

The School District of Osceola County
Facilities and Maintenance Department

RFQ
Request for Qualifications

For

**Continuing Service Contract for
Real Estate Appraisal Services**

I. PURPOSE

The purpose of this supplement is to provide uniform guidelines and submission requirements in the acquisition of professional services. These guidelines are intended to comply with Florida Statute 287.055 “Consultants’ Competitive Negotiation Act”.

In determining whether a firm is qualified, the School District of Osceola County, Florida shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location of supporting office; recent, current, and projected workloads of the firm.

II. GENERAL REQUIREMENTS

The date of submission is established by the invitation to submit proposals. Submittals received later than 2:00 P.M. local time, on the established date, shall not be accepted.

Compliance with the specific requirements listed within this document is mandatory. The proposal shall contain the information required, in the order presented and described. Failure to provide the requested information may result in the proposal being deemed non-responsive. A non-responsive proposal shall not receive further consideration.

In the instance where a specific requirement(s) may not apply to the services in question, a statement must be inserted at the tab location stating the reason(s) of non-applicability.

III. DESCRIPTION OF SERVICES

Represent the School District as its consultant for Real Estate Appraisal Services.

The School District of Osceola County, Florida is seeking proposals from qualified MAI or SRPA appraisers, on an as-needed basis. The School District will seek to establish the Fair Market Value of various properties in Osceola County, Florida for potential acquisition for educational facilities and other uses by the School District. At the District’s sole discretion, the District will provide the Consultant with a project description and request the Consultant to provide a scope of services, highest and best use, proposed price breakdown for completing the services, and schedule, and completed Attachment “G” Form of Written Proposal and Work Authorization (See Contract). Services will be authorized for specific tasks by purchase order issued by the School District.

Appraisal Services shall include, but not be limited to the following:

1. Assessing the fair market, real estate value of existing School District properties (developed and undeveloped) for School District purposes including, but not limited to, development, sale, trade, lease, or donation.

2. Assessing the fair market, real estate value of prospective land purchases by the School District for new schools, educational facilities, or ancillary facilities to include any existing structures.
3. Assessing the fair market, real estate value of prospective land and properties (developed and undeveloped) for School District purposes including, but not limited to, development, sale and purchase, trade, lease, or donation.
4. Reviewing the appropriateness of published asking prices on prospective school and ancillary facility sites, and assisting the School District and the School Board as needed in negotiating the purchase of school sites, educational facilities, or ancillary facility sites.
5. Reviewing real estate appraisals prepared by others.
6. Determining property ownership through preliminary due diligence title work.
7. Providing “Expert Witness” services as may be required by the School District.

IV. GENERAL REQUIREMENTS

1. All firms selected must disclose any potential conflict of interest upon request for services. Should a conflict of interest exist, the firm will be excused from that specific project.
2. The appraisal firm will determine the highest and best use category. If the appraisal service investigation triggers a determination of a different category, whether higher or lower, the specifications will be adjusted subject to School Board approval.
3. School sites and lands to be appraised consisting of an aggregation of two (2) or more small tracts, contiguous and with the same highest and best use, will be considered as a single, primary site. 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. The appraiser should apply any appropriate discounts. For the bulk purchase of multiple highest and best use parcels from one (1) seller.
4. Appraisals are considered potential density transfers from wetlands, as allowed by law. However, an appraisal should not be considered wetlands as developable lands with no adjustments for mitigation costs, filling, permitting, etc. Appraisers should carefully consider all legal, physical, and economic issues before attributing any value to wetlands.
5. The School District of Osceola County reserves the right to track and compare relative appraisals between short-listed suppliers. If a supplier provides property appraisal figures which are significantly outside the average, clear documentation as to the comparables must be provided. If a pattern of being outside the average continues over time, the School District of Osceola County reserves the rights within thirty (30) days written notice to remove the supplier from the short-list.

