

HILLSBOROUGH COUNTY  
AVIATION AUTHORITY

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REQUEST FOR QUALIFICATIONS  
("RFQ")

**REAL ESTATE APPRAISAL SERVICES**

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
PROPERTIES AND CONTRACTS ADMINISTRATION  
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HILLSBOROUGH COUNTY AVIATION AUTHORITY

REQUEST FOR QUALIFICATIONS

FOR

REAL ESTATE APPRAISAL SERVICES  
TAMPA INTERNATIONAL AIRPORT

The Authority is seeking qualified firms or individuals desiring to be considered for this project. The RFQ documents will be available on the Authority's website August 17, 2009, at [www.tampaairport.com](http://www.tampaairport.com); Airport Business, Notice of Solicitations. For questions regarding the RFQ contact Connie Mundzak at 813-299-6741.

**REGISTER YOUR BUSINESS NOW!**

To receive automated e-mail notifications of future business opportunities, please visit the Authority's website and register using the Authority's Business and Supplier Registration Program

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### **Attachment "A" – Company Qualification Application**

**REQUEST FOR QUALIFICATIONS  
FOR  
REAL ESTATE APPRAISAL SERVICES**

**1.0 Description of Project**

The Authority has an ongoing need for real estate appraisal services for Authority owned property. It is the Authority's intent to qualify eligible real estate appraisal companies "Company" to receive opportunities to submit quotes on appraisal projects on an as-needed basis over a three year period. Qualification does not guarantee work.

The appraisal projects will be divided into two types: general airport property, except fixed based operator ("FBO"); and FBO property only. When the Authority determines a need for an appraisal, a request for quotes will be sent to the Companies who have been determined qualified, as a result of this Request for Qualifications ("RFQ"), to perform the specific type of appraisal. The work requested for each appraisal will vary from full summary appraisal, comparative rental analysis to letter of opinion. The qualified Company with the lowest submitted quote will be awarded the appraisal by purchase order.

The Company will specify at least one individual that will be responsible for performing appraisals, if selected, for the Authority ("Appraiser"). The Authority reserves the right to approve any proposed replacement of an Appraiser and any additional proposed Appraisers during the three year term and will require that, at a minimum, the proposed replacement or additional Appraisers meet the minimum qualifications listed in Section 2.02 of this RFP.

Appraisers submitted to perform appraisal on FBO property must have a working knowledge of the aviation industry, including both fixed base operations and other aeronautical activities, and familiarity with the Federal Aviation Administration ("FAA") and state of Florida rules, regulations and policies affecting airport properties.

**2.0 Minimum Qualifications**

The following minimum requirements have been established as a basis for determining the qualifications of the Company and the Company's Appraiser(s):

**2.01 Company**

The Company must demonstrate the ability to obtain the required insurance as specified in Section 6.01 below.

**2.02 Appraiser**

**A. General Requirements:**

1. The Appraiser must be a member of the Appraisal Institute with a Member Appraisal Institute (MAI) designation; and
2. The Appraiser must be certified as a general appraiser by the State of Florida.

**B. General Airport Property Appraisal (not FBO) Requirement:**

The Appraiser must have completed at least one appraisal on a Florida Department of Transportation related project since January 1, 2004; and

**C. FBO Appraisal Requirement:**

The Appraiser must have completed a minimum of five appraisals of aeronautical properties and improvements located on an airport, preferable FBO facilities, since January 1, 2004. NOTE: Appraisals performed on real property not located on an airport and on improvements not used for aeronautical purposes will not satisfy this requirement.

**3.0 Technical Evaluation**

It is the Authority's intention to solicit a Company Qualification Application (“Application”) from Companies, verify qualifications of the submitted Applications and establish a list of qualified Companies to serve in the best interest of the Authority. The Application is attached hereto and made a part hereof. Each submitted Application will be evaluated to determine if the Company and the Company’s Appraiser(s) meets the minimum qualifications. All Companies will be notified of their qualification status by September 20, 2009.

