

Please Note: From time to time, addenda may be issued to this proposal. Any such addenda will be posted at www.publicpurchase.com.

Written questions regarding **REAL ESTATE APPRAISAL SERVICES – RFP #9009-310-2001** are due prior to: **1:00 PM on May 18, 2020**

Written questions must be submitted by mail, fax or e-mail to:

Brian Ragan, Director of Facilities & Construction
The Hernando County School Board
Facilities & Construction Department
8016 Mobley Road

NOTICE TO PROPOSERS

DELIVERY OF OVERNIGHT PACKAGES DOES NOT ALWAYS OCCUR TO:

**THE HERNANDO COUNTY SCHOOL BOARD
BROOKSVILLE, FL 34601**

Your proposal will not be considered if not received prior to stated proposal opening date and time.

Please cut along the borderline and attach this "Sealed RFP" label to the outside of your proposal response package.

SEALED RFP - D O N O T O P E N ----- SEALED RFP - D O N O T O P E N

From: _____

Address: _____

**Deliver To: Facilities & Construction
The Hernando County School Board
8016 Mobley Road
Brooksville, FL 34229**

RFP TITLE: REAL ESTATE APPRAISAL SERVICES – RFP #9009-310-2001

RFP TO BE OPENED ON: May 29, 2020 AT: 1:00 PM

SEALED RFP - D O N O T O P E N ----- SEALED RFP - D O N O T O P E N

Facilities & Construction Department

Brian Ragan, Director
 8016 Mobley Road Brooksville, FL 34601
 Phone: 352-797-7050
 Fax: 352-797-7150



Superintendent: John Stratton
 Board Chairperson: Susan Duval
 Vice Chairperson: Linda K. Prescott
 Board Members: Gus Guadagnino
 Kay Hatch
 Jimmy Lodato

ISSUE DATE: April 30, 2020

PROPOSAL TITLE: REAL ESTATE APPRAISAL SERVICES – RFP #9009-310-2001

PROPOSALS MUST BE RECEIVED AND TIME STAMPED PRIOR TO: May 29, 2020 at 1:00 PM.

SEALED PROPOSALS: Sealed proposals will be received in the Facilities & Construction Office until the date and time as indicated above. Proposals will be opened and recorded. All proposers and the general public are invited to attend. All proposals shall be submitted in sealed packages and mailed or delivered to The Hernando County School Board, Facilities & Construction Office, 8016 Mobley Road, Brooksville, FL 34601. The outside of the package shall plainly identify the proposal by: TITLE, TIME AND DATE OF PROPOSAL OPENING. It is the sole responsibility of the proposer to ensure that their proposal reaches the Facilities & Construction Office before the closing date and hour as shown above. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of the contract.

Proposals received after the scheduled time for opening will not be considered. Any proposal packages received late will be returned to the proposer unopened.

POSTING: Recommended awards will be posted on www.publicpurchase.com on or about June 19, 2020.

BOARD ACTION DATE: Results will be presented for Board action at 919 North Broad Street, Brooksville, FL 34601 at the first available regularly scheduled meeting.

Chapter 120 Florida Statutes: Recommended awards will be posted for review by interested parties at the location where proposals were opened, and remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by School Board Rule 7.701, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

The prospective proposer certifies, by submission and signature of this proposal that the proposer complies fully with the drug-free workplace certification as indicated in this Request for Proposal. Please indicate in the space provided whether or not your company meets the drug-free workplace certification.

_____ **Does** meet drug-free workplace certification.

_____ **Does not** meet the drug-free workplace certification.

Certification

The proposer hereby agrees to provide the services and/or items, at the prices quoted, pursuant to the requirements of this document.

Proposer's Signature	Proposer's Printed Name
Company Name	Telephone
Mailing Address	Fax
City	State Zip
Federal I.D.	E-mail Address
Date of Proposal	

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GENERAL TERMS AND CONDITIONS

Proposals will be evaluated based on the proposer's distinctive plan for performing the requirements of the Request for proposal (RFP). It is not necessary for the proposer to repeat the exact RFP language, or to present a paraphrased version, as an original idea for a technical approach.

The proposer should present a written narrative that demonstrates the method or manner in which the proposer proposes to satisfy the requirements of the Statement of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.

In addition to the original proposal, the proposer is requested to provide additional copies as specified within the RFP Specifications of his/her proposal.

The School Board reserves the right to reject any and all proposals and waive all formalities in regard thereto.

PURPOSE: It is the purpose and intent of this request for proposal to secure proposals for services as listed herein for The Hernando County School Board, Florida, hereinafter called the School Board. Services shall be provided by the approved proposer, hereinafter called the Contractor.

CONTRACT TERMS: A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida. By signing this contract, the Contractor certifies that it is in compliance with, and/or will comply with, the aforementioned terms specifically mentioned, as well as all other municipal, county, state and federal requirements and regulations.

CONTRACT DURATION: The duration of a contract resulting from this proposal shall be for a period indicated in specifications with the option to renew for two additional one-year periods based on mutual agreement of both parties, unless otherwise specified.

CONTRACT FAILURE: Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted proposal by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such proposal price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the proposal list for a period of not less than two (2) years from date of infraction.