6. For each appraisal, the School District will require two (2) bound and certified originals.
7. Time is of the essence in most appraisals. If a thirty (30) day lead-time cannot be met after either a call-out or placement of the purchase order, the School District reserves the right to utilize the services of another short-listed supplier. Any firm declining a School Board project, or which cannot meet a thirty (30) day lead-time must so state in writing to the Planning Services Representative. A firm declining more than three (3) projects in any year of the contract is subject to being dropped from the short-list. Should that occur, the School District reserves the right to add onto the short-list the next ranked firm from the original evaluations.
8. All engineering data, maps, plans, specifications, drawings, or other District furnished property shall remain the exclusive property of the School District. The Appraiser agrees that such District property will not be used for purposes other than for work for the School District under this RFQ. Suppliers awarded work shall sign and deliver written itemized receipts for all such property and shall be responsible for its safekeeping. Upon conclusion of the work/services hereunder, such property shall be returned to the School District.

V. RESTRICTED DISCUSSIONS

In order to minimize the possibility of unethical pressures or influences on the recommendations of the Selection Committee, the policies of the School Board will be strictly followed regarding contact with School Board members, the Superintendent, or School District staff. The goal of this committee is to assess the Respondents on an equitable basis. All contact and/or communication shall be made in writing to Lisa Kesecker, CPPB – Purchasing Specialist. All prospective companies are hereby cautioned not to contact any School Board Member of the School District of Osceola County, the Superintendent, any School District staff, and, in particular, employees of the School District's Maintenance and Facilities Department or the Selection Committee Members, nor to attempt to persuade or promote through other channels.

VI. ECONOMY OF PRESENTATION

Each qualifications package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is **mandatory** that Respondent's follow the format and instructions contained herein. The School District is not liable or responsible for any costs incurred by any Respondent in responding to this RFQ including, without limitation, costs for presentations and/or demonstrations if requested. Applications that do not comply with the instructions including Selection Criteria will not be considered. All information received will be maintained with the project file and cannot be returned.

VII. QUALIFICATIONS PACKAGE GUIDELINES

1. To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this section. If the Respondent's qualifications package deviates from these instructions, such qualifications package may, in the School District's sole discretion, be rejected.
2. The School District EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.
3. Cross Referencing - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.
4. Glossary of Abbreviations and Acronyms - Each section shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. If no abbreviations and/or acronyms are used, then a glossary is not required.
5. Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.
6. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.

7. Binding and Labeling - All sections of the qualifications package should be spiral bound, with section tabs, which shall permit the qualifications package to lie flat when opened. Staples shall not be used.
8. **Please submit five (5) copies of your proposal** with your letter of interest in an 8 1/2" x 11" edge bound format, (covers may be slightly larger) tabbed to correspond with the listed **Qualifications Package Guidelines** noted below, along with two (2) Electronic copies of your proposal saved in Adobe Acrobat PDF format to a CD or DVD (CD/DVD) which will be archived in the master file, the other CD/DVD will be made available to Committee members wishing to view the information via computers using the Electronic format. It is important that the proposals, whether in hard copy or electronic format be identical). Contents shall be in general conformance with required criteria utilizing your firms phrasing to complete the requested listing. Failure to submit the information and format requested may result in your proposal being deemed non-responsive. A non-responsive proposal shall receive no further consideration.

VIII. QUALIFICATIONS PACKAGE GUIDELINES - TABBED SECTIONS

SELECTION CRITERIA: Provide sufficient information to describe each Selection Criteria and include that information in the Selection Criteria section of the required binders. Firms will be evaluated in the following areas:

- Tab A Current Workload: (10 Points)** List each project and fee amount currently under contract including contracts as consultant to another firm. Describe how you will meet your current contract obligations and our project(s) contract if selected.
- Tab B Past Performance: (25 Points)** Applicants shall list all projects for which a contract was signed for professional services in the past two (2) years. Provide the project name, the Owner, and the name and telephone number of the owner's representative.
- Tab C Experience with Similar Work: (30 Points)** List projects of comparable type, size and complexity, which were accomplished by the Applicant as identified in the Project Description. List Owners in which the Applicant has provided similar services. List experience as being the lead consultant and having other consultants performing work under your contract.
- Tab D Firm Location: (5 Points)** Due to the nature of the contract, the Applicants physical distance to the School District will have bearing on the selection. Location relates to response, reviews, coordination, and communication.
- Tab E Ability to Provide Service/ Proposed Personnel: (30 Points)** Respondents ability to provide service includes available staff to support Owner's needs in a timely manner. Respondents shall detail its ability to provide services described in the Scope of Services. Respondents shall provide an organization chart and resumes of the key personnel assigned to support the School District's needs. Respondents cost

estimating capabilities and methods used to control cost during design and construction of a project. Applications method used in project administration to insure the School District's goals and objectives are obtained in design and construction.