**4.0 RFQ Schedule**

The following schedule has been established for this process:

<b>Scheduled Item</b>	<b>Scheduled Date</b>
RFQ posted on Authority website (www.TampaAirport.com)	August 17, 2009
Question/clarification deadline	September 9, 2009
Final Addendum posted to Authority’s website	September 11, 2009
Qualification Application deadline	September 17, 2009, 2:00 p.m. EDT
Application evaluation	September 22, 2009
Notification to Companies	November 5, 2009
Approval by Authority’s Board	November 12, 2009

**5.0 Term**

The term of the qualified Company list will be from January 1, 2010 through December 31, 2012. By submitting an Application, pursuant to this RFQ, the Company agrees to remain qualified to submit quotes for appraisal work for the term stated herein.

## 6.0 Terms and Conditions of Qualified Companies

### 6.01 Insurance

The qualified Companies must be able to demonstrate that the Company can provide the required insurance coverages and limits as outlined below:

#### A. Insurance Terms and Conditions

The Company will maintain the following limits and coverages uninterrupted or amended to remain on the qualified Company's list. In the event the Company becomes in default of the following requirements, the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Liability policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the Authority is an additional insured.

#### B. Required Coverage's – Minimum Limits

##### 1. Commercial General Liability

The minimum limits of Commercial General Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering liability resulting from, or in connection with, operations performed by, or on behalf of, the Company under this RFQ or on behalf of, Company are:

	Contract Specific
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000

##### 2. Workers Compensation and Employer's Liability Insurance

The minimum limits of Workers' Compensation/Employer's Liability insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One (Workers' Compensation):	"Florida Statutory"
Part Two (Employer's Liability):	
Each Accident	\$100,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$100,000

##### 3. Business Automobile Liability Insurance

The minimum limits of Business Auto Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired and non-owned vehicles are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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##### 4. Professional Liability

The minimum limits of Professional Liability insurance covering all work of Company without any exclusions unless approved in writing by

Authority will remain in force for a period of three years following termination of the Agreement. The minimum limits of coverage are:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

C. Conditions of Acceptance

This RFQ incorporates by reference the Authority's Operating Directive concerning contractual insurance terms and conditions in effect as of the date of this RFQ as may be amended from time to time.

6.02 **Indemnification**

**To the fullest extent permitted by law, Company agrees to protect, reimburse, indemnify and hold Authority, its agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company's presence on or use or occupancy of the Airport; Company's acts, omissions, negligence, activities, or operations; Company's performance, non-performance or purported performance of this RFQ; or any breach by Company of the terms of this RFQ, or any such acts, omissions, negligence, activities, or operations of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.**

**In addition to the duty to indemnify and hold harmless, Company will have the duty to defend the Authority, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Company, the Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Company.**

**Company recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of \$10.00 and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the state of Florida. This section shall survive the termination of this RFQ. Compliance with insurance requirements under this RFQ shall not relieve Company of its liability or obligation to indemnify, hold harmless, and defend the Authority as set forth in this section.**

### 6.03 Qualifications

A Company determined qualified by the Authority must immediately notify the Authority if, at any time during the term of the qualified Company list, the Company or the Company's Appraiser(s) does not meet the minimum requirements listed in Section 2.0 above. If at any time it is determined that a qualified Company no longer meets the minimum requirements, that Company will be removed from the Authority's list. The Company may add or replace any Appraiser with sufficient documentation submitted to the Authority to determine that the Appraiser meets the requirements in Section 2.02 and upon the approval of the Authority.

### 6.04 Disclosure of Authority Records

Since the Authority owns the documents generated by the Company pursuant to the RFQ, the Company agrees that it will not, without written approval by the Authority, disclose publicly such records.

### 6.05 Compliance

Companies and Appraisers will comply with all Authority, local, state and federal directives, orders, policies and laws as applicable to this RFQ and any subsequent agreement.