EXTENSION OF CONTRACT: Prior to the expiration of any contract resulting from a successful proposal, the School Board, at its discretion, may require an extension of said contract for a period, which shall not exceed the original termination date by more than 90 days. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

TERMINATION OF CONTRACT: This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Facilities & Construction or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of these terms.

The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.

PUBLIC ENTITY CRIMES: Per the provisions of Florida Statute 287.133(2)(a), "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 proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a 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 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 Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."

The prospective proposer certifies, by submission and signature of this proposal, that neither the proposer, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

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FEDERAL DEBARMENT CERTIFICATION: Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

- a. The prospective lower tier participant certifies, by submission and signature of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Section 215.473 defines a company, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473 and is not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Cuba or Syria. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on one of the aforementioned lists.

BACKGROUND SCREENING: As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any Contractors' employees/independent Contractors or Subcontractors' employees/independent Contractors **will have access to school grounds when students are present, have direct contact with students, or have access to control of school funds,** such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this law must be met in order for the School Board to contract with your company. By responding to this Request For proposal, you agree to abide by all Hernando County School Board policies and procedures in regard to The Jessica Lunsford Act. There is a fingerprinting fee associated with these procedures. Refer to the School Board website www.hernandoschools.org, Jessica Lunsford Act. This website is updated as policies and procedures are put in place.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractors' employees/independent Contractors or its Subcontractors' employees/independent Contractors will not be tolerated on School Board property. If any employee/independent Contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School Board property, said employee/independent contractor shall be removed and terminated from the project by the Contractor. If a Subcontractor fails to terminate said employee/independent Contractor, the Contractor shall terminate its agreement with the Subcontractor for the project. If the Contractor fails to terminate said employee/independent Contractor or fails to terminate the agreement with the Subcontractor who fails to terminate said employee/independent Contractor, this Contract may be terminated by the School Board.

DISCRIMINATION: Any entity or affiliate who has been placed on the Florida State's discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

DRUG-FREE WORKPLACE CERTIFICATION: Tie proposal preference shall be given to businesses with drug-free workplace programs whenever two or more proposals are equal with respect to price, quality, and service and are received by the state or by any political subdivision for the procurement of commodities or contractual services. Established

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procedures for processing tie proposals, as more fully set forth herein, will be followed if none of the tied vendors have a drug-free workplace program.

ACCEPTANCE OF PROPOSALS: The School Board shall be the sole judge as to the acceptability of any and all proposals and the terms and conditions thereof, without qualifications or explanation to proposers. In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.

PERSONAL INJURY AND PROPERTY DAMAGE: The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

DEFAULT: In the event the proposer fails to enter into a contract with the School Board on the basis of the submitted proposal, such action shall constitute a default of this agreement. Further default may be declared by the School Board if the proposer violates the terms of the proposal document in any manner. Upon default of this agreement and/or any agreement resulting from this agreement, the School Board shall be entitled to pursue all remedies available at law and/or in equity, including, but not limited to, the recovery of damages equaling the difference of the proposal price and the price the School Board subsequently pays to secure performance from other sources. Damages may be assessed and deducted against any funds due and owing to the proposer.

In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs for any such action.

At the discretion of the School Board, any proposer found in default of this agreement and/or any agreement resulting from this agreement, shall be removed from the proposal list for a period of no less than two years from the date of said default. Default under this agreement and/or any other agreement(s) in which the School Board has contracted with the proposer, may also, at the discretion of the School Board, result in termination of any other such agreement(s).

LIABILITY INSURANCE: Where proposers are required to enter or go on to School Board property to deliver materials or perform work or services as a result of a proposal award, the proposer assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. All proposers must comply with the insurance requirements as provided in the proposal documents.

SUBMISSION AND RECEIPT OF PROPOSALS:

- a. Unless otherwise specified, proposers must use the form(s) furnished by the School Board. Failure to do so may cause the proposal to be rejected.
- b. Original proposals shall include all required attachments and requested documentation.
- c. Proposals shall be typewritten or completed in ink.
- d. Proposals having erasures or corrections **MUST** be initialed by the proposer in ink.
- e. Proposals must be signed in ink by an officer or employee having the authority to bind the company or firm.
- f. The School Board will receive sealed proposals until the date and time indicated on the proposal cover. Proposals must be delivered to the Facilities & Construction Office at the stated address and will be opened at the stated time. The outside of all proposals must be clearly marked with the proposal name and opening date. Proposals received in unidentifiable envelopes are sent at the proposer's risk. Proposals received after the date and time of the proposal opening will be date stamped and returned to the proposer. **It will be the proposers' responsibility to get the proposal to the correct location on time.**
- g. For purposes of evaluation, the proposer must indicate any variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with the specifications, terms and conditions herein.
- h. Conflict of interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the School Board. Further, all proposers must disclose the name of any School Board employee who owns directly or indirectly an interest in the proposer's firm and/or any affiliates thereof, in excess of 5%. Proposals not complying with the requirements of this section shall not be evaluated and shall be returned to the respective proposer.

SUBMITTAL OF A PROPOSAL: The submittal of a proposal shall constitute an irrevocable offer to contract with the School Board in accordance with the terms of said proposal. The offer may not be withdrawn or altered until or unless rejected or not accepted by the School Board except as provided below. Accuracy of all prices and statements contained in the

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proposals is the responsibility of the proposer, and no change or cancellation thereof may be made. The Director of Facilities & Construction or designee reserves the right to ask the proposer for clarification. In addition, facilities staff will review the line-by-line prices. Accuracy of additions and extensions, brands and compliance with all instructions will be reviewed in order to ascertain that the offer is made in accordance with the terms of the Request for Proposal. School officials who find any errors in calculations will make adjustments and corrections. Proposers shall normally be held to their proposal but in the event of an error or if an obvious omission is discovered in a proposal document, proposers may request in writing the opportunity to withdraw their proposal. Proposers shall include in their written request sufficient evidence to document that the error or omission was unintentional. Actual original copies of working papers, calculations, etc., may be required at the Director of Facilities & Construction's discretion to support such a request.

PROPOSAL REJECTION: The School Board reserves the right to reject any and all proposals or parts thereof, and to request re-submission. The School Board further reserves the right to accept a proposal other than the lowest proposal, which in all other respects complies with the invitation to proposal and the proposal document, provided that, in the sole judgment and discretion of the School Board, the item offered at the higher proposal price has additional value or function, including, but not limited to: life cycle costing, product performance, quality of workmanship, or suitability for a particular purpose. Delivery dates, availability of item, or other such values or functions, may justify a difference in the price paid. All proposals shall be evaluated on all factors involved, including the foregoing price, quality, delivery schedules and the like. Purchase orders or contracts shall be awarded to the responsive and responsible proposer whose proposal is determined to be advantageous to the School Board, taking into consideration the factors set forth above and all other factors set forth in the request for proposal as "lowest or lowest and best proposal".

PROPOSAL CHANGES AFTER CLOSING TIME: Proposals may not be changed after the proposal closing time.

CORRECTIONS ON PROPOSALS: Erasures are not acceptable on proposals. If changes are necessary, strike out or draw a line through the incorrect price and write the correct price above. **The proposer must initial all changes.**

ACCEPTANCE OF PROPOSALS: The School Board shall be the sole judge as to the acceptability of any and all proposals and the terms and conditions thereof, without qualifications or explanation to proposers. In case of any difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.

INDEMNITY: By submitting an RFP response, the Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the vendor in the performance of its responsibilities pursuant to this RFP. It is expressly acknowledged that the Contractor is an independent Contractor and, as such, has no authority to act for or on behalf of the Board, or to bind the Board to any contract or in any other manner.

AUDIT PROCEDURES: Invoices submitted by the proposer shall be in sufficient detail for a proper pre-audit and post-audit thereof. The School Board reserves the right to audit prices of items and/or services provided.

FISCAL NON-FUNDING CLAUSE: In the event sufficient budgeted funds are not available, the Facilities & Construction Office shall notify the vendor of such occurrence and the contract shall terminate without penalty or expense to the School Board.

PROPOSAL/PURCHASE ORDER DENIAL: The Contractor certifies that it, or any affiliate obligated to perform under this agreement, is not in arrears for any obligations to the district, county, state or federal government or that otherwise may be deemed irresponsible or unreliable by the Director of Facilities & Construction.

NON-COLLUSION: By submission of the proposal, the proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other proposer, and that the contents of the proposal have not been communicated by the proposer, nor by any one of its employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the proposal.

TIE ON UNIT PRICE OR PROPOSAL: Should there be a tie on either the unit price (if awarded on a per item basis), sections of the proposal (i.e.: building contracts, or proposals awarded by section) or the whole proposal ("all or none" proposals or service proposals), the deadlock will be decided upon using the following order:

- a. Companies who certify they are a drug-free workplace.
- b. Companies located in Hernando County, Florida.
- c. Companies located in Florida.

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- d. The company receiving the larger dollar award on other items within the proposal.
- e. All else being equal, a coin toss will be made to decide the award.

This does not preclude the possibility of splitting an order if it is in the best interest of the School Board.

ACCURACY OF PROPOSAL DOCUMENTS: Each proposer shall examine all requests for proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, disputes, or requests concerning interpretation, clarification or additional information pertaining to the invitation for proposal or award shall be made, in writing, to the Hernando County School Board Facilities & Construction Office. The Hernando County School Board shall not be responsible for oral interpretations given by a School Board employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this proposal, a good faith attempt will be made to deliver a copy of each to all prospective proposers who picked up forms or were sent an invitation for proposal. However, prior to submitting the proposal, it shall be the sole responsibility of each proposer to check www.publicpurchase.com to determine if addenda were issued and, if so, to obtain such addenda for attachment to the proposal.

TERMS AND CONDITIONS: No additional terms and conditions included with the proposal response shall be evaluated or considered. All such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposely through intent, design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed that the general and special conditions in this proposal solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposer certification page attests to this.

AWARD: The School Board reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any proposals, to reject any and all proposals in whole or in part with or without cause, and/or to accept proposals that in its judgment will be the best low proposal meeting specifications and school needs and be in the best interest of the School Board. The School Board further reserves the right to make awards on a multiple, lump sum, or individual item basis or in any manner the School Board deems appropriate.

The School Board further reserves the right to be the final judge of what is considered equal and hold the RFP open for a 90-day period if award is not made on the date specified.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Hernando County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for the Judicial Circuit in and for Hernando County, Florida.

COMPLIANCE WITH REGULATIONS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession all applicable insurance, permits, licenses, etc., that may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer must not be in violation of any zoning or other ordinances in the performance of this contract.

DISCLAIMER: Employees or representatives of the School Board act exclusively as agents for the administration of this agreement and are not personally or collectively liable for any performance or non-performance under this agreement and/or any agreement resulting from this agreement.

CONFLICT OF INTEREST: The award, hereunder, is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal, the name of any officer, director or agent who is also an employee of the School Board. Further, all proposers must disclose the name of any School Board employee who owns directly or indirectly an interest of five percent (5%) or more in the proposer's firm or any of its branches.

VARIANCE IN CONDITION: Any and all special conditions and specifications, mutually agreed upon and attached hereto that vary from the general conditions shall have precedence.

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PUBLIC RECORDS: Florida law provides that municipal records shall at all times be open for personal inspection by any person (Public Records Law, Section 119.01, Florida Statutes). Information and materials received by the School Board in connection with an Invitation to proposal or Request for proposal response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after proposal opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the proposer must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The School Board's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the School Board and its officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the School Board's treatment of records as public records. Trade secrets are governed by Florida Statute Chapters 688 and 812. For the purchase of services, the proposer shall also comply with the following requirements of the Florida Public Records Law including: a) keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service; b) providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and d) meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the proposer upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

For questions regarding the contractor's duty to provide public records relating to this contract or the application of Chapter 119 Florida Statutes contact The Hernando County School Board, Florida at (352) 797-7000; www.hernandoschools.org/publicrecords; or 919 North Broad Street, Brooksville, FL 34601.

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL: If the proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the proposer must also simultaneously provide the HCSB with a separate redacted copy of its response. The redacted copy shall contain the HCSB's solicitation name, number, and the name of proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the HCSB at the same time proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

- a. Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, proposer shall protect, defend and indemnify the HCSB for any and all claims from or relating to proposers determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- b. If the proposer fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by proposer in response to a public records request for these records.

PURCHASE BY OTHER PUBLIC AGENCIES: With the consent and agreement of the Contractor(s), purchases may be made under this proposal by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

Brian Ragan
Director of Facilities & Construction

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INSURANCE REQUIREMENTS

Contractor's Liability Insurance

The insurance required shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under and in conformance to the following sections:

1. "In consideration of \$10.00 and other good and valuable considerations, the Contractor agrees to indemnify and save harmless the owner from all suits and actions and all costs and damage to the person or property of another resulting from the performance of the work, or by any Subcontractor to anyone directly or indirectly employed by either of them. The limit of the Contractor liability shall be the limits of liability as stated in the liability insurance policies covering this contract.
2. Certificates of Insurance for each policy shall be transmitted to the Contractor for forwarding to the owner, and any document found to be incomplete or not according to the proper form will be returned as being unsatisfactory. The prescribed form of Certificate of Insurance shall be the AIA Document G705, or other similar form approved by the owner. Coverage cannot be canceled without thirty (30) days' prior Notice to Owner.
3. The Contractor shall purchase and maintain the following minimum insurance from a company or companies properly licensed in the State of Florida and rated A-IX or better by A.M. Best Company and against which the owner will entertain no reasonable objection.
4. **Workers' Compensation Insurance:** The Contractor shall provide and maintain, during the life of this contract, adequate Workers' Compensation Insurance in accordance with the laws of the State of Florida for all his employees at the site of the project, and if any part of the work is sublet, the contract shall require each of the Subcontractors to maintain such insurance for all of their employees who will be so engaged, unless the Subcontractors' employees are protected by the principal Contractor's Workers' Compensation insurance. All persons employed directly and indirectly on the project site by the Contractor and his/her Subcontractors shall be adequately protected by Workers' Compensation Insurance. The Contractor shall provide employer's liability coverage as part of the Workers' Compensation Insurance with minimum limit of \$100,000. Coverage shall be in compliance with statutory limitations in Chapter 440, **Florida Statutes**.
5. **Comprehensive Automobile Liability:** per person/per occurrence.
Coverage shall apply (to ALL VEHICLES owned, rented, or used by the Contractor) for the following limits:
 - a. Bodily Injury Liability - per person \$250,000
- per occurrence \$500,000
 - b. Property Damage Liability - per occurrence \$250,000
 - c. Special Insurance - as required by railroads or others
6. **Comprehensive General Liability:**
 - a. Bodily injury, personal injury, and property damage at \$1,000,000 per incident or occurrence and \$1,000,000 per claimant.
 - b. Blanket Contractual to include comprehensive general liability, products and completed operations liability, and contractual liability.
7. **Contingent Liability:**
 - a. The Contractor shall produce, pay for, and maintain such insurance as will protect the owner from his contingent liability for damages, for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract. Contractor shall provide Owner's and Contractor's protective liability. The limits of coverage shall be the same as the Contractor's Comprehensive General Liability. The Contractor shall furnish to the owner a letter from Contractor's insurance agent, certifying that the Contractor does carry valid Contractor's Contingent Liability Insurance.
8. Insurance certificates regarding liability coverages, as required by the Contract Documents, shall name Owner as additional insured and shall be provided upon request.
9. Contractor and Subcontractors will be responsible for insurance on their tools and equipment.

THE HERNANDO COUNTY SCHOOL BOARD, FLORIDA
REAL ESTATE APPRAISAL SERVICES – RFP #9009-310-2001

1 OVERVIEW

- 1.1 **Purpose:** The Hernando County School Board, Florida, is seeking proposals from appraisal firms to provide appraisals in Hernando County, Florida for the acquisition of future schools and support facilities, and also for the sale of existing School Board real property.

The recommended award will be to the most qualified firm(s) as determined by an evaluation committee. The final award will be based on School Board approval.

- 1.2 **Definition:** In this document “Contractor” refers to the successful bidder and “Hernando County School Board” or “HCSB” refers to the owner.

- 1.3 **District Profile:** The HCSB is located in Hernando County, Florida and serves over 23,000 students. There are currently approximately 3,100 full and part-time employees.

Hernando County, Florida has a total population estimated at 405,000 persons. There are over 472 square miles of land within Hernando County.

2 SCOPE OF SERVICES

The HCSB is seeking proposals from firms to provide appraisals in Hernando County, Florida for the acquisition of property for future schools and support facilities, and also for the sale of existing School Board real property. A maximum of three (3) property appraisal firms will be recommended to the Board. These firms will be used in rotational order by the Facilities & Construction Office.

- 2.1 **Requirements:** The Contractor shall, on an as needed basis, provide support to the HCSB in performing the following responsibilities:

- 2.1.1 Establishing the Fair Market Value of various properties in Hernando County, with these considerations:

- 2.1.1.1 School sites consisting of an aggregation of two (2) or more small tracts, contiguous and with the same highest and best use, will be considered as single, primary site.
- 2.1.1.2 A single tract consisting of multiple highest and best uses will be considered as separate sites; however, the valuation of such a site may be presented in one (1) appraisal report.
- 2.1.1.3 The appraiser should apply any appropriate discounts for the bulk purchase of multiple highest and best use parcels from one (1) seller.
- 2.1.1.4 Appraisals are to consider potential density transfers from wetlands, as allowed by law. However, an appraisal should not consider wetlands as developable lands with no adjustments for mitigation costs, filling, permitting, etc. Appraisers must carefully consider all legal, physical, and economic issues before attributing any value to wetlands.

Time is of the essence in most appraisals. All firms will be required to notify the District’s representative, at the time of call-out, if a thirty (30)-day lead-time for delivery of the final report cannot be met. If this lead time cannot be met, the District reserves the right to utilize the services of the next supplier in the rotational order. Any firm declining a School Board project, or which cannot meet a thirty (30)-day lead-time, must so state in writing to the Facilities & Construction Office. A firm declining more than three (3) projects in any year of the contract is subject to being dropped from the rotational order.

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3 EVALUATION OF PROPOSALS

3.1 The HCSB expects to consider responses from Proposers who meet the following minimum standards:

- 3.1.1 Willingness to configure the program to meet the requirements of the HCSB.
- 3.1.2 Ability to integrate all of the requested criteria.
- 3.1.3 Documented successful experience in the provision of scope of services contained herein for clients of similar scope and size.
- 3.1.4 Contact person(s) based in the Hernando County area readily available to service the HCSB on a day-to-day basis. The HCSB reserves the right to approve the contact person(s).
- 3.1.5 Meet the requirements as outlined in Section 8.3 “Minimum Qualifications/Experience”.
- 3.1.6 Ability to complete the expected contract term in full compliance with this RFP.

3.2 The following factors will be considered when evaluating proposals. The maximum points designated to each section of the proposal are:

- 3.2.1 Experience:** List the government agencies for which your company has provided services in the last five (5) years. List the commercial appraisals your company has performed in the past five (5) years which have been valued in excess of \$500,000. Indicate how many years your company has been doing business under its current name and current structure. Provide any additional information regarding your company's business structure or organization which you feel may help the District understand your experience more fully. **(20 points)**
- 3.2.2 Qualifications:** List the names, credentials, and experience of any staff who may be assigned to produce an appraisal under this contract. **(10 points)**
- 3.2.3 Demonstrated Knowledge of the Hernando County Market:** Discuss the experience your firm has had in the last ten (10) years with appraisals that conform to the uniform standard of professional appraisal practices in the Hernando County, Florida market. Provide a list and location of applicable appraisals, the entity for which the appraisal was performed, the date of service, and the assessed value of the property. Also describe appraisals of unimproved or improved real property to be sold by a local government. **(25 points)**
- 3.2.4 References:** Indicate the length of time the Proposer's firm has been in business under the current name. Provide three (3) references (preferably governmental) of projects at institutions of comparable size and complexity as the HCSB for whom you have provided similar services. Use form provided on page 14, Section 10. Include name of customer, address, contact name, telephone numbers (including fax number), and email address. Do not include the Hernando County School Board on this list. Please include only references within the last thirty-six (36) months. **(5 points)**

The HCSB reserves the right to contact any and all references and to obtain, without limitation, information on the Proposer's performance on the listed jobs.

- 3.2.5 Quality of Sample Report:** Provide a sample appraisal report by your firm in the past two years. The best sample will have been for real property similar to sites considered by and completed by staff that may be selected to perform for HCSB appraisals. **(15 points)**
- 3.2.6 Price/Fees for Services:** This is the expected amount your firm would be compensated for services provided to the HCSB. **(25 points)**

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- 3.3 The award will be made to the Contractor(s) submitting the proposal that best meets the HCSB's specifications and requirements.
- 3.4 The HCSB intends to have a committee review the proposals and make a recommendation to the HCSB on a firm or firms to provide the services stated within this RFP. The HCSB may negotiate with the selected firm(s) to create a contract for approval by the HCSB. If the HCSB is unable to reach acceptable terms with the higher ranked firm(s), the HCSB may seek to reach acceptable terms with the next highest ranked firm(s) and recommend a contract with that firm(s).

4 ANTICIPATED TIME LINE

April 30, 2020	RFP is Issued
Prior to 1:00 P.M. May 18, 2020	Written Questions Due
May 21, 2020	Addendum Issued (if required) in Response to Questions
Prior to 1:00 P.M. May 29, 2020	Proposal Due Date and Time
June 1, 2020 1:00 P.M.	Distribution of Proposals to Committee Members
June 1, 2020 through June 5, 2020	Individual Committee Member Review of Proposals
TBA	Final Committee Meeting
June 19, 2020	Posting of Recommendations for Award
TBA	School Board Award of Proposal

5 PROPOSAL SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED

In order to maintain comparability and consistency in review and evaluation of responses, all proposals shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Please submit one (1) original along with four (4) exact duplicates. Proposals not meeting the requirements below may be determined to be non-responsive. Non-responsive proposals will receive no further consideration.

- 5.1 **Table of Contents:** Clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

THE HERNANDO COUNTY SCHOOL BOARD, FLORIDA
REAL ESTATE APPRAISAL SERVICES – RFP #9009-310-2001

- 5.2 **Tab 1 - Cover Letter:** Provide a cover letter indicating your firm's understanding of the requirements/scope of services of this specific proposal. Clearly demonstrate your firm's familiarity with the requested services. The letter must be a brief formal letter from the Proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the Proposer's organization to perform the services included in the proposal must sign the letter. Indicate the representative authorized to resolve disputes in the event a dispute occurs or a clarification of minor contract terms becomes necessary. Please provide a list of all persons authorized to give presentations for the Proposer. Please provide name, title, address, telephone numbers (including fax) and email address. Include the following form:

5.2.1 Proposal Certification Page 1 (executed)

- 5.3 **Tab 2 – Qualifications:** Summarize the qualifications of the firm including the licensers and credentials of the firm's principals and the firm's members being proposed to work on HCSB projects. Include the resumes of the key personnel and expand on their experience in the capacity they will be serving. Indicate MAI or SRPA designations if applicable. Where the project team includes subcontractors, qualifications of the proposed subcontractors shall also be provided. Work will not be assigned to subcontractors without written approval from the HCSB.

- 5.4 **Tab 3 – Company Info/References:** See Section 8, Item 8.4. Indicate the length of time the Proposer's firm has been in business under the current name. Provide three (3) references of projects at institutions of comparable size and complexity as the HCSB for whom you have provided similar services. Use form provided on page 14, Section 10. Include name of customer, address, contact name, telephone numbers (including fax number), and email address. Please include only references within the last thirty-six (36) months.

The HCSB reserves the right to contact any and all references and to obtain, without limitation, information on the Proposer's performance on the listed jobs.

- 5.5 **Tab 4 - Scope of Services:** The Proposer must acknowledge agreement with the specific requirements of the items in Section 2. Summarize your approach and understanding of the services and any special considerations of which the HCSB should be aware. Also describe appraisals of unimproved or improved real property to be sold by a local government
- 5.6 **Tab 5 – Pricing:** Complete Section 9, Proposal Form. Firm shall provide compensation amount as indicated by type of transaction. The HCSB reserves the right to negotiate all pricing to include compensation method submitted with the RFP.
- 5.7 **Tab 6 – Customer Support Services:** Explain your firm's policy regarding quality assurance/quality control.
- 5.8 **Tab 7 – Sample Appraisal Report:** Insert a sample appraisal report.
- 5.9 **Tab 8 – Appendices:** The content of this tab is left to the Proposer's discretion. However, the Proposer should limit materials included here to those that will be helpful to the HCSB in understanding the services provided for this specific contract.

6 INSTRUCTIONS TO PROPOSER

- 6.1 All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

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- 6.2** The Facilities & Construction Office of the HCSB is responsible for coordinating the issuance and award of the RFP. All communications during the RFP process must be directed to the contact listed below. Communication with any other HCSB employee or any member of the Evaluation Committee will be cause for disqualification from the RFP process. **Any Proposer in doubt as to the true meaning of any part of this RFP or related documents may submit a written request by email or fax for clarification to the Director of Facilities & Construction at the address indicated below prior to 1:00 p.m., May 18, 2020.**
- 6.2.1 The request must contain the Contractor's name, address, telephone number, facsimile number, and email address.
- 6.2.2 Prior to submitting the proposal, it shall be the sole responsibility of each proposer to determine if addenda were issued and, if so, to download such addenda from Public Purchase for attachment to the proposal.
- 6.2.3 After thoroughly reading this RFP, Proposers may direct questions, in writing or email only to:
- Brian Ragan, Director
Facilities & Construction Office
The Hernando County School Board, Florida
8016 Mobley Road
Brooksville, FL 34601
Fax: 352-797-7150
E-mail: ragan_b@hcsb.k12.fl.us
- 6.3 The HCSB will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. All addenda will be posted and disseminated by Public Purchase (www.publicpurchase.com).
- 6.4 Four (4) unbound copies plus the original, for a total of five (5) proposals, are to be submitted in sealed envelopes, which bear the name, address and telephone number of the Provider and marked "RFP #17-0282 Real Estate Appraisal Services." (use label provided on first page of RFP)
- 6.5 The HCSB will receive sealed proposals until the date and time indicated on this proposal cover. Proposals must be delivered to the Facilities & Construction Office at the stated address and will be recorded at the stated time. Proposals must be delivered in sealed envelopes, clearly marked on the outside, as to: proposal name, proposal number and opening date (use label provided on first page of Proposal). Proposals received in unidentifiable envelopes are sent at the Proposer's risk. Proposals received after the date indicated on the proposal cover will be date stamped received and returned to the Proposer. It will be the Proposer's responsibility to get the proposal to the correct location and on time. Please note that the official clock, for the purpose of receiving proposals, is located in the Facilities & Construction Office.
- 6.6 An officer of the company who is legally authorized to enter into a contractual relationship in the name of the Proposer must sign the proposal.

7 GENERAL TERMS AND CONDITIONS

- 7.1 The HCSB may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. The HCSB also reserves the right to request clarification of information from any proposer.
- 7.2 All expenses involved with the preparation and submission of proposals to the HCSB, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received, any other effort required of or made, or expenses incurred, by the Proposer.

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- 7.3 The HCSB may require Proposers to give oral presentations in support of their proposal or to exhibit capabilities to support their proposal. Proposers will be notified of the date(s) and time(s) of any such oral presentations, if needed.
- 7.4 Time is of the essence in most appraisals. All firms will be required to notify the District's representative, at the time of call-out, if a thirty (30)-day lead-time for delivery of the final report cannot be met. If this lead time cannot be met, the District reserves the right to utilize the services of the next supplier in the rotational order. Any firm declining a School Board project, or which cannot meet a thirty (30)-day lead-time, must so state in writing to The Facilities & Construction Office. A firm declining more than three (3) projects in any year of the contract is subject to being dropped from the rotational order.
- 7.5 All engineering data, maps, plans, specifications, drawings, or other School District-furnished property shall remain the exclusive property of the District. The proposer agrees that such School District property will be used for no purpose other than for work for the District under this RFP.
- 7.6 For each appraisal, it is required that the firm send the Board's designated representative an electronic draft report prior to issuance of the final report. The District will require a final two (2) bound and certified originals, plus one electronic .pdf file.
- 7.7 This RFP and the related responses of the selected Contractor will constitute the basis of the formal contract between the Contractor and the HCSB. No modification of this RFP except by addendum issued by the HCSB shall be binding on the HCSB.
- 7.8 No additional terms and conditions included with the RFP response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are not applicable to this RFP. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the conditions in this RFP solicitation are the only conditions applicable to this RFP and the Provider's authorized signature affixed to the RFP acknowledgement form attests to this.
- 7.9 The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the HCSB. Further, all proposers must disclose the name of any HCSB employee who owns, directly or indirectly, an interest of five percent or (5%) more in the Proposer's firm or any of its branches/subsidiaries.
- 7.10 Should any Provider fail to enter into a contract on the basis of the proposal submitted by said Provider, Provider acknowledges that Provider shall be liable to HCSB for any increased costs incurred by HCSB in obtaining from another provider the same services which are the subject of this proposal.
- 7.11 The contract terms and conditions stipulated in this Request For Proposal are those desired by the HCSB and preference will be given to those proposals in full or substantial compliance therewith.
- 7.12 No Proposer may withdraw his or her submittal for a period of 120 days after the date of opening.

8 SPECIAL PROVISIONS

- 8.1 **Contract Term/Option to Renew:** The initial term of the contract shall be for a three (3) year period following School Board approval.
 - 8.1.1 Anticipated commencement of this contract is June 10, 2020 (tentative).
 - 8.1.2 This contract may be renewed for two (2) additional one (1) year periods provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of a renewal letter, to be issued not sooner than one-hundred twenty days (120) prior to expiration of this contract, nor later than the final day of the contract period. This option to renew requires the mutual agreement of both parties.