Tab F Respondent's may submit any additional information that may be beneficial for consideration in the selection process. Representative samples of related work may be submitted at the Respondent's option. Respondent's may list any and all examples of other local community involvement or support of the School District of Osceola County, Florida, undertaken by the firm and its employees in the past twelve (12) calendar months from the date of issuance of this RFQ. Examples of such involvement or support may include, but are not limited to, participation in the Academy of Construction Technology (ACT) program or Teacher Free Store (Gift for Teaching).

Submittals that do not comply with the above instructions including Selection Criteria will not be considered. All information received will be maintained with the project file and cannot be returned.

IX. INTERVIEWS/ORAL PRESENTATIONS

1. In addition to the materials provided in the written responses to this RFQ, the School District may request additional material, information, references, interviews or presentations from the Respondent(s) submitting qualifications packages. The District may opt to conduct interviews instead of having formal presentations with selected firms, should it be required or warranted. Pursuant to F.S. 287.055, for the services to be performed under the continuing service contract, the School District shall evaluate current statements of qualifications with the School District, together with those that may be submitted by other firms regarding the services to be performed under the continuing service contract, and shall conduct discussions with, and may require public presentations by no fewer than three (3) firms regarding their qualifications, approach to providing the services, and ability to furnish the required services. Discussions may be held between the Selection Committee and the Firms selected for interview based upon data submitted by each firm. Firms will be notified in writing as to whether or not they have been selected for this contract.
2. The School District, at its sole discretion, may ask any Respondent to make an oral presentation and/or demonstration without charge to the School District. The School District reserves the right to require any Respondent to demonstrate to the satisfaction of the School District that the Respondent has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the School District, and the School District shall be the sole judge of compliance.
3. The School District reserves the right to conduct discussions with any Respondent(s) who has (have) a realistic possibility of Contract award.

4. Respondents are cautioned not to assume that they will be asked to make a presentation and should include all pertinent and required information in their original qualifications package.
5. If the Selection Committee requires oral presentations, each firm will be allocated 30 minutes for a formal presentation, 15 minutes for questions and answers, and 5 minutes setup and breakdown. Interview agendas will be entirely at the discretion of the prospective firm; however, the following subjects must be addressed:

X. ORAL PRESENTATION GUIDELINES

1. Qualifications of Prospective Firms to Provide Required Services (25 Points)

Relevant experience in related experience for K12 public and private school capital facility programs that have contracted with the prospective firm directly or that the prospective firm has worked on through a sub-contract in the last five years. Provide contact name, address, phone number and fax number.

The Firm must demonstrate a positive relationship with prior clients on similar projects.

The firm shall submit written recommendations from previous owners and discuss their strategy to provide a positive working relationship with the School District of Osceola County. This strategy must include actual examples of how the firm has demonstrated their cooperation with other owners. The School District of Osceola County reserves the option of contacting any of the references provided to confirm information provided.

School District of Osceola County staff will provide input on a firm's past work performance and information from District Project Manager's if available.

2. Overall Approach and Methodology (25 Points)

The firms should demonstrate verbally and/or graphically, their plan for performing the required services, documenting the services to be provided and showing the interrelationship of all parties.

3. Experience and Qualifications or Personnel (25 Points)

The firm shall express the general and specific project related experience and capability of in-house staff and sub-consultants and their functions as it relates to this RFQ.

The firm(s) should name the actual staff to be assigned to this project, describe their ability and experience, and portray the function of each within their organization and their proposed role on this project. Proposed project staff should be present for oral presentations and/or interview.

If a joint venture, or prime subcontractor arrangement of two (or more) firms, the Respondent must indicate how the work shall be distributed between the associated firms.

Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities and accountability.

4. **Project Scheduling (25 Points)**

As a part of the project approach, the Respondent's should propose a scheduling methodology for effectively managing and executing the work within the optimum timeframe. The Respondent's should indicate their procedure for scheduling and for compliance controls. The Respondent's should describe any representative current projects and the projected, versus the actual, schedule of each. The Respondent's response must address the feasibility of its firm to complete the project within the timeframe defined herein.

Following the interviews the Firms will be evaluated, based on their submission, references, and presentation. A final ranking of firms will be determined based on their interview or presentation.

XI. ORAL PRESENTATION SCORING

1. Scoring for Oral Presentations will be based on either overall ranking as listed above and the top ranked firms will be contacted to begin negotiating a contract, or

2. **Consensus Scoring**

The Selection Committee may opt to hold an open discussion after all Oral Presentations/ Informal Interviews to compare their rankings of the Short Listed Firms. If the Committee decides to use Consensus scoring, they will rank the Short Listed Firms as follows:

- a. Which Firm in their opinion is number 1, 2, 3, etc.
- b. Provide their reasons why their number 1 pick should be awarded
- c. Further discussion may be necessary to arrive at a majority vote as to which Firm(s) will be awarded the Contract.

XII. TERMS AND CONDITIONS

1. The School District has the sole discretion and reserves the right to cancel this RFQ, to reject any and all submittals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School District to do so.
2. The School District reserves the right to make award(s) to the responses deemed to be most advantageous to the School District.
3. The School District reserves the right to award the Contract to the next most qualified firm(s) if the successful firm does not begin the contracted services within the prescribed fifteen (15) days or if an acceptable fee can not be negotiated.

4. The successful firm shall not discriminate against any person in accordance with federal, state, or local law.
5. The School District reserves the right to award the Contract to a single Vendor or make multiple awards to multiple Vendors.
6. Firms will be notified in writing as to whether or not they have been selected for this Contract.

XIII. SELECTION PROCESS

1. In order to minimize the possibility of unethical pressures or influences on the recommendations of the Selection Committee, appointments will not be made public until interviews (with the Short Listed Applicants) are imminent. The goal of the Selection Committee is to assess the Respondent's on an equitable basis. All contact and/or communication shall be handled by email through Lisa Kesecker, Purchasing Specialist at keseckel@osceola.k12.fl.us.
2. The Selection Committee will review all proposals received on time, and choose the firms with the highest score using the selection criteria established for the project.
3. The Selection Committee will require oral presentations or conduct informal interviews of the highest scoring firms (minimum of three). The Selection Committee will establish ratings for each firm in accordance with the scoring criteria established for this project.
4. Once the Selection Committee has ratified the final rankings, the School Board shall engage, or authorize one or more persons to engage, the highest ranked Finalist, or Designated Finalist as the case may be, in negotiations for purposes of executing a Contract. In doing so, the School Board or its designee shall determine and negotiate compensation that is fair, competitive, and reasonable for the services to be supplied.

Should the School Board or its designee be unable to negotiate a satisfactory Contract with the highest ranked Finalist, or Designated Finalist as the case may be, at a price the School Board or its designee determines to be fair, competitive and reasonable, the School Board or its designee shall formally terminate negotiations and then undertake negotiations with the next highest ranked Finalist, or Designated Finalist as the case may be. Failing accord with the second most qualified firm, the School Board or its designee shall formally terminate negotiations with such firm and then undertake negotiations with the next highest ranked Finalist.

5. Each professional service contract entered into, the School Board shall include a prohibition against contingent fees as follows: "The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this agreement and that it has not paid or agreed to

pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the School District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

XIV. QUESTIONS CONCERNING RFQ

Lisa Kesecker, CPPB, Purchasing Specialist will be responsible for the selection process and will be the sole point of contact for all Respondents. Questions concerning any portion of this RFQ shall be directed in writing fax and e-mail accepted to the below named individual who shall be the official point of contact for this RFQ. Questions should be submitted at least seven (7) days before the closing date.

Mark subject line or cover page or envelope “Questions on RFQ # SDOC-07-109-FPC”.

Submit questions to: Lisa Kesecker, CPPB – Purchasing Specialist
Purchasing Department
Email: keseckel@osceola.k12.fl.us
Fax #407-870-4618

Failure by a potential Respondent to ask questions or request changes by the dates indicated shall constitute the Respondent's acceptance of the requirements set forth in this RFQ.

No answers given in response to questions submitted shall be binding upon this RFQ unless released in writing as an addendum to the RFQ by the Purchasing Specialist.

XV. RECEIPT OF SUBMITTALS

Submittals must be received by the Purchasing Department at 817 Bill Beck Boulevard, Building 2000, Kissimmee, Florida 34744, Attn: Lisa Kesecker, CPPB – Purchasing Specialist before 2:00 PM on Monday, July 2, 2007.

Please address all submittals as follows:

**RFQ # SDOC-07-109-FPC
The School District of Osceola County
Lisa Kesecker – Purchasing Specialist
817 Bill Beck Boulevard
Kissimmee, Florida 34744**

RE: Continuing Service Contract for Real Estate Appraisal Services

Please note that no additional information with regards to this request for qualification will be provided either in writing or by telephone.

XVI. DEFINITIONS

Consultant - Independent contractors who are considered to have education, specialized knowledge, experience or abilities not generally available within the School District. This includes but is not limited to: accountants, actuaries, appraisers, architects, artists, auditors, counselors, designers, economists, educators, engineers, financial analysts, lobbyists, management and systems analysts, medical practitioners, planners, promoters, researchers, scientists, sociologists, surveyors, trainers, and other professionals as designated by the Purchasing Director.

Contract – Agreement between the Respondent and the School District of Osceola County for services as defined in the Scope of Services.

Florida Statute 2006- A permanent collection of state laws organized by subject area into a code made up of titles, chapters, parts, and sections. The Florida Statutes are updated annually by laws that create, amend, or repeal statutory material.

Owner- The School District, School Board, and or designated representative(s).

Project Architect- The Project Architect role usually indicates the individual who is responsible for overseeing the Architectural aspects of the development of the design and production of the construction documents ("plans") and specifications. The position generally involves coordinating the needs of the School District, designer and technical staff, and outside consultants such as structural engineers, Mechanical Engineers, Civil Engineers, and Landscape architects.

Respondent- The person, firm, or corporation who submits a response.

School Board- The Osceola County Schools Board Members

School District- The School District's Facilities and Maintenance Department's Project Manager, and/or the School Board of Osceola County, or their designee.

School District Representative- May include the School District Project Manager and/or the Construction Manager (CM) for the project.

Scope of Services- The complete details of the services involved in the design, fabrication, and assembly of the components of a project's deliverables into a working product.

State Requirements For Educational Facilities (SREF)- The SREF is generally organized by sequence of steps required in the facilities procurement process and covers general definitions, property acquisition/disposal, finance, lease and lease-purchase, historic buildings, program development, professional services, inspection services, design standards, and inspection standards.

DEFINITIONS - Continued

Vendor- Any business firm that will be or has been awarded a contract by the School District.

The **MAI** membership designation is held by appraisers who are experienced in the valuation and evaluation of commercial, industrial, residential and other types of properties, and who advise clients on real estate investment decisions.

The **SRPA** membership designation is held by appraisers who are experienced in the valuation of commercial, industrial, residential and other types of property.

XVII. REFERENCES

Florida Board of Professional Engineers- <http://www.fbpe.org/>

Florida Building Code- <http://www.floridabuilding.org>

Florida Department of Education (FDOE) - <http://www.fdoe.org>

Florida Statute 2006- <http://www.flsenate.gov/Statutes/index.cfm>

Osceola County Educational or Ancillary Specifications

State Requirements For Educational Facilities (SREF) -
<http://www.firn.edu/doe/rules/begin.htm>

PROJECT MILESTONE

	Legal Advertisements
June 15, 2007	Legal Advertisement Orlando Sentinel
June 20, 2007	Legal Advertisement Orlando Sentinel
June 24, 2007	Legal Advertisement Orlando & Osceola Sentinel
	Responses to RFQ due 2:00 PM
July 2, 2007	Location: The School District of Osceola County Purchasing Department 817 Bill Beck Boulevard, Bldg 2000 Kissimmee, Florida 34744-4495
	Review Submittals
July 3, 2007 to July 12, 2007	
	Notification of Selected Short List Candidates
July 13, 2007	
	Short List Oral Presentations and/or Interviews
July 20, 2007	Presentations may be presented before the Selection Committee and possibly the School Board Location: The School District of Osceola County Purchasing Conference Room 817 Bill Beck Boulevard, Bldg. 2000 Kissimmee, Florida 34744 Time: 8:00 AM to 12:00 noon
	School Board Meeting; Ratification of Ranked Finalists
July 24, 2007	