

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

**Written questions regarding REAL ESTATE APPRAISAL SERVICES – RFP #9009-2510-505
are due prior to: 4:00 PM on November 17, 2025**

Written questions must be submitted via:

WWW.BIDNET.COM

NOTICE TO PROPOSERS

ALL PROPOSALS TO BE SUBMITTED TO:

**THE HERNANDO COUNTY SCHOOL BOARD
8016 MOBLEY RD., 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 Department
The Hernando County School Board
8016 Mobley Road
Brooksville, FL 34601**

RFP TITLE: REAL ESTATE APPRAISAL SERVICES – RFP #9009-2510-505

RFP TO BE OPENED ON: December 4, 2025 AT: 10:00 AM

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

THE HERNANDO COUNTY SCHOOL BOARD, FLORIDA
REAL ESTATE APPRAISAL SERVICES – RFP #9009-2510-505

ISSUE DATE: October 23, 2025

PROPOSAL TITLE: REAL ESTATE APPRAISAL SERVICES – RFP #9009-2510-505

PROPOSALS MUST BE RECEIVED AND TIME STAMPED PRIOR TO: December 4, 2025 at 10:00 AM.

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.bidnet.com on or about December 19, 2025.

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 6326, 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

These General Terms and Conditions apply to this competitive solicitation, and each purchase is made by any authorized method of acquisition. HCSB shall deem that each organization or entity (the "Proposer") submitting a response ("Proposal") has assented to these conditions by responding to this solicitation and accepting a request for purchase via a duly issued purchase order.

During the active solicitation process, before the due date, HCSB may incorporate additional conditions, without limitation, referenced as an addendum, attachment, appendix, or exhibit. Any conflict in terms of additional conditions, and any HCSB-issued addenda will require the following descending order of precedence: answers to HCSB-approved addenda (via www.bidnet.com), solicitation attachments (appendices, exhibits, and this solicitation. HCSB may reject Proposals that fail to accept the stated terms and conditions as "non-responsive."

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. See section 9 for more details.

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 day 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.

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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.

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.

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DISCRIMINATION: A person or affiliate who has been placed on the State of Florida Discriminatory Vendor List or the Convicted Vendor List: following a conviction for a public entity crime may not submit a bid on a contract to provide commodities and services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids 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 over the threshold amount of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.

BANKRUPTCY. At the time of Bid submission, the Proposer shall not be involved in, nor be the subject of, any proceedings relating to insolvency, bankruptcy, either voluntary or involuntary, or receivership proceedings. If the Proposer is awarded a contract for one (1) year or longer, and files for bankruptcy, insolvency, or receivership thereafter, HCSB may, at its option, terminate the contract.

EMPLOYMENT OF UNAUTHORIZED ALIENS. The employment of unauthorized aliens by the 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.

ASSIGNMENT. The Contractor, whether under a separate contract or not, shall not assign any part or whole of this contract to another party, subcontractor, or company nor shall they assign any money due or to become due to him hereunder, without the previous written consent of HCSB. HCSB may transfer the Agreement to any successor performing the same functions. The parties acknowledge that HCSB may transfer any or all its interest in the Agreement to any successor of HCSB.

STATEMENT OF ASSURANCE. The Contractor must comply with the regulations of Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992, in which no person in the United States shall on the grounds of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status be excluded from participation in or be denied the proceeds of or be subject to discrimination in the performance of the Agreement. Also, all the funds, services, materials, property, etc. inclusive in the contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.

AMERICANS WITH DISABILITIES ACT. A Bidder who submits a Bid to HCSB for the provision of commodities and services may not exclude any person(s) from participating in; deny any person(s) the proceeds or benefits of; not otherwise subject any person(s) or subcontractor to any form of discrimination based on grounds of race, creed, color, national origin, age, sex, or disability and remain compliant with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.

TOBACCO PRODUCTS. PER BOARD POLICY 7434 - Tobacco-Free Environment. "use of tobacco" shall mean all uses of tobacco, including cigars, cigarettes, pipes, smokeless tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco. The use of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes, or other smoking devices shall constitute the use of tobacco. HCSB prohibits the use of tobacco within any indoor facility owned, leased, contracted for, or used by the Board, including outdoor areas (practice fields, playgrounds, athletic fields, stadiums, venues, and all open areas owned, leased, contracted for, or used by the Board. HCSB also prohibits the use of tobacco by a passenger in any vehicle owned or operated by the Board, including, but not limited to, school buses, vans, trucks, station wagons, and cars.

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 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.

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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. HCSB will neither review nor acknowledge receipt of a proposal before the due date and time. HCSB cannot accept any missing documents after the due date unless HCSB deems the missing document as non-material to the proposal evaluation. All missing documents must be submitted to the Procurement Officer within 72 hours of the submitted request, excluding Saturdays, Sundays, and state holidays. All communications between Purchasing Department and the Proposer shall be via email. HCSB shall not be responsible for emails that are directed to a Proposer's spam folder.
- 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 submitted be via BidNet.com on time. Proposals received after the date and time of the proposal opening will not be accepted. **It will be the proposers' responsibility to get the proposal submitted via BidNet.com by the deadline.**
- 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. HCSB will not execute a waiver of any such conflict.
- i. The Proposer must provide a list of all legal actions participated in against The School Board of Hernando County, Florida.
- j. Public Inspection of Proposal: HCSB will provide a Proposer's representative with written notice if a public records request has been made for a confidential portion of their proposal in response to this solicitation. HCSB will provide for the inspection or copying of any non-exempt portions of any proposal in its possession, as required by applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its proposal or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to initiate such legal proceedings on time shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a proposal in response to this solicitation, the Proposer agrees to waive any cause of action or claim for damages it may have against HCSB for its release of records in response to a public records request, except for those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold HCSB harmless from any award to a plaintiff for damages, costs, or attorney's fees based upon HCSB' non-disclosure of portions of the Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse HCSB for any attorney fees and costs it may incur in the defense of such non-disclosure.