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- 8.1.3 It is understood and agreed that this contract may be renewed under the same terms, conditions and specifications governing the original contract, and any request for a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.
- 8.1.4 Nothing in the proposal shall create, nor shall the contract provide, any obligation on the part of HCSB to use the Proposer for any specific amount of projects or services. The HCSB at all times retains the right to terminate the agreement pursuant to section 8.2.
- 8.2 **Contract Termination:** The HCSB shall have the right at any time and at all times to terminate this agreement with or without cause, upon written notice of such termination provided not less than 30 days prior to the date that such termination is to be effective, or with such lesser notice as the HCSB may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to HCSB. In the event HCSB shall elect to terminate this contract without cause, HCSB shall compensate the Contractor for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given, the Contractor agrees to abide and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The Contractor shall have no further rights, and HCSB shall have no further obligation to the Contractor subsequent to the date of termination of this contract as specified in the written notice.
- 8.3 **Minimum Qualifications/Experience:** Contractor shall provide documentation of applicable license and certification as indicated below. The HCSB reserves the right to request documentation at anytime during the contract period. The following are minimum qualifications of the successful Contractor:
 - 8.3.1 The existing proposing firm must have been owned or operated by the Proposer for the minimum of the most recent three (3) years. The Proposer's firm must have three (3) or more years' experience as an appraiser.
 - 8.3.2 Documentation of Florida State Certified Real Estate Appraiser license.
 - 8.3.3 Knowledge and experience working in the Hernando County market.
- 8.4 **References:** Please provide three (3) references of projects at institutions of similar size and complexity as Hernando County School District for whom the Proposer's firm has provided similar services. The Proposer shall complete the Reference Form, Section 10. Include name of customer, address, contact name, telephone numbers (including fax number), and email address. Please include only references within the last thirty-six (36) months. The HCSB may contact these references during the evaluation process. HCSB may utilize information from other references on a Proposer's capability to determine performance history.
- 8.5 **Contractor's Personnel:** Contractor's staff is to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties and while at any HCSB facility.
 - 8.5.1 Qualifications of new people working under this contract will be submitted to the HCSB in writing for approval prior to them conducting any service under this contract. Submit list of all employees that will be working under the current contract and any intention for additional personnel, and back-up personnel for each function.
 - 8.5.2 Effective September 1, 2005, in order to be in compliance with the Jessica Lunsford Act, contractors meeting any of the three criteria listed below will be required to be Level II fingerprinted and screened by our Safety and Security Department which consists of FDLE/FBI search. Criteria:
 - Be at school when students are present, or
 - Have direct contact with students, or
 - Have access to or control of school funds.

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If you have no personnel who meet any of the three criteria, the law does not apply to you; therefore, you do not need to take action. There is a fingerprinting fee associated with these procedures.

- 8.6 **Conflict of Interest:** The Proposer or Proposer's firm cannot submit its own offer or proposal for HCSB property or broker its own property to HCSB while retained by HCSB.
- 8.7 **Covenant Against Contingent fees:** The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, HCSB shall have the right to annul this Contract without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Questions related to this bid should be directed to Brian Ragan, Director of Facilities & Construction via e-mail at ragan_b@hcsb.k12.fl.us.

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9 PRICE SHEET

9.1 Appraisal fee, based on highest and best use:

	Per Site
Vacant – Agricultural/Low-Density Residential <= 50 acres	\$_____
Vacant – Agricultural/Low-Density Residential > 50 acres	\$_____
Vacant – High Density Residential <= 50 acres	\$_____
Vacant – High Density Residential > 50 acres	\$_____
Vacant – Commercial <= 50 acres	\$_____
Vacant Commercial > 50 acres	\$_____

9.2 Appraisal fee, based on highest and best use:

	Per Site
Improved -- <= 10 acres and <= 10,000 square foot improved	\$_____
Improved -- > 10 acres and <= 10,000 square foot improved	\$_____
Improved -- <= 10 acres and > 10,000 square foot improved	\$_____
Improved -- > 10 acres and > 10,000 square foot improved	\$_____

COMMERCIAL REFERENCES

Company Name: _____

Experience: _____

Indicate below the number of years (minimum of three years) the existing proposing company owned or operated by proposer has been in business providing real estate appraisal services operating as the same legal entity prior to submitting proposal:

Number of months/years: _____

All proposers must have performed verifiable work providing real estate appraisal services as specified herein, within the most recent thirty-six (36) month period of time. Three (3) commercial references of comparable scope are required (preferably governmental).

1. Company Name: _____

Location of Service: _____

Dates services were provided: _____

Type of service provided: _____

Contact Person: _____

Title: _____ Telephone () _____

Email Address: _____ Fax () _____

2. Company Name: _____

Location of Service: _____

Dates services were provided: _____

Type of service provided: _____

Contact Person: _____

Title: _____ Telephone () _____

Email Address: _____ Fax () _____

3. Company Name: _____

Location of Service: _____

Dates services were provided: _____

Type of service provided: _____

Contact Person: _____

Title: _____ Telephone () _____

Email Address: _____ Fax () _____

