts.

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

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

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

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

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

## 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**

Responses of \$1 million or more 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.

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of \$1,000,000 or greater, the vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, 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(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) 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 ITN-DOT-18/19-1017BT - 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 E-MAIL)**

**Florida Department of Transportation**

**Belinda M. Thomas 1-67**

**801 N. Broadway Avenue**

**Bartow, FL 33830**

**Phone # (863) 519-2207**

Submit ONE (1) original and THREE (3) copies of your reply. Also, please submit your reply on a CD or USB in PDF format. 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.

## **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 but may not review any replies submitted until they become public records in accordance with Section 119.07, Florida Statutes.

## **23) QUALIFICATIONS QUESTIONNAIRE/SHORT-LIST EVALUATION CRITERIA**

The initial replies received timely will be evaluated qualitatively for each of the criteria addressed in the "Qualifications Questionnaire" for the purpose of determining the short-list of vendors that best meet the requirements of the Department and are reasonably susceptible of award. The grades or points resulting from the review/evaluation of the responses to this questionnaire will not be included in decisions beyond determining the initial short-list of vendors to proceed in the ITN process.

## **24) ORAL PRESENTATIONS**

NO ORAL PRESENTATIONS

## **25) PROPOSED NEGOTIATION PROCESS**

The Department reserves the right to negotiate separately (Method "A") or concurrently (Method "B") 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 (see Special Condition 9)
- Technical Proposal
- Preliminary Price Proposal or Pricing Scheme

Step 2) There will be a public meeting of the Technical Review Committee, composed of at least three members, for the purpose of evaluating the initial replies received timely and selecting the short-list of vendors that best meet the requirements of the Department and are reasonably susceptible of award. The Technical Review Committee will complete a written summary evaluation of each vendor's response to the criteria addressed in the Qualifications Questionnaire (see Special Condition 9) **and the Dun & Bradstreet report submitted (if applicable)** to determine the short-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 short-list selection of vendors that best meet the requirements of the Department will be posted in accordance with law and rule (see Special Condition 26).

Step B3 - Each individual on the Technical Review Committee will complete a written summary evaluation of each vendor's technical approach, capabilities, prior relevant experience, and price proposal.

Step B4 – There will be a public meeting of the Technical Review Committee at the date, time and location in the Timeline to review the individual summary evaluations to either rank the vendors in order of preference and make a final selection, or make a determination to repeat Steps 1 through 3, if necessary. Recorded documentation of subsequent rounds will be retained in the procurement file.

Step B5 - The Technical Review Committee will write 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 B6 - The intended award will be posted in accordance with law (see Special Condition 26).

Step B7 - The Department will contract with the selected vendor.

## **26) POSTING OF SHORTLIST, RANKING AND / OR INTENDED AWARD**

26.1 The Shortlist, Ranking and / or Intended Award, as applicable, 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 Shortlist, Ranking, or 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](http://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) MULTIPLE AWARDS**

The Department intends to enter into a contract with each vendor the Department has selected and in which the Department has successfully completed negotiations.

## **28) 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:

Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

## **29) RENEWAL**

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

## **30) ATTACHED FORMS**

Exhibit "A" (Appraisal) Scope of Services / Specification

Exhibit "A-R" (Review) Scope of Services / Specification

Exhibit "B" Method of Compensation

Qualifications Questionnaire

Standard Written Agreement

Appendix I (Terms for Federal Aid Contracts) and/or Appendix II (Information Technology Resources)

General Conditions (PUR 1000)

Instructions to Respondents (PUR 1001)

## **31) ATTACHED TERMS AND CONDITIONS**

Exhibit "A" (Appraisal) Scope of Services / Specification

Exhibit "A-R" (Review) Scope of Services / Specification

Standard Written Agreement

Appendix I (Terms for Federal Aid Contracts) and/or Appendix II (Information Technology Resources)

General Conditions (PUR 1000)

Instructions to Respondents (PUR 1001)

## **32) TERMS AND CONDITIONS**

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

Special Conditions

Exhibit "A" (Appraisal) Scope of Services / Specification

Exhibit "A-R" (Review) Scope of Services / Specification

Price Proposal Form

Standard Written Agreement

Appendix I (Terms for Federal Aid Contracts) and/or Appendix II (Information Technology Resources)

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

Introduction Section

### 33) TERMS AND CONDITIONS

#### 33.1 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 ITN by reference. Any terms and conditions set forth in this ITN 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 ITN:

Paragraph 31, Dispute Resolution - PUR 1000

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

#### 33.2 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 ITN 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 ITN:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

#### 33.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

[http://www.dms.myflorida.com/content/download/117735/646919/Purchase\\_Order\\_Terms\\_Sept\\_1,\\_2015\\_.pdf](http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf)

Section 8(B), PRIDE, is not applicable when using federal funds.