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k. Trade Secret: If applicable, all “trade secret” information submitted in response to this solicitation must comply with §§ 119.07 and 812.081, Florida Statutes, and shall be submitted in a separate file, clearly labeled as such. A failure by the Proposer to prepare and label the confidential or exempt portions of their proposal in the manner specified herein shall constitute a waiver by the proposer of any applicable exemptions from disclosure or any confidential status, including ones that may apply to trade secrets under Florida law. If challenged, the proposer who submits the trade secret information shall bear all costs associated with defending their position.

VENDOR SANCTIONS. The Proposer certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. HCSB may, by written notice to the Contractor, immediately terminate this contract if HCSB determines that the Contractor has been disbarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to being disapproved as a subcontractor of any public procurement unit or other governmental body.

SUBMITTAL OF A PROPOSAL: The Proposer is solely responsible for the on-time delivery of the proposal via Bid Net. No mailed hard copies will be accepted. HCSB will not review proposals before the due date and time. 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 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.

LOBBYING/CONE OF SILENCE. Board Policy #6324: The Cone of Silence prohibits any communication regarding an active solicitation between any HCSB employee or Board member and any third-party representative or lobbyist of that party, unless permitted in this section. Any Board member, the Superintendent, Evaluation Committee Member, or any HCSB employee is prohibited from having any communications concerning a solicitation for an active competitive procurement during the Cone of Silence period. Any party, representative, or lobbyist of that party is prohibited from having any communications concerning an active solicitation for a competitive procurement with any Board member, the Superintendent, any Evaluation Committee Member, or any other HCSB employee during the Cone of Silence period, regarding a solicitation for a competitive procurement. Communication by any party, representative, or lobbyist of that party, regarding an active solicitation found to violate this section may result in the rejection of their proposal and may include further sanctions. Any communications, including but not limited to matters of process, procedure, or protest, must be submitted in writing and directed to the assigned procurement officer. The Cone of Silence period shall take effect and remain in effect from the time of the solicitation's release until the Board awards the contract. At the time of issuing the solicitation, the Superintendent or designee shall provide public notice of the Cone of Silence and include this notice in any advertisement or public solicitation for commodities and contractual services, stating the requirements of this section. Unless expressly provided otherwise in the applicable solicitation document, the Cone of Silence does not apply to:

- Oral communications at the pre-proposal or pre-bid conference.
- Communications during evaluation committee meetings, including presentations, demonstrations, or interviews.
- Oral communications during any duly noticed Board meeting.

NOTICE TO PROCEED. Contracts will be awarded to selected appraisers on a rotating basis whose response to the solicitation represents the best overall value to HCSB, as determined by the Department of Facilities and Construction. When a project is selected, HCSB will issue the project to the Contractor to proceed and a purchase order has been issued. No work will be authorized until HCSB notifies the Contractor to proceed.

- All specifications in this solicitation are designed to enable a Proposer to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting HCSB's actual needs and preferences. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive.
- The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the goods and services required by the Contract.

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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".

According to §§ 119.07(1), Florida Statutes, and 24(a), Article I of the State Constitution, HCSB may reject Proposals submitted in response to this solicitation, and such Proposals shall remain exempt from § 119.07(1), Florida Statutes, and 24(a), Article I of the State Constitution, until HCSB provides notice of an intended decision concerning the reissued solicitation or until HCSB withdraws the reissued solicitation, not to exceed twelve (12) months from the date of the Notice of Rejection.

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, hold harmless, and defend HCSB, its agents, servants, and employees servants, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which HCSB, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the commodities and services furnished by the Contractor, its agents, servants, or employees; the Contractor's equipment, its agents, servants, or employees while such equipment is on premises owned or controlled by HCSB; or the negligence of the Contractor or the negligence of Contractor's agents when acting within the scope of their employment, whether such claims, judgements, costs, and expenses be for damages, damage to property including HCSB's property, and injury or death of any person whether employed by the Contractor, HCSB or otherwise.

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.

The Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, subcontractor's files, and any other supporting evidence necessary to substantiate payments and income related to this contract (records) shall be open to inspection and subject to audit and reproduction, during normal working hours, by an HCSB authorized representative to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Contractor or any of their payees pursuant to the execution of the Agreement. Such records subject to the examination shall also include, but be not limited to, those records necessary to evaluate and verify payments and any other matters or items associated with the Agreement. For such audits, inspections, examinations, and evaluations, the HCSB-authorized representative shall have access to the records from the effective date of this contract, for the duration of the work, and until 5 years after the date of the Contractor's final payment pursuant to the Agreement. the Contractor shall reimburse HCSB for all undocumented payments found not to follow the provisions of the Agreement. HCSB's agent or its authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this section. The HCSB-authorized representative shall give the Contractor reasonable notice of intended audits. The Contractor shall certify that payments are accurate and correct on each payment. If an audit reveals a discrepancy, such as an overpayment, the Contractor must reimburse HCSB for the discrepancy with a minimum of 18% per annum interest. If an audit inspection or examination in accordance with this article, discloses overpayments (of any nature) by HCSB to the Contractor of more than ten (10%) percent of the total payments, the cost of HCSB's audit shall be paid by the Contractor in addition to the overpayments by HCSB.

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.

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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.
- 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.

JOINT PROPOSAL. HCSB will recognize a single proposer as the primary contractor should multiple proposers submit a joint proposal in response to the competitive solicitation. If offering a joint proposal, the prime contractor must:

- Include the name and address of all parties to the joint proposal.
- Provide all necessary bonding and insurance requirements, execute the contract, complete the proposal, and assume overall accountability to resolve any disputes that may arise from the award. Only a single award with the submitting proposer shall be authorized by HCSB.
- Be responsible for the performance of services associated with the response to this RFP and overall contract administration.
- Attend any required HCSB meetings, oversee the preparation of reports and presentations, and file notices of protest and final protests as described in this document.
- Prepare and present consolidated invoice(s) for services performed. HCSB shall issue only one check for each consolidated invoice for services performed to the prime contractor.