### 6.06 Audit

The qualified Company will, at all times, be subject to audit by the Authority or its designee and the Authority will have full access to all materials and records developed and prepared for the Authority during the term of the RFQ.

## **7.0 RFQ General Terms and Conditions**

### 7.01 Public Entity Crimes

In accordance with Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### 7.02 Non-Exclusivity of RFQ

Each qualified Company understands and agrees that any resulting contractual relationship is non-exclusive and the Authority reserves the right to contract with more than one Company or seek similar or identical services elsewhere if deemed in the best interest of the Authority.

### 7.03 Collusion

More than one Application from the same Company under the same or different names will not be considered. Reasonable grounds for believing that a Company is submitting on more than one Application will cause the rejection of all Applications in which the Company is involved. Those Applications will be rejected if there is reason for believing that collusion exists among Companies, and no participant in such collusion will be considered in any future applications for the provision of services for the next six months following the date of the Application submission.

### 7.04 Public Disclosure

All Application submissions and other materials or documents submitted by the Company in response to this RFQ will become the property of the Authority. The Authority is subject to the open records requirements of Florida Statute 119, and as such, all materials submitted by the Company to Authority are subject to disclosure. The Company specifically waives any claims against Authority related to the disclosure of any materials if made under a public records request.

### 7.05 Protest Policy

Failure to follow the bid protest policy set out in the Authority's policies constitutes a waiver of Company's protest and resulting claims. A copy of the bid protest policy may be obtained by contacting the Authority via telephone at 813-870-8700 or via mail to Hillsborough County Aviation Authority, Post Office Box 22287, Tampa, Florida 33622. The policy is also available on the Authority's website ([www.tampairport.com](http://www.tampairport.com)).

### 7.06 RFQ Process

The RFQ will in no manner be construed as a commitment on the part of the Authority to award a contract. The Authority reserves the right to reject any or all Applications; to waive minor irregularities in the RFQ process or in the Applications; to re-advertise this RFQ; to postpone or cancel this process; select and procure parts of services; and to change or modify the RFQ schedule at any time.

### 7.07 Cost of Preparation of Applications

The cost of preparing the Application will be borne entirely by the Company. The Authority will not compensate the Company for any expenses incurred by the Company as a result of this RFQ process.

### 7.08 RFQ Compliance

It is the responsibility of each Company to examine carefully this RFQ and to judge for itself all of the circumstances and conditions which may affect its response. Any data furnished by the Authority is for informational purposes only and is not warranted. Company's use of any such information will be at Company's own risk. Failure on the part of any Company to examine, inspect, and to be completely knowledgeable of the terms and conditions of the RFQ, operational conditions, or any other relevant documents

or information will not relieve the selected Company from fully complying with this RFQ. Neither the Authority nor its representatives will be responsible for any error or omission in this RFQ. Applications submitted early by Companies may be withdrawn or modified prior to the response deadline. Such requests must be in writing. Modifications received after the response deadline will not be considered.

#### 7.09 Requests for Interpretation or Clarification

No oral interpretation or clarification of the RFQ will be made to any Company. If discrepancies or omissions are found by any prospective Company, or there is doubt as to the true meaning of any part of the RFQ, a written request for a clarification or interpretation must be submitted by e-mail to [CMundzak@TampaAirport.com](mailto:CMundzak@TampaAirport.com). It is the responsibility of the Company to verify the Authority received the request. ***To be given consideration, such requests must be received by September 9, 2009.***

#### 7.10 Addenda

All such interpretations and any supplemental instructions will be in the form of a written addendum or clarification and will be posted on the Authority's website, [www.TampaAirport.com](http://www.TampaAirport.com), by September 11, 2009. The Company will be responsible for including any such addenda in its submitted proposal. Failure of any Company to receive any such addendum or clarification will not relieve said Company from any obligation contained therein.