### 34) 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, Belinda M. Thomas 801 North Broadway Ave. Bartow, FL 33830** within ten (10) days after the ending date of the period for posting the intended award decision.

( **XX** ) No general liability insurance is required.

( ) 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 \$0 per person and \$0 each occurrence, and property damage insurance of at least \$0 each occurrence, for the services to be rendered in accordance with this contract.

( **X** ) 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 \$100,000.00. 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.

**35) METHOD OF COMPENSATION**

Exhibit "B"- Method of Compensation

**36) LIQUIDATED DAMAGES**

PLEASE SEE EXHIBIT "B" METHOD OF COMPENSATION SECTION 4.0

**37) ALTERNATES**

ALTERNATE BRANDS WILL NOT BE CONSIDERED FOR THIS ITN. PROPOSE AS SPECIFIED.

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.: \_\_\_\_\_  
DMS Catalog Class No.: \_\_\_\_\_

BY THIS AGREEMENT, made and entered into on \_\_\_\_\_ 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 \_\_\_\_\_, 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  
\_\_\_\_\_

## 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 \_\_\_\_\_, 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 \_\_\_\_\_ and shall be completed by \_\_\_\_\_ or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by \_\_\_\_\_ or date of termination, whichever occurs first.

Other: See Exhibit "A"

B RENEWALS (Select appropriate box):

This Agreement may not be renewed.

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

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

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

## 3. COMPENSATION AND PAYMENT

A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will 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 procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as

available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$\_\_\_\_\_ per person and \$\_\_\_\_\_ each occurrence, and property damage insurance of at least \$\_\_\_\_\_ each occurrence, for the services to be rendered in accordance with this Agreement
- The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$\_\_\_\_\_.

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

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

- No Bond is required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

- E. **CERTIFICATION.**

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

5. COMPLIANCE WITH LAWS

A The Vendor shall 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:**

Select District and hit TAB key

- B The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
  - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
  - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtml>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

- K Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) 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 costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.



B. Select the appropriate box:

- The following provision is not applicable to this Agreement:
- The following provision is hereby incorporated in and made a part of this Agreement:
- It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

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

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

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

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

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence

over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. 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. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
  2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 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:
- M. Other Provisions:

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

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Name of Vendor

BY: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Print/Type)

Title: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Print/Type)

Title: \_\_\_\_\_

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

\_\_\_\_\_

\_\_\_\_\_

SAMPLE

## ITN CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline, only, to assist Vendors in the preparation of their ITN response. Included are some important matters that the vendor should check. This checklist is just a guideline, and is not intended to include all matters required by the ITN. Vendors are responsible to read and comply with the ITN in its entirety.

Check off each the following:

- \_\_\_ 1. The Qualification Questionnaire has been completed, as specified, and enclosed in the ITN response.
- \_\_\_ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- \_\_\_ 3. The “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the ITN response, if applicable.
- \_\_\_ 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the bid response, if applicable (contracts of \$1 million or more).
- \_\_\_ 5. The “Bid Opportunity List” and the “DBE Participation Statement” forms have been read, completed, and enclosed in the ITN response, if applicable.
- \_\_\_ 6. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the ITN requirements.
- \_\_\_ 7. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the ITN response.
- \_\_\_ 8. A letter from a surety company to document your ability to obtain the required Performance Bond, as per Section 10 of the Special Condition, is included in the Technical Proposal (if applicable).
- \_\_\_ 9. The [www.myflorida.com](http://www.myflorida.com) website has been checked and any Addendums posted have been completed, signed, and included in the ITN response.
- \_\_\_ 10. The ITN response must be received, at the location specified, prior to the Opening Date and Time designated in the ITN.
- \_\_\_ 11. On the Lower Left Hand Corner of the Envelope transmitting your ITN response, write in the following information:

ITN No.: ITN-DOT-18/19-1017BT

Title: District Wide Appraisal and Appraisal Review Services

Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION