

# REQUEST FOR PROPOSAL RFP #10-1785FL

## PROPERTY APPRAISAL SERVICES

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, for the purpose of providing Property Appraisal Services.

TIME AND DATE DUE: Proposals will be received until 4:00 p.m., Friday, October 8, 2010 at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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**Important note:** A prohibition on Lobbying has been enacted. Please review paragraph A.17 carefully to avoid violation and possible sanctions.

#### FOR INFORMATION CONTACT:

Frank Lambertson, Negotiator

P 941.749.3042 F 941.749.3034

[frank.lambertson@mymanatee.org](mailto:frank.lambertson@mymanatee.org)

Manatee County, Financial Management Department  
Purchasing Division

AUTHORIZED FOR RELEASE: \_\_\_\_\_



REQUEST FOR PROPOSAL # 10-1785FL

SECTION A: INFORMATION TO PROPOSERS

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

A.01 OPENING LOCATION

These proposals will be publicly opened at Manatee County Purchasing, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

Proposals become "Public Records" ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statute 110.071. **No announcement of pricing or review of the proposal documents shall be conducted at the public opening of the proposals.**

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

**Notices of bidding or proposal opportunities and addenda are posted** on DemandStar at <http://www.DemandStar.com> and on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button.

The bid or proposal documents are available in a portable document format (.PDF) files which you may view and print using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

DemandStar has an Agency level subscription option that allows vendors to download bid or proposal documents and transact business with any one (1) agency for free. Vendors will receive email/fax notices of the agency's formal bid or proposal and informal quote opportunities, at no charge. This includes unlimited downloads/print capabilities for all electronically uploaded files by the agency, at no charge. Agency level subscribers will receive a complimentary subscription to the agency, to be automatically renewed annually. If a vendor chooses to increase the number of agencies beyond their single agency, regular subscription fees will apply. If a vendor chooses to download documents from a bid or proposal outside their agency, they will be charged a \$5 download fee. You can register for free email notifications and downloads of Manatee County bids, proposals and addenda from DemandStar at <http://www.DemandStar.com/supplier/or> call DemandStar at 800-331-5537 if you have any questions.

NOTICE: AUTOMATED NOTICES OF ADDENDA ARE ISSUED ONLY VIA THE ONVIA DEMANDSTAR "PLAN HOLDER" DISTRIBUTION SYSTEM.

IF YOU OBTAIN A COPY OF THIS PROPOSAL DOCUMENT FROM OTHER THAN REGISTERING WITH ONVIA DEMANDSTAR WEB SERVICE FOR THIS SPECIFIC PROPOSAL – YOU SHALL NOT RECEIVE AUTOMATED NOTIFICATIONS OF ADDENDA.

IT IS THE RESPONSIBILITY OF EACH PROPOSER, PRIOR TO SUBMITTING THEIR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR PROPOSAL.

Paper copies of proposal documents may be purchased from DemandStar or by ordering a copy from the Purchasing Office. The cost for copies of bid or proposal documents is established per document and the cost is published as part of the specific bid or proposal's detail, subsection "Legal Ad" on the DemandStar web pages.

**Tabulation Sheets and Award Document/Recommendations** appear on the DemandStar web page.

**Notices of Source Selections** appear on the DemandStar web page when the solicitation was made using this bid or proposal delivery service and the County's web page (Financial Management – Purchasing Division).

**A public Internet connection to DemandStar** is available during regular business hours in the lobby of the Purchasing Division. If you have questions which cannot be answered by these sources, please contact the individual named on the first page of the bid or proposal

#### A.03 PROPOSAL FORM DELIVERY REQUIREMENTS

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Manatee County Purchasing office for receipt on or before the stated time and date.

If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Office. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

#### A.04 CLARIFICATION & ADDENDA

Each Proposer shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing through the Manatee County Purchasing Office. The County shall not be

responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the responsibility of each proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Office (see contact information on page 1) to determine if addenda were issued and to make such addenda a part of the proposal.

**Monday, September 20, 2010 at 5:00 p.m.** shall be the deadline for clarification requests, inquiries, suggestions or interpretations and/or additional information pertaining to this Request for Proposals. This deadline has been established to maintain fair treatment for all potential bidders or proposers.

**A.05 SEALED & MARKED**

**Four (4) signed copies** of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #10-1785FL Property Appraisal Services**" and addressed to:

Manatee County Purchasing  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205

**A.06 LEGAL NAME**

Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

**A.07 PROPOSAL EXPENSES**

All expenses for making proposals to the County are to be borne by the Proposer.

**A.08 EXAMINATION OF OFFER**

The examination of the proposal and the Proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

**A.09 DISCLOSURE**

Upon receipt, all inquires and responses to inquires related to this Request For Proposal become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

**Proposal become "Public Records" ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statue 119.071, No announcement of pricing or review of the proposal documents shall be conducted at the public opening of the proposals.**

A.10 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

A.11 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code Ordinance 99-37, as amended. Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 9-101 of the Purchasing Code. A protest with respect to this Request for Proposal shall be submitted in writing prior to the scheduled opening date of this proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this proposal. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.12 CODE OF ETHICS

With respect to this proposal, if any Proposer violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 99-37, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for Manatee County.

A.13 COLLUSION

By offering a submission to this Request for Proposal the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- e. no person or 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.

A.14 PROPOSAL FORMS

Proposals must be submitted in the format specified in Section B hereof. Additional support information may be included. Tabs are required to identify each item defined in Section B, Form of Proposal, thereby facilitating expedient review of all responses.

A.15 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, 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 on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A.16 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding maintaining a Drug Free Work Place, Resolution R-93-22. Proposers are asked to review the attached copy of the Resolution and provide either a certification of compliance with the program outlined in this Resolution or describe your firm's policy or program as it relates to maintaining a drug free workplace. A Drug Free Work Place Certification is attached to this proposal for this purpose. This response will be considered with the other criteria described herein.

A.17 LOBBYING

After the issuance of any Request for Proposals or Invitations for Bids, prospective bidders, Proposers or any agent, representative or person acting at the request of such bidder or Proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals or Invitation for Bids with any officer, agent or employee of Manatee County other than the Purchasing Manager or as directed in the Request for Proposals or Invitation for Bids. This prohibition begins with the issuance of any Request for Proposals or Invitation for Bids, and ends upon execution of the final contract or when the invitation or request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

A.18 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

In accordance with Ordinance 99-37, adding Article 6, Manatee County Board of County Commissioners adopted a policy prohibiting the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is attached for this purpose.

A.19 EQUAL EMPLOYMENT OPPORTUNITY

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective Proposers that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.

A.20 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the **public meetings** specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity.

## SECTION B: FORM OF PROPOSAL

This section identifies specific information which must be included with each response. Each proposal shall be arranged with tabs identifying the response to each specific item. Proposals must contain:

### B.01 MINIMUM QUALIFICATIONS

- a. Licensing in accordance with Florida Administrative Code Rule 14-95 as a State Certified General Real Estate Appraiser.
- b. State Appraisal Certification as specified in Chapter 475, Part 2, Florida Statutes.
- c. Memberships and designations in Appraisal Associations as specified in Chapter 253.025, Florida Statutes.

### B.02 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form.
- b. Drug Free Work Place Certification (Attachment B).
- c. Public Contracting and Environmental Crimes Certification (Attachment C).

### B.03 INFORMATION TO BE SUBMITTED

- a. Description of the proposer's **background and size**. Include a statement of qualifications that includes your firm's professional credentials and experience in providing the service enumerated in this Request for Proposal and the legal status of your organization
- b. Describe any **changes in the mode of conducting business** your firm has made in the past three (3) years, including any mergers, acquisitions, consolidations, downsizing or bankruptcy proceeding or filings.
- c. Identify each **principal of the firm and other "key personnel"** who will be professionally associated with the County. Describe their respective areas of expertise. Include personalized resumes which identify the qualifications, training and experience of each key personnel.
- d. Submit a **manning level statement** for your organization, detailing how many total employees work for your firm at any one time, including temporary, seasonal and part-time employees. List the ratios of full-time employees to part-time, temporary and seasonal employees.
- e. Response should provide detailed information on the approach you propose to accomplish the tasks stated in Section E, Scope of Service.
- f. Provide a **work plan** detailing how your firm would perform and meet the requirements of the Scope of Services and any additional services that may be offered as part of your proposal submission.



- g. Provide a list of at least **five (5) references (similar clients)** with knowledge of your firm's contract performance. References shall be employees in senior level management positions. Include the name of the entity, a description of the contract project, the dates of service and the name(s) and telephone number(s) of the contact persons.
- h. Provide a list of the **contracts your firm has obtained** within the past two (2) years, indicating the type of services provided and the locations. Provide a list of the contracts your firm has lost in the past two (2) years and state the reason for the loss and the location.
- i. Identify all licenses currently held by your firm.
- j. Provide your **proposed cost** for the required project including proposed hours, labor rates and materials.
- k. Submit any other additional information which would assist the County in the evaluation of your proposal.
- l. Submit a narrative explaining the direct economic benefit to Manatee County to be realized by selecting your firm. During the term of this agreement detail the employment, subcontracting and support service contracting as economic stimulus that your entity may generate that would directly benefit Manatee County.

**NOTE:** The County reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any Proposer to perform the Scope of Services stated in this Request for Proposal.

## SECTION C: SELECTION

### C.01 EVALUATION FACTORS

Evaluation factors are price and perceived ability of the Proposer to perform the Scope of Services as stated in this Request for Proposal in the timeliest and efficient manner, and the proposal(s) which will overall best meet the needs of Manatee County as determined from the responses to this Request for Proposal and subsequent investigation by the County.

### C.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

No weight has been assigned to the Evaluation Factors stated above.

### C.03 PRELIMINARY RANKING

A Selection Committee may determine from the response to this Request for Proposal and subsequent investigation as necessary, the Proposers most susceptible of being selected for award.

### C.04 REVIEW OF PROPOSERS AND PROPOSALS

Review shall be conducted with responsible Proposers who may be reasonably susceptible of being selected for award, for the purposes of clarification to assure full understanding of and conformance to the solicitation requirements, the abilities of the Proposer, and the proposal submitted. Firms responding to this Request for Proposal shall be available for presentation/interviews, to the Selection Committee and/or Board of County Commissioners upon notification from the Purchasing Office at a time and date determined by the County.

### C.05 SELECTION FOR NEGOTIATION

The Proposer(s) whose ability and proposal is determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in this Request for Proposal, shall be recommended to the Board of County Commissioners for authorization to negotiate an agreement for the stated Scope of Services.

### C.06 AWARD

Award of an agreement is subject to the successful negotiations and approval by the Purchasing Official to execute the agreement.

## SECTION D: NEGOTIATION OF THE AGREEMENT

### D.01 GENERAL

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

### D.02 AGREEMENT

The selected Proposer shall be required to negotiate a formal agreement, in a form acceptable to Manatee County.

The Manatee County Board of County Commissioners will be presented the negotiated agreement as the best and final offer for consideration of award and execution. The Board of County Commissioners shall determine if award of the agreement is to be: considered; rejected and direct further negotiations; rejected and terminate negotiations; or accepted, authorizing the chairman to execute the agreement.

## SECTION E: SCOPE OF SERVICES

### E.01 PURPOSE

Manatee County Government is seeking professional Property Appraisal Firms to be pre-qualified to perform appraisal services for Manatee County.

### E.02 SCOPE

- A. The Appraiser shall perform all of the services necessary to determine the market value of the parcels identified in any "Work Assignment" and shall deliver three (3) copies and one (1) CD of a written appraisal report for each parcel to the Manager. In addition to a determination of market value, the Appraiser shall determine any applicable costs to cure and severance damages, and shall inform the County in writing of any perceived business damages and any environmental issues.
- B. It is understood that the Appraiser shall utilize the services of any and all sub consultants necessary for any given assignment, to include engineers, land planners, general contractors, and arborists, in order to arrive at a complete and accurate estimate of compensation due, and that the costs associated with the involvement of said sub consultants shall be reflected in the Appraiser's initial price proposal for the project.
- C. Each "Work Assignment" shall identify, at a minimum, the parcel(s) of real estate to be appraised, the delivery due date(s) for appraisal reports, the type of property interest to be appraised, and the Appraiser's fee (expressed as either a lump sum or a fee per parcel, depending upon the structure of the County's Request For Price Proposals for the project in question and the Appraiser's response thereto).
- D. The Appraiser shall perform all services and prepare all reports in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).
- E. The Appraiser shall personally perform all of those services requiring the exercise of an appraiser's judgment and those services which require an appraiser's conclusion or opinion, including correction of appraisal deficiencies, if any.
- F. The Appraiser shall be responsible for the preparation and submission of all appraisals required on parcels assigned.
- G. Unless otherwise instructed or approved by the Manager, each report shall be permanently bound on the left with plastic comb binding and the pages shall measure 8½" x 11".

## SECTION F:

### MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

#### F.01 Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on [www.mymanatee.org](http://www.mymanatee.org).

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is the **last page** in this section of the proposal, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on [www.manatee-chamber.com](http://www.manatee-chamber.com) as well as using the same vendor categories for registration. Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

#### **Quick steps to on line registration:**

**[www.mymanatee.org](http://www.mymanatee.org)**

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site. On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the **proposal**.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid, and proposal opportunities to your business.

## **MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**

### **F.02 Section 2-26-6. Local preference, tie bids, local business defined.**

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should not responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

**(d) Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.**

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;

**F.02 Section 2-26-6. Local preference, (CONTINUED)**

4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;

5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

(g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;

2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;

3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17<sup>th</sup> day of March, 2009.

**MANATEE COUNTY GOVERNMENT AFFIDAVIT AS TO LOCAL BUSINESS**

**(Complete and Initial Items A-F)**

A. Authorized Representative

I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_  
and the duly authorized representative of: [name of business] \_\_\_\_\_  
\_\_\_\_\_, and that I possess direct personal knowledge to make informed responses to these certifications  
and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and  
by electing to submit a **proposal** pursuant to this **Request For Proposals**, shall be deemed to understand  
and agree to the local business preference policies of Manatee County; and that I have the direct knowledge  
to state that this firm complies with all of the following conditions to be considered to be a Local Business as  
required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of  
goods and/or services and has a physical place of business in Manatee, Desoto, Hardee, Hillsborough,  
Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of  
the location which meets the above criteria is:  
\_\_\_\_\_  
[Initial]\_\_\_\_\_

C. Business History: I certify that business operations began at the above physical address with at least  
one fulltime employee on [date] \_\_\_\_\_ [Initial]\_\_\_\_\_

D. Criminal Violations: I certify that within the past five years of the date of this **proposal**  
announcement, this business has not admitted guilt nor been found guilty by any court or local, state or  
federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding  
fraud. [Initial]\_\_\_\_\_

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved  
citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices  
which are the subject of a legal current appeal within the date of this **proposal** announcement. [Initial] \_\_\_\_\_

F. Fees and Taxes: I certify that within this business is not delinquent in the payment of fines, liens,  
assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the  
exception of those which are the subject of a legal current appeal. [Initial]\_\_\_\_\_

*Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County  
Code of Law, 2-26-6.*

Signature of Affiant \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

(Notary Seal) Signature of Notary: \_\_\_\_\_

Name of Notary (Typed or Printed) \_\_\_\_\_

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_

**Submit executed copy to Manatee County Purchasing, Suite 803, 1112 Manatee Avenue W., Bradenton, FL 34205**



PROPOSAL SIGNATURE FORM  
RFP #10-1785FL  
PROPERTY APPRAISAL SERVICES

\_\_\_\_\_ Mailing Address:  
Firm Name

\_\_\_\_\_ Street Address  
E-mail address

(\_\_\_\_) \_\_\_\_\_  
Telephone Number City, State, Zip Code

The undersigned attests to his (her, their) authority to submit this proposal and to bind the firm herein named to perform as per agreement. If the firm is selected by the County the undersigned certifies that he/she will negotiate in good faith to establish an agreement to provide property appraisal services according to requirements of this RFP #10-1785FL.

\_\_\_\_\_ Signature \_\_\_\_\_ Witness Signature  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Name and Title of Above Signer \_\_\_\_\_ Name and Title of Above Signer

\_\_\_\_\_  
Address of any branch office  
proposed to service Manatee County other than above

\_\_\_\_\_  
Name and Title of Firm's Representative for Manatee County

\_\_\_\_\_  
Telephone Number of Firm's Representative for Manatee County

**ATTACHMENT "A"**

SECTION 00491

**Drug Free Work Place Certification**

SWORN STATEMENT PURSUANT TO SECTION 6-101&7)(B),  
MANATEE COUNTY PURCHASING CODE, ON DRUG FREE WORK PLACES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by \_\_\_\_\_ print individual's name and title]

\_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable)  
its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by ' 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or SUBSECTION 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**ATTACHMENT "B"**

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO ARTICLE V,  
MANATEE COUNTY PURCHASING CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by \_\_\_\_\_ [print individual's name and title]

for \_\_\_\_\_ [print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the

power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

SAMPLE

MASTER APPRAISAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter called "the County" and \_\_\_\_\_, duly authorized to conduct business in the State of Florida, hereinafter called "the Appraiser."

1. SERVICES AND PERFORMANCE

- A. In connection with real estate appraisal services for land acquisition in Manatee County as related to various types of public projects, the County does hereby retain the Appraiser to furnish certain services, information and items as further described herein.
- B. Before undertaking any additions, deletions, changes or revisions to the work described herein, the parties shall enter into a Supplemental Agreement covering such modifications and the compensation to be paid therefore. The terms of this Agreement shall be considered as included within any Supplemental Agreement.
- C. Where a "Work Assignment" calls for the preparation of tracings, plans, specifications, maps, and/or reports, these items as well as all data collected, together with summaries and charts derived there from, shall be considered works made for hire and shall become the property of the County without restriction or limitation on their use; and shall be made available upon request, to the County at any time. The Appraiser shall not copyright any material or product developed under this Agreement. The County will have the right to visit the site of the real estate being appraised, for inspection of the work of the Appraiser, at any time. Likewise, the County shall have the right, during regular business hours, to examine any or all of the Appraiser's work in progress at any location of the County's choosing. The Appraiser shall notify the property owner(s) before visiting the site being appraised.
- D. All final plans, documents, reports, studies and other data prepared by the Appraiser will bear the endorsement of the Appraiser or of a person in the full employ of the Appraiser.
- E. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Appraiser and of the details thereof. Coordination and communication shall be maintained by the Appraiser with representatives of the County.
- F. All services shall be performed by the Appraiser to the reasonable satisfaction of the Manager of the County's Property Acquisition Division (hereinafter "the Manager") who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Manager's

decision upon all claims, questions and disputes shall be final and binding upon all parties.

- G. The Appraiser understands and acknowledges that this Agreement does not serve to guarantee any particular quantity of appraisal work and that the Appraiser may receive no appraisal assignments. Rather, the Appraiser is required to submit price proposals on a project-by-project basis and will undertake to perform services only upon receipt of a written "Work Assignment" as hereinafter set forth.
- H. County reserves the right to utilize the services of property appraisers who may not be included in the current Master Appraisal Services Agreement when Federal or State guidelines must be adhered to or on the advice of the County Attorney's Office.

2. PRE-AWARD AND POST AWARD CONFERENCE

The Appraiser shall attend any pre-award conference, and any post award conferences as scheduled after the issuance of any "Work Assignment."

3. DESCRIPTION OF ORIGINAL SERVICES

- A. The Appraiser shall perform all of the services necessary to determine the market value of the parcels identified in any "Work Assignment" and shall deliver three (3) copies and one (1) CD of a written appraisal report for each parcel to the Manager. In addition to a determination of market value, the Appraiser shall determine any applicable costs to cure and severance damages, and shall inform the County in writing of any perceived business damages and any environmental issues.
- B. It is understood that the Appraiser shall utilize the services of any and all sub consultants necessary for any given assignment, to include engineers, land planners, general contractors, environmentalist and arborists, in order to arrive at a complete and accurate estimate of compensation due, and that the costs associated with the involvement of said sub consultants shall be reflected in the Appraiser's initial price proposal for the project.
- C. Each "Work Assignment" shall identify, at a minimum, the parcel(s) of real estate to be appraised, the delivery due date(s) for appraisal reports, the type of property interest to be appraised, and the Appraiser's fee (expressed as either a lump sum or a fee per parcel, depending upon the structure of the County's Request For Price Proposals for the project in question and the Appraiser's response thereto).
- D. The Appraiser shall perform all services and prepare all reports in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).
- E. The Appraiser shall personally perform all of those services requiring the exercise of an appraiser's judgment and those services which require an appraiser's conclusion or opinion, including correction of appraisal deficiencies, if any.

- F. The Appraiser shall be responsible for the preparation and submission of all appraisals required on parcels assigned.
- G. Unless otherwise instructed or approved by the Manager, each report shall be permanently bound on the left with plastic comb binding and the pages shall measure 8½" x 11".

4. DESCRIPTION OF UPDATE SERVICES

If notified in writing by the County, the Appraiser agrees to update the estimate of market value for parcels set forth in the applicable "Work Assignment" and to deliver three (3) copies and one (1) CD of a written report for each update to the County. The County's notice shall identify each parcel, the reason for update, delivery date, type of report and fee.

5. DURATION OF AGREEMENT

- A. TERM. This Agreement shall remain in full force and effect for a period of three (3) years from the date of full execution by both parties, provided that any work in progress at the end of said three (3) year period shall be expeditiously completed by the Appraiser and the provisions of this Agreement shall survive until completion of and payment for the work.
- B. COMMENCEMENT. The services to be rendered by the Appraiser shall be commenced, subsequent to full execution of this Agreement, only upon receipt of a written "Work Assignment" from the Manager. The "Work Assignment" document shall be substantially in the form of Exhibit "A," attached hereto and made a part hereof.
- C. EXTENSION OF AGREEMENT. In the event that circumstances arise which make performance by the Appraiser impracticable or impossible within the above-referenced 3-year period and which prevent a new Agreement from being executed, the County, in its sole discretion, may grant an extension of this Agreement. Any extension of this Agreement shall be in writing, shall be for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one extension of this Agreement.
- D. EXTENSION OF WORK ASSIGNMENTS. It shall be the responsibility of the Appraiser to ensure at all times that sufficient time remains in the project schedule within which to complete services on the project. In the event there have been delays which would affect the appraisal completion date, the Appraiser shall promptly submit a written request to the Manager which identifies the reason(s) for the delay and the amount of time related to each reason. The Manager will promptly review the request and make a determination as to granting all or part of the requested extension. If the Manager determines that an extension of an appraisal deadline is appropriate, he/she shall issue a "Letter of Extension" to the Appraiser.



6. COMPENSATION AND PAYMENT

- A. The County agrees to pay the Appraiser for the herein described services at a rate of compensation as detailed in the applicable "Work Assignment."

The County shall have the right to retain out of any payment due the Appraiser under this Agreement an amount sufficient to satisfy any amount of liquidated damages due and owing to the County by the Appraiser on any other agreement between the Appraiser and the County.

- B. Payment shall be made only after receipt and approval of goods and services.
- C. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Manager prior to payments.
- D. Any penalty for delay in payment shall be in accordance with the Florida Prompt Payment Act (Section 218.70, et seq., Florida Statutes).
- E. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the County at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the County upon request. Records of costs incurred includes the Appraiser's general accounting records and the project records, together with supporting documents and records of the Appraiser and all subcontractors performing work on the project, and all other records of the Appraiser and subcontractors considered necessary by the County for a proper audit of costs.
- F. The fee for each assignment or parcel shall be paid after the appraisal report is reviewed and determined to be acceptable. The Manager reserves the right to review all appraisal reports to ensure compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). An original and one (1) copy of the Appraiser's invoice(s) shall accompany the appraisal report(s). All invoices shall be on, or in the form of, attached Exhibit "B."
- G. The Appraiser shall be compensated for each parcel update at a fee not to exceed either the Each Update fee stated in the applicable "Work Assignment" or the fee stated in any Supplemental Agreement. The Manager shall be authorized to negotiate updated fees with the Appraiser
- H. The Appraiser shall bear all other costs, including travel, incidental and special consultant fees, and such costs are incorporated in the fees stated in the applicable "Work Assignment."

7. DELIVERY DATE

- A. The Appraiser shall submit a complete, written appraisal report to the County no later than the delivery date set forth in the applicable "Work Assignment." The County may, by "Letter of Extension," extend a due date set forth in a "Work

Assignment," or any due date for correction of appraisal deficiencies, provided there are no changes in compensation or scope of work.

Extensions requested by the Appraiser shall be by written request, explaining in detail why such extension is necessary. The Manager or his/her designated representative shall acknowledge acceptance or denial of the Appraiser's request, in writing. Extensions shall be authored and signed by the Manager or his/her designated representative.

- B. For late delivery of an appraisal report, an update report, or requested correction of appraisal report deficiencies, the Appraiser shall pay liquidated damages to the County (by way of a deduction from the Appraiser's fee) at the rate of 1 percent of the fee set forth in the applicable "Work Assignment," per calendar day for the first seven (7) days and 2 percent per calendar day thereafter, between the due date and the date on which the report or correction is received by the County.

8. DATE OF VALUATION

Unless otherwise agreed to in writing by the County, the date of value will be the same as the last property inspection by the Appraiser or the date of the taking, as appropriate.

9. LITIGATION SERVICES

- A. If eminent domain or other litigation services become necessary, the Appraiser will be so notified by the Office of the County Attorney. As to any parcels which become the subject of litigation, the Appraiser will coordinate and communicate directly with the assigned Assistant County Attorney.
- B. Litigation Services include those parcels set forth in any "Work Assignment" and parcels subsequently appraised pursuant to any Supplemental Agreement. Litigation Services include, but are not limited to:
  - 1. Predeposition, pretrial or prehearing preparation;
  - 2. Preparation of court exhibits;
  - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings;
  - 4. Appearance and testimony at order of taking hearing or trial;
  - 5. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the County's position in court.
- C. If notified by the Office of the County Attorney in writing, the Appraiser agrees to provide litigation services up to and including the date of the completion of litigation at a rate not to exceed \$140 per hour for those services requiring exercise of the Appraiser's judgment and at a rate not to exceed \$100 per hour for those services which may be performed by an individual other than the Appraiser.

- D. The Appraiser shall receive payment at the contract hourly billing rates. All office expenses, including copying costs, telephone calls, secretarial, administrative, cost of salaries, overhead, fringe benefits and operation margin are incorporated into the contract hourly billing rates as mentioned above.
- E. The Appraiser's travel expenses will be submitted and paid in accordance with Section 112.061, Florida Statutes, provided prior approval of the travel is obtained from the assigned Assistant County Attorney.
- F. The Appraiser shall submit monthly statements for litigation services rendered, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, and a breakdown of approved expenses incurred with all receipts and invoices attached.
- G. The Appraiser acknowledges and agrees that in order for both parties herein to close their books and records, he/she will clearly state "Final Invoice" on the last billing to the County, which will indicate that all services have been performed and all charges and costs have been invoiced to the County under this Agreement.
- H. The Appraiser shall submit all litigation services invoices (original and one copy) to the assigned Assistant County Attorney for processing of payments.

10. CORRECTION OF DEFICIENCIES

- A. The Appraiser will be required to correct appraisals at no additional cost to the County. Failure to correct appraisal deficiencies within 21 days of notification by the County shall result in liquidated damages in accordance with this Agreement.

Unless an extension of time is granted in writing by the County, the date of valuation shall be no more than 20 days prior to receipt of the corrected appraisal report by the County. The 20-days prior to receipt date of value requirement does not apply to Date of Taking appraisal reports.

- B. The County shall review reports made and services performed under this Agreement and notify the Appraiser of deficiencies within 20 days of the receipt thereof, or the invoice shall be processed for payment. Failure to correct deficiencies shall result in default regardless of payment having been made. A report requiring corrections shall be approved for payment within 20 days from receipt of acceptable corrections.

11. INSURANCE COVERAGE

A. PROFESSIONAL LIABILITY. The Appraiser shall have and maintain during the period of this Agreement, a professional liability insurance policy or policies affording professional liability coverage for the professional services to be rendered in accordance with this Agreement, in the minimum amount of \$100,000.00. As an alternative to a professional liability insurance policy, the Appraiser may submit an irrevocable letter of credit, naming the County as beneficiary and issued pursuant to Section 337.106 and Chapter 675, Florida Statutes, in the amount of \$100,000.00. The Appraiser shall maintain professional liability coverage for a minimum of three years after completion of the services rendered herein.

B. COMMERCIAL GENERAL LIABILITY. The Appraiser shall have and maintain during the period of this Agreement, a commercial general liability insurance policy or policies affording minimum coverage's as follows:

General aggregate	3 x each occurrence limit
Products/Completed Operations aggregate	\$300,000
Personal and advertising injury	\$300,000
Each occurrence.	\$300,000

C. BUSINESS AUTO POLICY. The Appraiser shall have and maintain, during the period of this Agreement, a business auto insurance policy or policies affording minimum coverage's as follows:

Each occurrence per bodily injury and property damage liability.	\$300,000
Annual aggregate (if applicable).	3 x each occurrence limit

D. WORKERS' COMPENSATION. The Appraiser shall also carry and keep in force Workers' Compensation insurance as required under the applicable Workers' Compensation laws and statutes.

E. CERTIFICATION. With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies of recognized responsibility and licensed to do business in the State of Florida. The Appraiser shall provide to the County certificates showing the required coverage to be in effect and showing the County, except as to workers' compensation coverage, to be an additional named insured. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the County.

12. COMPLIANCE WITH LAWS

A. Upon receipt of any public records request, the Appraiser shall immediately notify the County and secure the County's prior written consent before releasing any records. Upon direction by the County, the Appraiser shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Appraiser in conjunction with this Agreement. Failure by the Appraiser to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the County.

- B. The Appraiser agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Manager and securing his/her consent in writing.
- C. The Appraiser shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. The Appraiser covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Florida Department of Business and Professional Regulation, and all other ethical rules applying to the Appraiser, as they relate to work performed under this Agreement.

### 13. INFORMATION REPORTS

The Appraiser shall provide all information and reports required by County policies, procedures, regulations, rules, orders and/or instructions. Where any information required of the Appraiser is in the exclusive possession of another who fails or refuses to furnish the information, the Appraiser shall certify such to the County, as appropriate, and shall set forth what efforts have been made to obtain the information.

### 14. CANCELLATION OF AGREEMENT

The County reserves the unilateral right to cancel or suspend all or a part of the services to be performed by the Appraiser under the terms of this Agreement, or any Supplemental Agreement. If such services are canceled or suspended by the County, the Appraiser shall be notified in writing and shall be compensated for satisfactory services rendered up to the time of notice of cancellation or suspension.

### 15. WARRANTY OF QUALIFICATIONS

The Appraiser warrants that the Appraiser is, and will remain for the term of this Agreement, certified to appraise real estate in the State of Florida, pursuant to Chapter 475, Florida Statutes. The Appraiser warrants to hold and save the County harmless from any and all losses that may be occasioned or suffered by the County as a result of the Appraiser's failure to be so certified. Failure to be so certified shall be cause for the Appraiser to be found in default of this Agreement and shall be grounds for immediate unilateral cancellation of this Agreement by the County. All written appraisals submitted to the County shall bear the signature of and be approved by a Florida state certified real estate appraiser.

The Appraiser must meet the following qualifications:

- A. The appraiser shall be on the Florida Department of Transportation's District Number 1, List of Qualified Fee Appraisers.
- B. The appraiser shall be on the Division of State Lands' List of Qualified fee Appraisers.

16. TERMINATION AND DEFAULT

- A. This Agreement may be terminated by the County in whole or in part at any time the interest of the County requires such termination.

The County also reserves the right to seek termination or cancellation of this Agreement in the event the Appraiser shall be placed in either voluntary or involuntary bankruptcy. The County further reserves the right to terminate or cancel this Agreement in the event the Appraiser makes an assignment for the benefit of creditors. This Agreement may be terminated by the Appraiser only by mutual consent of both parties.

- B. If the County determines that the performance of the Appraiser is not satisfactory, the County shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Appraiser of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.
- C. If the County requires termination of this Agreement for reasons other than unsatisfactory performance of the Appraiser, the County shall notify the Appraiser of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If this Agreement is terminated before performance is completed, the Appraiser shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the County and will be promptly delivered to the County by the Appraiser.

17. ASSIGNMENT AND SUBCONTRACTS

The Appraiser shall not sublet, assign or transfer any work under this Agreement to another appraiser or appraisal firm, without the prior written consent of the County.

18. MISCELLANEOUS

- A. The County shall supply the Appraiser access to all applicable right-of-way maps, architectural or engineering plans, construction contract specifications and surveys, as deemed necessary by the Appraiser.
- B. The Appraiser and the County agree that the Appraiser, its employees, and subcontractors are not employees or agents of the County as a result of this Agreement or in the performance of any duties pursuant to this Agreement.

- C. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- D. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- E. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. It is further agreed that venue for any legal or equitable action arising from or related to this Agreement shall be in Manatee County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement to furnish, deliver and install the property appraisal services.

**CONTRACTOR**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**MANATEE COUNTY GOVERNMENT**

By: \_\_\_\_\_ for the County

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT "A"**

**WORK ASSIGNMENT NUMBER**

Pursuant to the Master Appraisal Services Agreement as entered into and by MANATEE COUNTY (hereinafter "the County") and \_\_\_\_\_ (hereinafter "the Appraiser"), dated \_\_\_\_\_, 200\_\_, and pursuant to the price proposal submitted by the Appraiser dated \_\_\_\_\_, 200\_\_, the County hereby delivers this "Work Assignment" to the Appraiser.

Title of Project and Project No.

Real Estate to be Appraised: See attached Schedule "A."

Compensation to be to Appraiser: \$\_\_\_\_\_ (lump sum) or

\$\_\_\_\_\_ for Parcel #  
\$\_\_\_\_\_ for Parcel #  
\$\_\_\_\_\_ for Parcel #

The parties hereto have caused this proposal for Property Appraisal Services to be fully executed, in duplicate, by their authorized representatives.

**CONTRACTOR**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**MANATEE COUNTY GOVERNMENT**

By: \_\_\_\_\_ for the County

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



**SCHEDULE "A"**  
**REAL ESTATE TO BE APPRAISED**

Interest  
to be acquired by the  
County (i.e., fee simple,  
permanent easement,  
temporary easement)

**Parcel #** **Location** **Owner(s)**

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(continue on additional pages, if necessary)

The due date for submission of appraisal reports is: \_\_\_\_\_.

Signature: \_\_\_\_\_  
Joaquin Servia  
Property Acquisition Division Manager

Date: \_\_\_\_\_

**EXHIBIT "B"**

FROM:

TO: Joaquin Servia  
Property Acquisition Division Manager  
Property Management Department  
1112 Manatee Avenue West, Suite 800  
Bradenton, Florida 34205 Telephone: (941) 749-3021

COUNTY PROJECT # \_\_\_\_\_  
RFP # \_\_\_\_\_  
BLANKET P. O. # \_\_\_\_\_

INVOICE # \_\_\_\_\_  
DATE MAILED: \_\_\_\_\_  
PREPARED BY: \_\_\_\_\_  
CERTIFIED BY: \_\_\_\_\_

APPRAISAL: NARRATIVE _____ SHORT FORM _____ REVIEW _____ UPDATE _____ OTHER _____			
PARCEL #	DP #	PROPERTY ADDRESS	FEE
		<b>GRAND TOTAL:</b>	

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT "C"**

**AFFIDAVIT OF NO CONFLICT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, a principal with full authority to bind \_\_\_\_\_,

(insert name of appraiser or appraisal firm)

(hereinafter the "Consultant"), who being first duly sworn, deposes and says:

The Consultant--

- (a) is not and will not become engaged in any obligations, undertakings or contracts which would constitute a conflict of interest relative to Manatee County as defined by the Uniform Standards of Professional Appraisal Practice (USPAP); and
- (b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s); and
- (d) will not undertake appraisal assignments for both Manatee County and one or more private parties within the same public project.

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Appraisal Services Agreement.

\_\_\_\_\_  
Signature

SUBSCRIBED to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public

My commission expires:

Personally Known\_\_\_Or Produced Identification\_\_\_Type of Identification produced