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.bidnet.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.

HCSB shall have the authority to reject any proposals submitted in response to this competitive solicitation and request new proposals or purchase the required commodities and services in any other manner authorized under Rule 6A-1.012, F.A.C.

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GOVERNING LAW JURISDICTION & VENUE: This agreement and each schedule shall be governed in all respects by, and construed in accordance with, the laws of the State of Florida. Proposer irrevocably submits to the jurisdiction of the county or circuit courts of the Fifth Judicial Circuit serving Hernando County, Florida, in all respects to enforce the terms of this agreement, notwithstanding any provisions in the agreement to the contrary, and further agrees that they will present any disputes under this agreement, including, without limitation, any claims for breach or enforcement of this agreement, exclusively to the court. The prevailing party shall be entitled to recover reasonable attorney's fees and court costs for any such action.

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.

ALTERNATIVE PURCHASING OPTIONS (NON-EXCLUSIVITY): This RFQ does not establish an exclusive arrangement between HCSB and the Contractor(s). Additionally, HCSB reserves the following additional unrestrictive rights to:

- use additional vendors to provide the commodities and services, or deliver the same or related products, as described herein when it is to the economic benefit of HCSB; or
- propose any work, products, or services as described herein when it is to the economic benefit of HCSB; or
- purchase items on this ITB from any State of Florida public entity, the General Services Administration (GSA), Bay Area Schools Purchasing Council (BASPC), or any purchasing cooperative that serves school districts; or
- generate emergency purchases from the next lowest Bid(s); or
- generate additional purchases due to the Contractor's inability to provide the commodities and services under the requested timeframe.

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.

INDEPENDENT CONTRACTOR. HCSB engages the Contractor as an independent business. The Contractor agrees to provide the commodities and services in the manner of and as an independent contractor. In accordance with the status of an independent contractor the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold HCSB as, nor claim to be an officer or employee of HCSB for any right or privilege applicable to an officer or employee of HCSB, including, but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

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.

SEVERABILITY. In case any one or more of the provisions contained in this solicitation shall be for any reason held to be invalid, illegal, unlawful, unenforceable, or void in any respect, the invalidity, illegality, unenforceability, unlawful, or void nature of that provision shall not affect any other provision and the Agreement shall be considered as if such invalid, unlawful, unenforceable, or void provision had never been included herein.

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.

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)

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upon request from the Office of Communications, provide HCSB 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 § 119.07(4), Florida Statutes, or as otherwise provided by law; and c) 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; d) 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 e) 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.

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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**. (\$1,000,000.00 at the time of this solicitation)
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. \$2,000,000.00 in the aggregate.
 - 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.
10. **No Waiver of Sovereign Immunity.** Nothing contained herein shall be deemed or construed as a waiver of sovereign immunity, as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

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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 205,000 persons. There are over 472 square miles of land within Hernando County.

2 SCOPE OF SERVICES

The HCSB is seeking competitive proposals from firms with currently licensed appraisers in Hernando County, Florida, to assist the HCSB with appraising the acquisition of property for future school sites and support facilities, the sale of existing School Board real property, providing other appraisal-related services relating to real property for land improvements and other related assets to determine market value. 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.
 - 2.1.1.5 The appraisal shall determine the highest and best use for the property to determine value. This determination shall be made utilizing professionally acceptable methodologies, including consideration of, but not limited to, adopted comprehensive plan provisions such as the future land use category, current zoning district, local land development regulations, and other federal, state, and local regulations that may apply to the site.

HCSB School Planner or Director of Facilities and Construction reserves the right to track and compare relative appraisals between shortlisted Contractors. If a Contractor provides property appraisal figures, which are significantly outside the average, clear documentation as to comparable must be provided. If a pattern of being outside the average continues over time, HCSB School Planner or Director of Facilities reserves the right, with thirty (30) days' written notice, to remove the Contractor from the shortlist.

For each appraisal, HCSB Director of Facilities will require one (1) bound and certified original and an exact duplicate electronic medium acceptable to HCSB

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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.

2.2 **Notice to Proceed.** Contracts will be awarded to selected appraisers on a rotating basis whose response to the solicitation represents the best overall value to HCSB, as determined by the Department of Facilities and Construction. When a project is selected, HCSB will issue the project to the Contractor to proceed and a purchase order has been issued. No work will be authorized until HCSB notifies the Contractor to proceed.

2.2.1 All specifications in this solicitation are designed to enable a Proposer to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting HCSB's actual needs and preferences. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive.

2.2.2 The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the goods and services required by the Contract.

2.3 **Estimated Expenditures.** HCSB's performance and obligation to pay under the Agreement are contingent upon an annual appropriation by the Board. For protest purposes only, the estimated budget is \$55,000 per year.

2.4 **Price/Rate Provisions.** All prices, costs, fees, and charges offered herein shall be firm against any increase for the initial term of the contract, unless mutually agreed upon or as stated otherwise in this solicitation or its addenda. The Contractor is responsible for notifying Purchasing Department at least 60 days before any anticipated changes in prices. Any request for changes requires the submittal of bona fide manufacturer's documents, including but not limited to Producer Price Index information, Consumer Price Index for the affected market, industry, commodities, and/or manufacturer's price list. Fuel and other surcharges will be refused unless the above conditions are met. HCSB reserves the right to accept or reject, within 30 days, the request for a price change. If rejected, HCSB will cease future orders for the affected items.

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3 EVALUATION OF PROPOSALS

The Facilities & Construction Department shall forward only those on-time proposals to the assigned HCSB Evaluation Committee (the “Committee”) for further evaluation. HCSB will not evaluate non-responsive, non-responsible proposals. The Committee may consist of HCSB personnel and additional stakeholders who will review, discuss, and rank the proposals. Purchasing Department personnel will participate as facilitators.

- 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 9.4 “Minimum Qualifications/Experience”.
 - 3.1.6 Ability to complete the expected contract term in full compliance with this RFP.
- 3.2 The following factors, along with the information submitted under Section 5, will be considered when evaluating proposals. The maximum points designated to each section of the proposal are:
 - 3.2.1 **Experience (TAB 1):** 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 \$500,000.00. 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 (TAB 2):** 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 **Company Info/References (TAB 3):** 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 under Section 11. 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.*
 - 3.2.4 **Price/Fees for Services (TAB 5):** This is the expected amount your firm would be compensated for services provided to the HCSB per Section 10 “Proposal Form”. **(25 points)**
 - 3.2.5 **Demonstrated Knowledge of the Hernando County Market (TAB 6):** 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)**

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3.2.6 Quality of Sample Report (TAB 7): 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)**

3.3 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 highest-ranked firm(s) to create a contract(s) for approval by the HCSB. HCSB may seek to reach acceptable terms with any Proposer or terminate discussions as it deems to be in its best interest. 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). For Single Negotiations, HCSB negotiates with the top-ranked Proposer. For concurrent negotiations, HCSB negotiates simultaneously with two or more top-ranked proposers after weighing factors under section 3.2. Negotiations continue simultaneously until a 'best and final offer' is reached, resulting in a satisfactory agreement.

4 ANTICIPATED TIME LINE

October 23, 2025	RFP is Issued
Prior to 4:00 P.M. November 17, 2025	Written Questions Due
November 19, 2025	Addendum Issued (if required) in Response to Questions
10:00 A.M. December 4, 2025	Proposal Due Date and Time
December 4, 2025	Distribution of Proposals to Committee Members
December 4, 2025 through December 17, 2025	Individual Committee Member Review of Proposals
TBA	Final Committee Meeting
December 19, 2025	Posting of Recommendations for Award (On or about)
TBA	School Board Award of Proposal

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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 two (2) exact duplicates, as well as a portable digital copy, in a sealed envelope. 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.
- 5.2 **Tab 1 - Cover Letter & Experience:** 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)
 - 5.2.2 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 \$500,000.00. 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.
- 5.3 **Tab 2 – Qualifications:** The Proposer shall provide a 2 to 4-page summary of their qualifications, including related skills and market strengths, and the licensers and credentials of the firm's principals and the firm's members being proposed to work on HCSB projects. If applicable, include subcontractor qualifications. Work will not be assigned to subcontractors without written approval from the HCSB. Provide information regarding past working relationships on similar projects. This section also consists of the following:
 - 5.3.1 Key Personnel. Identify key personnel and provide biographical information, including their resumes, detailing their backgrounds, expertise, and job descriptions. Additionally, a staffing plan should be provided, including key personnel, the number of dedicated team members, and the professional qualifications of these team members. Indicate MAI or SRPA designations if applicable.
 - 5.3.2 Technical Staff. The Proposer must provide the number of technical personnel employed and how many will be available to support HCSB.
 - 5.3.3 Proposer Resources/Equipment. The Proposer must list all resources available to provide the required contractual services. At a minimum, list all applicable assets, including equipment, vehicles, and any specialized skills relevant to the task.
- 5.4 **Tab 3 – Company Info/References:** See Section 9, Item 9.6. 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 under Section 11. 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.

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- 5.5 **Tab 4 - Scope of Services:** The Proposer must acknowledge agreement with the specific requirements of the items in Section 2, Scope of Services. 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 10, 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 – Demonstrated Knowledge of 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. 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 This solicitation will comply with all applicable HCSB policies and federal, state, and local laws and regulations. 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. This solicitation does not obligate HCSB to enter into a contract or reimburse any Proposer for costs incurred in preparing and submitting a proposal or anticipating a contract.
- 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 question via www.bidnet.com for clarification prior to 4:00 p.m., November 17, 2025.**
 - 6.2.1 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 Bid Net.
- 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 Bid Net (www.bidnet.com).
- 6.4 Three (3) hard copies plus a portable digital copy, for a total of four (4) copies of the proposal, are to be submitted in a sealed envelope, which bears the name, address and telephone number of the Provider and marked "RFP #9009-2510-505 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

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Proposal). 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 HCSB reserves the right to qualify proposals that HCSB deems to meet the qualifications listed in this solicitation. HCSB, at its sole discretion, reserves the right to cancel, recall, or reissue all or parts of this solicitation or to re-advertise the identical or revised specifications. HCSB may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the services described in this solicitation. Furthermore, HCSB may, at its sole discretion:

- 7.1.1 evaluate the Proposer's past performance with HCSB and other customers; or
- 7.1.2 reject any or all proposals; or
- 7.1.3 issue a subsequent solicitation for the same commodities and services; or
- 7.1.4 cancel the entire solicitation; or
- 7.1.5 remedy solicitation errors; or
- 7.1.6 reduce the scope of services (if deemed in HCSB's best interest and at HCSB's sole discretion); or
- 7.1.7 appoint an evaluation committee to review the proposals; or
- 7.1.8 seek the assistance of technical experts to review the proposals; or
- 7.1.9 approve or disapprove the use of subcontractors and suppliers; or
- 7.1.10 award a contract to one or more (or none) of the proposers; or
- 7.1.11 accept other than the lowest-priced proposal; or
- 7.1.12 waive informalities and irregularities in the Proposals; or
- 7.1.13 award a contract without discussions or negotiations; or
- 7.1.14 disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices by a 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.

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. Upon conclusion of the services hereunder, such property shall be returned to the District. All such HCSB property shall be returned to District and accounted for prior to HCSB providing final payment for contracted services.

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

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- 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 DEFINITION: The following terms shall have the following meanings.

- 8.1 Addenda/Addendum. HCSB written or graphic instruments posted to www.bidnet.com before the solicitation opening date to supersede or modify this solicitation by addition, deletion, correction, or clarification.
- 8.2 Agreement. Unless a separate document is provided for signature by the Parties, the Agreement shall include this solicitation, attachments, appendices, all related addenda, and answers to questions via www.bidnet.com, the Proposal, all mutually agreed-upon amendments, and subsequent renewals covering the provision of commodities and services as outlined herein.
- 8.3 Commodities. Commodities shall mean any of the various supplies, materials, goods, merchandise, food, equipment, information technology, and other personal property, including a mobile home, trailer, or other portable structure that has less than 5,000 square feet of floor space, purchased, leased, or otherwise contracted for by HCSB.
- 8.4 Contractor. The Contractor shall mean any business entity awarded by the Board or approved by HCSB's Purchasing Department under a Proposal submitted by that organization in reply to this solicitation.
- 8.5 Default. The omission or failure to fulfill a duty, observe a promise, discharge an obligation, or perform as agreed.
- 8.6 Florida Statutes (F.S.). The codified, statutory laws of the State of Florida.
- 8.7 Procurement Officer shall serve as the primary HCSB representative for this solicitation.
- 8.8 Proposer. The Proposer shall include a vendor that submits a proposal in response to this competitive solicitation.
- 8.9 Renewal. A contract renewal is the process of extending or continuing an existing contractual agreement between the parties beyond the original expiration date.
- 8.10 Request for Proposals ("RFP"). A written solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for HCSB to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when HCSB is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document.
- 8.11 Responsible Proposer/Bidder. A supplier with the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.
- 8.12 Responsive Proposal/Bid. A bid, proposal, or offer that fully conforms in all material respects to the solicitation and all of its requirements, including all form and substance.
- 8.13 Services. An agreement calling for a contractor's time and effort. The furnishing of labor, time, or effort by a contractor or supplier, which may involve, to a lesser degree, the delivery or supply of products.
- 8.14 Superintendent. Superintendent shall mean the District's superintendent or designee. For the purposes of this solicitation, the General Manager of Purchasing Department will serve as the designee.
- 8.15 Vendor. A seller of goods or services whereby the exchange is solely transactional.

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9 SPECIAL PROVISIONS

9.1 **Contract Term/Option to Renew:** The initial term of the contract shall be for a three (3) year period following School Board approval.

9.1.1 Anticipated commencement of this contract is January, 2026 (tentative).

9.1.2 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.

9.1.3 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.

9.1.4 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 9.2 and 9.3.

9.2 **Contract Termination for Convenience:** 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.

9.3 **Contract Termination for Cause.** HCSB will periodically inspect commodities and services to ensure the Contractor's compliance with all terms and conditions of the Agreement. HCSB reserves the right to terminate the Agreement for cause, which shall include without limitation the Contractor's failure to comply with any provision of the Agreement. Prior to HCSB terminating an Agreement, the General Manager of Purchasing Department or designee may initiate an internal review of the situation; HCSB may invite the Contractor to participate. If HCSB determines that grounds exist to declare the Contractor in default, the Superintendent or designee shall provide the Contractor written notice of default and termination, making specific reference to the provision(s) that gave rise to the breach. Inaction by HCSB to exercise its rights is not a waiver of such rights. HCSB may notify the Contractor as follows:

9.3.1 **Initial Cure Notice.** An initial notification will require the correction of any discrepancies, inconsistencies, or items not meeting the specifications contained herein at no additional cost to HCSB. Within ten (10) days of receipt of the notice, or as mutually agreed, the Contractor must provide a written response describing the Contractor's steps to correct the noted deficiencies.

9.3.2 **Second Notice.** A second discrepancy notification shall serve, upon receipt, as notification of immediate termination due to the discrepancies, inconsistencies, or commodities and services not meeting specifications contained herein and the Contractor shall cease with the provision of commodities and services. In such an event, HCSB shall pay the Contractor only for satisfactory commodities and services. The Contractor and its sureties may be liable to HCSB for any additional HCSB-incurred costs to complete the job and repair of damages to the site and shall be deemed a breach of contract, subject to termination, and shall be a factor during the evaluation of future HCSB competitive solicitations

9.3.3 If HCSB did require performance security, HCSB may elect to execute the performance security as liquidated damages.

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9.3.4 If HCSB did not require performance security, the Contractor shall pay HCSB, as liquidated damages, an amount not to exceed five (5%) percent of the total estimated value of the item(s) in question. If the proposed pricing is a lump sum amount, then the amount due is five (5%), percent of the remaining value of the Agreement. The Contractor's failure to pay the liquidated damages within thirty (30) days after notification that liquidated damages are due, shall lose eligibility to transact business with HCSB for a period of not less than one (1) year, but no more than two (2) years after the date of the default, as determined by the General Manager of Purchasing Department. Thereafter, the Contractor may request reinstatement of the Active Bidders List. HCSB reserves the right, upon contract cancellation, to award the agreement to the next lowest Bid for the unexpired contract term or publish a new competitive solicitation.

9.4 **Minimum Qualifications/Experience:** The Proposer must provide, with their proposal, proof that they meet the following minimum qualifications. A Proposer submitting a Proposal that fails to meet the minimum qualifications will be deemed non-responsible and will not be evaluated. The Proposer must demonstrate the validity of the stated documents as of the Proposal's due date. Contractor shall provide documentation of applicable license and certification as indicated below. The HCSB reserves the right to request documentation at any time during the contract period. The following are minimum qualifications of the successful Contractor:

9.4.1 **Experience.** 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. The Proposer must provide proof along with the proposal:

9.4.1.1 articles of incorporation; or

9.4.1.2 Sunbiz.org screenshot (or equivalent from the Proposer's home state if solely shipping commodities); or

9.4.1.3 business tax receipts...)