#### 7.11 Opening

There will be no "formal" opening for this RFQ. The Applications will be opened and evaluated after the published deadlines listed in the RFQ, at the Hillsborough County Aviation Authority Office, Tampa International Airport, Landside Terminal, 3<sup>rd</sup> Floor, Blue Side, Tampa, Florida 33622. See section 3.0, Technical Evaluation, for further information.

#### 7.12 Supplemental Information

The Authority reserves the right to request any supplementary information it deems necessary to evaluate the Company's and its Appraiser's experience or qualifications and/or clarify or substantiate any area contained in Company's Application.

### **8.0 Qualification Procedures**

Companies are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFQ. Applications sent by facsimile (FAX) or e-mail will NOT be accepted. Submissions received after ***2:00pm (EST) on September 17, 2009***, will be deemed unresponsive and will be returned to the Company unopened.

The Companies will carefully review and address all of the evaluation factors outlined in this RFQ, respond to *all* questions contained in the Application. In order to be considered, the Company must be able to demonstrate that it meets the minimum qualifications established in

the RFQ. Failure by Company to provide documentation necessary to demonstrate that it meets the minimum qualifications may cause the Application to be rejected as non-responsive.

- 8.01 Number of Applications  
1 Original (clearly marked "ORIGINAL") and  
3 Copies (clearly marked "COPY").

8.02 Delivery of Applications

The Authority's office is open Monday through Friday, 8:30am to 5:00pm, EDT, excluding major holidays.

The delivery of the Application to the Authority prior to the deadline is solely and strictly the responsibility of the Company. ***The response delivery deadline is September 17, 2009, at 2:00pm (EST).*** Applications must be delivered to the physical location listed below. The Authority will in no way be responsible for delays caused by delivery services or for delays caused by any other occurrence. If you have any questions concerning the delivery of your Application, please call Connie Mundzak at (813)801-6040.

All Applications will be sealed and labeled as follows:

**Sealed Submission:  
Request for Qualifications for Real Estate Appraisal Services**

Deliveries must be as follows:

Courier Delivery: Properties & Contracts Administration  
Hillsborough County Aviation Authority Office  
Tampa International Airport  
4100 George Bean Parkway, Suite 3311  
Landside Terminal, 3<sup>rd</sup> Floor, Blue Side  
Tampa, Florida 33607

(Applications will be given a time/date receipt by Authority staff.)

8.03 Execution of Application

The Application must be executed by an official of the Company's and authorized to do so as stated Item #5 of the Application.

## **9.0 Woman and Minority-Owned Business Enterprise (W/MBE) Participation**

It is the policy of the Authority that Woman and Minority Business Enterprises (W/MBEs) as defined herein will have full and fair opportunities to compete for and participate in the performance of non-federally funded contracts or in the purchase of goods and services procured by the Authority. Business concerns certified as Disadvantaged Business Enterprises under the Florida Unified Certification Program (DBEs) and Woman and Minority-Owned Business Enterprises certified with Hillsborough County, City of Tampa, or State of Florida Office of Supplier Diversity (OSD) will be eligible to participate on Authority funded contracts as a W/MBE.

In advancing this opportunity for W/MBEs, neither the Authority nor those companies doing business with the Authority will discriminate on the basis of race, color, national origin, religion or sex in the award and performance of any Authority contract. The Authority will take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of Authority contracts. Under its W/MBE policy and program, the Authority will recognize and encourage W/MBEs to participate as prime contractors or as subcontractors in its construction contracts, architectural and engineering contracts, professional services contracts, and goods and services purchases and contracts.

No specific expectancy for participation by W/MBEs has been established in this RFQ. However, companies will be strongly encouraged to utilize W/MBEs to perform commercially useful functions of the work required in this RFQ. At the time of quotes, qualified Companies will be encouraged to propose W/MBE participation with their quote. W/MBE firms must be currently certified as W/MBE firms with Hillsborough County, City of Tampa, State of Florida OSD or certified under the Florida Unified Certification Program (UCP) as a DBE firm and listed in the directories of the respective agency.

A directory of certified DBEs and links to the various agency websites that have directories of certified W/MBEs are also available on the Authority's website at [www.TampaAirport.com](http://www.TampaAirport.com). Additional assistance may be obtained by calling the DBE Program Manager at (813) 870-8738.

EACH AGREEMENT THE AUTHORITY EXECUTES WITH COMPANY (AND EACH SUBCONTRACT COMPANY EXECUTES WITH A SUBCONTRACTOR) MUST INCLUDE THE FOLLOWING CLAUSE:

Prime Company's W/MBE Assurance: The bidder/proposer, contractor, supplier/vendor and subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The bidder/proposer, contractor, supplier/vendor or subcontractor will carry out applicable requirements of the Authority's W/M/DBE policies and programs in the award and administration of Authority contracts. Failure by the bidder/proposer, contractor, supplier/vendor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

## **10. Termination**

The Authority reserves the right to remove any Company from the list of qualified Companies, without cause, or to cancel the entire list of qualified Companies upon 10-day written notice.

## **11. Payment Method and Schedules**

Payments due for services rendered will be made by the Authority approximately 30 days after receipt and acceptance of an invoice.

Attachment "A"  
Hillsborough County Aviation Authority  
Company Qualification Application

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

To determine qualifications, the following information must be provided for the Company and each Appraiser:

1. Company:

- A. Company's legal name
- B. Address
- C. Phone number
- D. Fax number
- E. Attach documentation, in the form of a current insurance certificate or letter from the Company's insurance company, demonstrating that the Company has or can obtain the required insurance as specified in Section 6.01 of this RFQ.

**Insurance documentation is attached.**    \_\_\_yes    \_\_\_no

- F. If the Company is a Woman and Minority Business Enterprises (W/MBEs), attach a copy of the Company's W/MBE certification.

**Certification documentation is attached.**    \_\_\_yes    \_\_\_not applicable

2. Appraiser (provide the following information and documentation for each Appraiser):

- A. Appraiser's name
- B. Phone number
- C. Fax number
- D. Email address
- E. Attach a copy of the Appraiser's MAI certificate.

**MAI certificate is attached.**    \_\_\_yes    \_\_\_no

- F. Attach a copy of the Appraiser's State of Florida Appraisal Certification.

**Appraisal certification is attached.**    \_\_\_yes    \_\_\_no

- G. Submitting qualifications to perform Non-FBO Appraisals:    \_\_\_yes    \_\_\_no

If yes, provide the following information to demonstrate that the Appraiser has completed at least one (1) appraisal on a Florida Department of Transportation related project since January 1, 2004:

1. name of entity for which appraisal was performed
2. entity contact person
3. contact person's phone number
4. type(s) of appraisal(s) completed for the entity
5. date each appraisal was completed for the entity
6. any additional comments

H. Submitting qualifications to perform FBO Appraisals:    \_\_\_yes   \_\_\_no

If yes, provide the following information to demonstrate that the Appraiser has completed a minimum of five (5) appraisals of aeronautical properties and improvements located on an airport, preferable FBO facilities, since January 1, 2004.

NOTE: Appraisals performed on real property not located on an airport and on improvements not used for aeronautical purposes will not satisfy this requirement

1. name of entity for which appraisal was performed
2. entity contact person
3. contact person's phone number
4. type of appraisal completed for the entity
5. date appraisal completed for the entity
6. any additional comments

3. Acknowledgement of Submittal

The Company acknowledges the submittal of this Application and, if qualified by the Authority pursuant to this RFQ, agrees to be subject to all terms and conditions contained herein including but not limited to the indemnification provision contained in Section 6.02, and agrees to maintain minimum qualifications and requirements to remain on the Authority's qualified Company list for the term of January 1, 2010 until December 31, 2012, this \_\_\_\_ day of \_\_\_\_\_, 2009.

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

ATTESTED BY:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)