9.4.2 Documentation of Florida State Certified Real Estate Appraiser license in accordance with the current Uniform Standards of Professional Appraisal Practice (USPAP). The license must not be expired. Per § 253.025 (8), Florida Statutes, the appraiser must be State-certified.

9.4.3 Knowledge and experience working in the Hernando County market.

9.5 **Authorization To Do Business In The State of Florida.** Unless solely shipping commodities, foreign (out of state) corporations and foreign limited partnerships must provide proof of authorization to do business in Florida. Domestic corporations must be active and in good standing in the state of Florida. The Proposer must provide proof of registration on www.sunbiz.org unless the Contractor will solely provide commodities via mail.

Florida Department of State, Division of Corporations Registration Requirements. Vendors required to be registered with the Florida Department of State, Division of Corporations, or those incorporated within the State of Florida must provide their Florida document number and written documentation of "active" status. All registered Vendors must have an active status in order to be eligible to do business with HCSB. A Vendor doing business under a fictitious name must submit their Bid using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit www.Sunbiz.org.

9.6 **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 11. 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.

9.7 **Contractor's Obligations.** The Contractor shall keep HCSB fully informed as to the progress of the provision of commodities and services. The Contractor may do so not only through regularly issued progress reports, cost reports, and minutes but also through close liaison between such designated HCSB personnel. The Contractor shall submit to HCSB minutes of any meetings attended by the Contractor and HCSB relating to the commodities and services within 10 business days following such meetings.

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9.8 **HCSB Procurement Policy (6320).** HCSB Procurement Policy is incorporated into this RFP (and, therefore, any contract awarded as the result of this RFP) by reference. HCSB Procurement Policy binds the Contractor, by participation in this RFP, in any issue or action related to this RFP or subsequent Agreement resulting from this RFP.

9.9 **Student Confidentiality.** Any records, materials, documents, or other objects containing confidential information, as well as copies thereof, obtained by the Contractor during the provision of commodities and services to HCSB are confidential. They shall not be used or disclosed in any manner by the Contractor, except as permitted by applicable law, regulations, and the policies and practices of HCSB. Notwithstanding the policies and practices of HCSB, in no event shall the Contractor use or disclose confidential information in violation of the Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), Americans with Disabilities Act (ADA), Family and Medical Leave Act (FMLA), or other applicable laws or regulations. After the termination of the contract with HCSB, the Contractor shall not use or disclose the contents of such confidential information for any purpose whatsoever, except as may be required by law, in which case the Contractor must first furnish prompt notice to HCSB to permit HCSB an opportunity to contest such disclosure. The Contractor agrees not to remove from HCSB premises, except as a contractor, acting on behalf of HCSB and in pursuit of the business for HCSB, or except as authorized or directed by HCSB, any records, materials, documents, or objects containing or reflecting any confidential information. The Contractor acknowledges that all such documents and objects, whether developed by the Contractor or others, are the exclusive property of HCSB. Upon contract expiration, or at any other time upon request by HCSB, and at HCSB's sole discretion, the Contractor shall promptly deliver to HCSB all documents and records in the Contractor's possession or control that contain confidential information, as defined in this RFP. The Contractor's failure to comply with the provisions of this contract regarding confidential information constitutes a breach of this contract and may result in the termination of the Agreement and further legal action against the Contractor. The provisions of the Agreement about confidential information shall survive termination of the Agreement between HCSB and the Contractor. The Contractor shall be solely responsible for any claims, damages, costs, and expenses, including reasonable attorney fees, incurred by HCSB due to the Contractor's breach of the confidentiality provisions of the Agreement. The Contractor further agrees that HCSB may obtain injunctive or other equitable relief in a court action to restrain any further breach of the Agreement or to prevent unauthorized use or disclosure of confidential information by the Contractor.

9.10 **Bankruptcy.** At the time of Bid submission, the Proposer shall not be involved in, nor be the subject of, any proceedings relating to insolvency, bankruptcy, either voluntary or involuntary, or receivership proceedings. If the Proposer is awarded a contract for one (1) year or longer, and files for bankruptcy, insolvency, or receivership thereafter, HCSB may, at its option, terminate the contract.

9.11 **Travel Expenses.** Per § 287.058(1)(b), Florida Statutes, HCSB will only provide reimbursement for travel-related bills if expressly authorized by terms of the Agreement. The Contractor must submit such travel bills per § 112.061, Florida Statutes.

9.12 **E-Verify.** Per § 448.095, Florida Statutes, all employers within the state shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of the Agreement. The Contractor shall also require all subcontractors performing work under the Agreement to utilize the E-Verify system for any employees they may hire during the term of the Agreement. The Contractor must provide evidence of compliance with § 448.095, Florida Statutes. Evidence may consist of, but is not limited to, providing notice of the Contractor's E-Verify number. Failure to comply with this provision constitutes a material breach of the Agreement, and HCSB reserves the right to terminate the Agreement at its sole discretion. The Contractor may be liable for all costs associated with HCSB securing the same services, inclusive, but not limited to, higher costs for the same services and bidding costs (if necessary).

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9.13 **Subcontractors.** The Contractor shall serve as the prime contractor, shall be responsible for all actions taken by its subcontractors, and shall bear all liability for the actions of its subcontractors under the Agreement. The Proposer must identify each subcontractor in the Proposal. Each subcontractor must obtain HCSB's approval and comply with all the Contractor's requirements herein. All references herein to the Contractor apply to the subcontractor(s) as well. Subcontractor means any organization that the Contractor utilizes for the provision of commodities and contractual services subject to the Agreement. The Contractor must notify HCSB for prior approval as to the use of or replacement of any subcontractor.
____ Agreed ____ Exception ____ Not Applicable

Subcontractors to be utilized:

9.14 **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.

9.14.1 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.

9.14.2 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.

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.

9.15 **Force Majeure.** No default, delay, or failure to perform on the part of either party will be considered a default, delay, or failure to perform otherwise chargeable, hereunder, if such default, delay, or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts, or inactions of governmental authorities; pandemics; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay, or failure to perform, any date or times by which either party is otherwise scheduled to perform will be extended automatically for a period equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

9.16 **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.

9.17 **Purchase Order (PO) Number.** All accounting and invoicing correspondence must reference an HCSB PO number. HCSB may generate individual purchases via blanket or multiple POs against the Agreement, as required.

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9.18 **Invoice Submittal.** The Contractor shall submit an original invoice to the HCSB Accounts Payable Facilities and Construction Department, Email Parnell_T@hcsb.k12.fl.us. Per §§ 287.058(1)(a), Florida Statutes: bills for fees or other compensation for services or expenses must provide enough detail for a proper pre-audit and post-audit thereof.

9.19 **“Duplicate” or “Copy” Invoice.** All service contracts require a duplicate invoice, identified as a “duplicate” or “copy” to the ordering department or designated project leader.

9.20 **Payment Assignment.** Any purchase order or contract issued pursuant to an Agreement hereunder, and the monies that may become due are not assigned except with prior written approval by HCSB Facilities and Construction Department.

9.21 **Request for Payment.** The Contractor, unless under a mutual written contract, shall provide invoices that will include all scheduled services, products purchased, and services completed during the previous 1-month period. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of § 68.082, Florida Statutes, pertaining to false claims against the State, and § 837.06, Florida Statutes, pertaining to false official statements.

9.22 **Excess Funds.** The Contractor shall promptly notify, and refund HCSB of any funds erroneously received, upon discovery of erroneous payment or overpayment, with interest calculated from the date of the erroneous payment or overpayment. The Contractor shall calculate the amount of Interest using the interest rate for judgments under § 55.03, Florida statutes.

9.23 **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.

9.24 HCSB reserves the right to procure services from a backup contractor for any of the following reasons, without limitation:

9.24.1 The Contractor cannot comply with the required timeline or performance level.

9.24.2 The Contractor is not in compliance with the required timelines of current or previous projects.

9.24.3 A HCSB emergency arises

9.24.4 It is in the best interest of the HCSB to do so.

THE HERNANDO COUNTY SCHOOL BOARD, FLORIDA
REAL ESTATE APPRAISAL SERVICES – RFP #9009-2510-505

10 PRICE SHEET

10.1 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	\$ _____

10.2 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	\$ _____

10.3

Hourly Rate, for services beyond scope of above rate (If additional services or special conditions warrant work above and beyond a standard appraisal for the above categories HCSD representative will negotiate with Appraisal Firm and approve additional hours at this rate prior to issuing a Purchase Order. Should an agreement not be negotiated HCSD will rotate to the next appraiser on the list and the Appraisal Firm will be placed at the bottom of the rotational list.)	\$ _____ /HR
--	--------------

**FAILURE TO COMPLETE THIS PAGE
IN ITS ENTIREITY WILL RESULT IN
DISQUALIFICATION OF YOUR
PROPOSAL**

THE HERNANDO COUNTY SCHOOL BOARD, FLORIDA REAL
ESTATE APPRAISAL SERVICES - RFP #9009-2510-505

Section 11-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 () _____

**HERNANDO COUNTY SCHOOL DISTRICT
SUBMITTAL SCORE SHEET
REAL ESTATE APPRAISAL SERVICES**

Evaluator # : _____

Date: _____

Name of Firm : _____

RFP # : 9009-2510-505 _____

SCORE:

Weight₂ x Rating₃ = Score

1. EXPERIENCE₁ (Tab 1) 20 x _____ = _____

2. QUALIFICATIONS₁ (Tab 2) 10 x _____ = _____

3. COMPANY INFO/REFERENCES₁ (Tab 3) 5 x _____ = _____

4. PRICE/FEES₁ (Tab 5) 25 x _____ = _____

5. DEMONSTRATES A KNOWLEDGE OF HERNANDO COUNTY₁ (Tab 6) 25 x _____ = _____

6. SAMPLE REPORT QUALITY₁ (Tab 7) 15 x _____ = _____

TOTAL SCORE: _____⁴

NOTES:

- 1. Criteria:** Evaluator will review all information presented, including unique characteristics and abilities, in order to rate the firm's qualifications in each category.
- 2. Weights:** Weights are assigned to establish the relative importance of the listed criteria.
- 3. Ratings:** Evaluator will assess the strength of each firm's qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating. (Use whole numbers)
- 4. Total Score:** Includes the sum of all criteria.

Attachment B Addenda And Bid Form. As evidenced by the affidavit required herein, the signer of this bid guarantees the truth and accuracy of all statements and answers to interrogatories made hereinafter. The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor, or any person, firm, or corporation to furnish any pertinent information requested by HCSB or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given accurately represents the office location and resources from where the commodities and contractual services are to be rendered.

The Proposer is not responsible for acknowledging the final HCSB-uploaded addenda (addenda provided after the Question Due Date) if the final addenda do not create a fundamental change to the Proposal.

Receipt of the following Addenda is hereby acknowledged. (List all Addenda as follows):

Addendum No. 1 Dated: _____

Addendum No. 2 Dated: _____

Addendum No. 3 Dated: _____

Addendum No. 4 Dated: _____

Addendum No. 5 Dated: _____

Addendum No. 6 Dated: _____

Addendum No. 7 Dated: _____

Addendum No. 9 Dated: _____

X

Signature _____ Title _____

Print Name _____ Date _____

[INTENTIONALLY BLANK.]

Attachment C Vendor Affidavit Regarding the Use of Coercion for Labor and Services.

HERNANDO COUNTY PUBLIC SCHOOLS

VENDOR AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

HUMAN TRAFFICKING: § 787.06 (13), FLORIDA STATUTES

Section 787.06(13), Florida Statutes, requires all nongovernmental entities (the “Contractor”) executing, renewing, or extending a contract with a governmental entity (such as The School Board of Hernando County, Florida, or Hernando County Public Schools) to provide an affidavit signed by an officer or representative of the Contractor under penalty of perjury that the Contractor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of the Contractor, I certify that the company identified above does not:

- use or threaten to use physical force against any person; or
- restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will; or
- use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; or
- destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; or
- cause or threaten to cause financial harm to any person; or
- entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of § 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

[INTENTIONALLY BLANK.]

Attachment D Drug-Free Workplace Certification. HCSB shall provide tie bid preference to businesses with drug-free workplace programs. Whenever two or more bids, which are equal concerning price, quality, and service, are received by HCSB for the procurement of commodities or services, a bid is received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. HCSB shall establish procedures for processing tie bids if none of the tie bids have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- 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 violating such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business 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.
- Give each employee providing the commodities or contractual services a copy of the statement specified in subsection (1).
- In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are underbid, 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 any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any convicted employee.
- Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

Attachment E Non-Collusion Affidavit. The Proposer shall certify by completing and executing the Non-Collusion Affidavit below. To affirm that they are not related to any of the parties bidding in the competitive solicitation and that the Proposal is genuine and not a sham or is collusive or made in the interest of or on behalf of any person not named in the Non-Collusion Affidavit. The Proposer must also certify that they have not directly or indirectly induced or solicited any other Proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing. The Proposer shall further certify that they have not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer.

STATE OF _____

COUNTY OF _____

I state that _____
(Name and Title)

_____ (Name of Proposer)

am authorized to make this affidavit on behalf of the Proposer and its owner, directors, and officers. I am responsible for the Proposer for the price(s) and amount(s) of this RFP and the preparation of the Proposal. I state that:

- This proposal's price(s) and amount(s) have been arrived at independently and without consultation, communication, or agreement with any other Provider, potential provider, or Proposer.
- Neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this RFP, have been disclosed to any other firm, organization, or the person who is a Contractor, potential Contractor, Proposer, or potential Proposer, and will not be disclosed before Proposal opening.
- No attempt has been made nor will be made to induce any organization or persons to refrain from submitting a Proposal for the Agreement, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or another form of complementary Proposal.
- The Proposal of my firm is made in good faith and not under any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
- _____ (Name of Proposer), its affiliates, subsidiaries, officers, director, and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion concerning bidding on any public contract, or, if they have been, the details of such are as follows (separate sheets may be attached):

I state that I, and the named Proposer, understand and acknowledge that the above representations are material and important and will be relied on by The School Board of Hernando County, FL, for which this Proposal is submitted. I understand, and the Proposer understands, that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from The School Board of Hernando County, FL, of the facts relating to the submission of Proposals for the Agreement.

Print Name _____

Title _____

X _____

Signature _____

Date _____

Attachment F

Scrutinized Company Certification. I hereby swear or affirm that as of the date below, this company is not listed on a Scrutinized Companies list created under §§215.4725, 215.473, or 287.135, Florida Statutes. Under §287.135, Florida Statutes, I further affirm that:

- This company is not participating in a boycott of Israel such that it 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 Israeli-controlled territories in a discriminatory manner.
- This Company does not appear on the Scrutinized Companies with Activities in Sudan List, where the State Board of Administration has established the following criteria:
 - Have a material business relationship with the government of Sudan or a government-created project involving oil-related, mineral extraction, or power generation activities or
 - Have a material business relationship involving the supply of military equipment or
 - Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan or
 - Have been complicit in the genocidal campaign in Darfur.
- This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, where the State Board of Administration has established the following criteria:
 - Have a material business relationship with the government of Iran or a government-created project involving oil-related or mineral extraction activities or
 - Made material investments that significantly enhanced Iran's petroleum sector.
- This Company is not engaged in business operations in Cuba or Syria.

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

Attachment G Truth And Accuracy Statement. The signer of this solicitation guarantees, as evidenced by the affidavit required herein, the truth and accuracy of all statements and all answers to interrogatories hereinafter made.

The undersigned hereby:

- authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor, or any person, firm, or corporation to furnish any HCSB-requested pertinent information, or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the organization; and
- states that all information given is an accurate representation of the office location and resources from where the services are to be rendered; and
- certifies that he/she is authorized to sign this bid for the organization and that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. The undersigned certifies acceptance of this solicitation's terms, conditions, exhibits, specifications, attachments, and addenda.

"I certify (or declare) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct."

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK.]

Attachment H Statement Of Qualifications. Provide written responses to the following questions. If the answer to any of the questions is “Yes,” the Proposer shall describe fully the circumstances, reasons, therefore, the status, and ultimate disposition of each matter that is the subject of this inquiry. If additional space is needed for any question, please attach it to this document.

Has the Proposer been declared in default of any contract?

Yes No: Has the Proposer forfeited any payment of performance bond issued by a surety company on any contract?

Yes No: Has an uncompleted contract been assigned by Proposer's surety company on any payment of performance bond issued to Proposer arising from its failure to fully discharge all contractual obligations thereunder?

Yes No: Within the past three (3) years, has Proposer filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes No: Is Proposer now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

Yes No: Is the Proposer currently involved in any state of fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

License Sanctions. Below, list any regulatory or license agency sanctions. HCSB may perform a background check on any Proposer with all state and regulatory agencies.

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

- (1) The prospective lower tier participant certifies, by submission 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.
- (2) 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.

Organization/Company Name

Bid/RFP Number

Name(s) and Title(s) of Authorized Representative(s)

Signature(s):

Date:
