

**DEPARTMENTAL INPUT  
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

<input type="checkbox"/> <b>New contract</b>	<input type="checkbox"/> <b>OTR</b>	<input type="checkbox"/> <b>CO</b>	<input type="checkbox"/> <b>SS</b>	<input checked="" type="checkbox"/> <b>BW</b>	<input type="checkbox"/> <b>Emergency</b>	<div style="border: 1px solid black; padding: 2px;">Previous Contract/Project No.</div>
<input type="checkbox"/> <b>Re-Bid</b>	<input type="checkbox"/> <b>Other</b>	LIVING WAGE APPLIES: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

**Requisition/Project No:** BW12051-2-(3)-OTR **TERM OF CONTRACT:** 2 year with 3 one-year options-to-renew

**Requisition/Project Title:-** Utility Valuation for Assessment Purposes

**Description:** To assess the tangible personal property values for major utility companies

**User Department(s):** Office of the Property Appraiser

**Issuing Department:** Office of the Property Appraiser **Contact Person:** J.C. Romano **Phone:** 305-375-4262

**Estimated Cost:** \$63,000 **Funding Source:** General Fund **REVENUE GENERATING:**

**ANALYSIS**

<b>Commodity/Service No:</b> 918-14		<b>SIC:</b>	
<b>Trade/Commodity/Service Opportunities</b>			
<div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 80%;"> <b>Contract/Project History of Previous Purchases For Previous Three (3) Years</b>                      Check Here <input checked="" type="checkbox"/> if this is a New Contract/Purchase with no Previous History                 </div>			
		<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>
			<u>3<sup>RD</sup> YEAR</u>
<b>Contractor:</b>			
<b>Small Business Enterprise:</b>			
<b>Contract Value:</b>			
<b>Comments:</b>			
Continued on another page (s): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**RECOMMENDATIONS**

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

**Basis of Recommendation:**

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RECEIVED  
 DEPT. BUSINESS DEV.  
 2012 MAY 15 AM 10: 53

*J.C. Romano*

*5/4/2012*

**Date to SBD:** \_\_\_\_\_

**Date Returned to DPM:** \_\_\_\_\_

Justification/Input Document for "Bid Waiver"

Title: Utility Valuation for Assessment Purposes

PA-BW1205-2-(3)-OTR  
ITB # \_\_\_\_\_

It is the policy of Miami-Dade County, to consistently purchase goods and services using full and open competition. The citizens of Miami-Dade County are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes DPM can help to avoid delays and to facilitate effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of the County, appropriate justification for that course of action must be submitted to the CA Office for approval and execution in order to waive the competitive bid/proposal process.

Please provide the information requested below to support the need and feasibility for waiving the competitive bid/proposal process.

Purchase Requisition No. \_\_\_\_\_ Contract #: PA-BW1205-2-(3)-OTR Date Required: \_\_\_\_\_ Est. Value: \$62,400 for 2 yrs \_\_\_\_\_  
Proposed Vendor: Florida Valuation Services Previous Contract #: TBW9323-0/11 Estimated Cost: 35,000 Comm. #: \_\_\_\_\_ BCC Date: N/A

1. Purpose of the purchase: Please describe your minimum requirements, and the benefits of making the acquisition.

To aid and assist the Office of the Property Appraiser (OPA) in the preparation of annual assessments on major utilities located in Miami-Dade County. These utilities include Florida Power and Light (FPL), Bellsouth, Florida Gas Transmission, FPL Fibernet LLC, Tampa Electric Company (dba Peoples Gas System), and others. Assessments are computed by applying standard, as well as complex appraisal practices, and following Florida Statutes in relation to this type of property, Florida Department of Revenue rules and regulations, as well as governing case law. At a minimum it is required that any entity wanting to perform this type of work should have a minimum of 10 years completing unitary type assessments on major utilities for several counties in the State of Florida. In relating via the "Bid Waiver" process, the services of Florida Valuation Services, Miami-Dade County has access to the expertise of Mr. James Pence. Mr. Pence is a former Appraisal Manager for FPL for a period of over 15 years, and worked for this company for a total of 25 years and now works as a consultant valuing this same property for taxation purposes for approximately 10 different counties in the State of Florida. He is a nationally recognized expert in utility assessments and has assisted other state and local governments in their assessment reductions.

2. Best interest of the County: Please give a detailed description why a waiver of formal bidding is in the county's best interest (e.g., product standardization, compatibility, proprietary access, or distributorship, etc.) Please note that a lack of advance planning is not an acceptable justification for a bid waiver.

Florida Valuation Services assists more than 10 counties in the State of Florida with their utility assessments. The cost for these services is shared amongst those counties that have obtained the services offered by Mr. Pence. The fact that Mr. Pence also works for other Property Appraisers, within the State of Florida, aids the uniformity in the total assessment of a utility which is important since utilities are typically appraised as a single unit (the total unit value is typically then allocated appropriately to the respective counties). Mr. Pence has acquired proprietary knowledge of the largest utility in the State of Florida during his tenure with FPL. Through his knowledge and experience, he knows the intricacies of accounting for public utilities and the valuation procedures of regulated and unregulated utilities. Mr. Pence, over the past 5 years, increased the actual tax dollars owed to Miami-Dade County by approximately \$7,000,000 (based on an assessment increase over the 5 years of \$280,000,000). These services have been provided each year on a timely basis, which allows for greater accuracy in tax roll and and millage rate application. This has been done in a professional manner, keeping a good working relationship with the utilities while avoiding Value Adjustment Board hearings and/or litigation, which would lead to legal costs and assessment reductions.

3. Market Research: Please describe your market research and the results thereof. This should include a description of other, similar sources or products available in the market, if any, and why they are not acceptable.

Approximately 13 years ago the OPA had litigation from a major utility in the state and a company that was willing to do an appraisal representing approximately 10 counties quoted a cost to each county of \$60,000. In another example, around 17 years ago, the OPA had litigation involving another large telecommunication company. The cost then was estimated at \$50,000. Market Research has revealed that most narrative appraisals for utility properties cost approximately \$50,000 - \$80,000 per utility appraisal. OPA's current cost is \$31,200 per year, for the valuation of all utilities in the County. The low yearly fee is due to the share of the total cost by all the Counties being serviced by FVS. Miami-Dade County the largest County in the State currently has

approximately 900,000 real properties, 107,000 tangible personal properties, and one nuclear plant.

The following Counties provided the value for the current utilities valuation services:

- A. Lee County, a County with approximately 600,000 real properties and 80,000 tangible personal properties was contacted to assist with the market research. In previous years Lee County had acquired the services of BCRI Inc., d/b/a BCRI Valuation Services for a yearly fee of \$72,000. This year the services for Lee County will be performed by the same vendor being contracted by the County, FVS for a yearly fee of \$34,000.
- B. Leon County with approximately 112,000 real property parcels and 12,000 tangible personal properties paid BCRI \$58,000 for last year's report. At this time the PA's office in Leon County had not determined which firm they would be using to provide these services for 2012.
- C. St Lucie County with approximately 165,000 real properties, 13,500 tangible personal properties and one nuclear reactor provided the names of the two firms that currently provide these services:
  - 1. FVS: The firm currently providing services to the County is mainly used for assessment of Florida Power and Light property only, FVS charged \$5,000 for last year's report.
  - 2. BCRI Inc.: d/b/a BCRI Valuation Services: This firm is mainly used for BellSouth, Gas and Wireless companies charged approximately \$30,000 for last year's report.

4. Proposed Actions: Please describe the actions the department will take to overcome the present barriers to competition prior to any future acquisitions of this product or service.

The Office of the Property Appraiser is seeking a bid waiver for a two year period which will allow a continuation of services previously awarded under contract TBW9323-0/11.

JC Romano - (305) 375-4262  
Contact Person and Phone #

Deputy PA Approval

Date Approved

Justification Continued

**FOR DPM USE ONLY**

Department(s)	Allocation(s)	Negotiation Date:	Term of Contract:	OTR:
PA	62,400 (2 yrs)		2 yrs	3-one year OTR's
		Vendor:	Florida Valuation Services, Inc.	
		Insurance Type:		Certificate of Competency:
		Performance/Payment Bond:	N/A	
If this action consolidates any other contracts please list them here:				
Date		Date		
Procurement Manager [ Date		Deputy PA	Date	

Utility Valuation for Assessment Purposes  
Contract No. PA-BW1204-(3)-OTR

THIS AGREEMENT made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ by and between Florida Valuation Services, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 8081 S.E. Sequoia Drive, Hobe Sound, FL 33455-7888 (hereinafter referred to as the "Contractor"), and Miami-Dade County Office of the Property Appraiser (PA), a constitutional office of the State of Florida, having its principal office at 111 N.W. 1st Street, Suite 701, Miami, Florida 33128 (hereinafter referred to as the "Property Appraiser").

WITNESSETH:

WHEREAS, the Contractor has offered to provide utility valuation for assessment purposes, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); and the requirements of this Agreement; and

WHEREAS, the Property Appraiser desires to procure from the Contractor such utility valuation for assessment purposes for the Property Appraiser, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A).
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean the Property Appraiser Procurement Manager, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Florida Valuation Services, Inc. and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Property Appraiser's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Property Appraiser's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Property Appraiser's Project Manager.
- h) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the Property Appraiser.
- i) The words "Project Manager" to mean the Property Appraiser or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, and 2) the Scope of Services (Appendix A).

**ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

**ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Property Appraiser in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Property Appraiser's Project Manager.
- e) The Contractor acknowledges that the Property Appraiser shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy

change implemented by the Property Appraiser. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Property Appraiser with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

**ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on the date on the first page of this Agreement and shall continue for **24 months**. The Property Appraiser, at its sole option, can renew this Agreement for three (3) additional terms of twelve (12) months each upon the same terms and conditions contained herein. The Property Appraiser reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the Property Appraiser and the Contractor, upon approval by the Property Appraiser or designee.

**ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**(1) to the Property Appraiser**

a) to the Project Manager:

Miami-Dade County Office of the Property Appraiser  
Personal Property Division  
111 N.W. 1<sup>st</sup> Street, Suite 710  
Miami, FL 33128-1974

Attention: Personal Property Division Director  
Phone: (305) 375-4070  
Fax: (305) 375-1411  
E-mail: [cin@miamidade.gov](mailto:cin@miamidade.gov)

and,

b) to the Contract Manager:

Miami-Dade County Office of the Property Appraiser  
Administration Division  
111 N.W. 1<sup>st</sup> Street, Suite 710  
Miami, FL 33128-1974

Attention: Property Appraiser Procurement Manager  
Phone: (305) 375-4262  
Fax: (305) 375-3024  
E-mail: [jromano@miamidade.gov](mailto:jromano@miamidade.gov)



**(2) To the Contractor**

Florida Valuation Services, Inc.  
8081 S.E. Sequoia Drive  
Hobe Sound, Florida 33455

Attention: Mr. James L. Pence  
Phone: (772) 286-0979  
Fax: (772) 223-6434  
E-Mail: [flavalue@bellsouth.net](mailto:flavalue@bellsouth.net)

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the Property Appraiser's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be the flat fixed fee of **\$31,200 annually, to** be paid yearly, upon acceptance by the Property Appraiser of each year's utility valuation report. The Property Appraiser shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the Property Appraiser and the Contractor.

**ARTICLE 8. PRICING**

The price shall be firm and fixed for the duration of the Contract, including any extension periods. The Contractor shall provide written notification and justification to the Project Manager within ninety (90) days of the Contract expiration date for any proposed increase in the Contractor's annual compensation. However, the Contractor may offer incentive discounts to the Property Appraiser at any time during the Contract term, including any renewal or extension thereof.

**ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County Finance Department or Property Appraiser, shall show the Property Appraiser's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the Miami-Dade County or the Property Appraiser shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from Miami-Dade County and the Property Appraiser and not made within the time specified by this section shall

bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Property Appraiser, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the Property Appraiser.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the Property Appraiser as follows:

Miami-Dade County Office of the Property Appraiser  
Administration Division  
111 N.W. 1st Street, Suite 710  
Miami, FL 33128-1974

Attention: Property Appraiser Projects Administrator  
Phone: (305) 375-2936  
Fax: (305) 375-3024  
E-mail: flevac@miamidade.gov

The Property Appraiser may at any time designate a different address and/or contact person by giving written notice to the other party.

**ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the Property Appraiser and its officers, employees, agents and instrumentalities from any and all liability, losses or damages excepting a claim arising from the interpretation of language or images contained in the Code, as published in print or electronically, including attorneys' fees and costs of defense, which the Property Appraiser or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Property Appraiser or its officers, employees, agents and instrumentalities as herein provided.

Upon Property Appraiser's notification, the Contractor shall furnish to the Property Appraiser, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County Office of the Property Appraiser must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County Office of the Property Appraiser is 111 N.W. 1st Street, Suite 710, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate**

**of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Property Appraiser.**

**NOTE: THE PROPERTY APPRAISER CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the Property Appraiser. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the Property Appraiser.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Property Appraiser. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Property Appraiser at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Property Appraiser shall suspend the

Contract until such time as the new or renewed certificates are received by the Property Appraiser in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Property Appraiser may, at its sole discretion, terminate this contract.

**ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Property Appraiser in accordance with the terms and conditions of this Agreement. The Property Appraiser shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Property Appraiser, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the Property Appraiser and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Property Appraiser, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Property Appraiser. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the Property Appraiser, should the Property Appraiser make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the Property Appraiser and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

**ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the Property Appraiser. The Contractor shall supply competent employees. Property Appraiser may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Property Appraiser property is not in the best interest of the Property Appraiser. Each employee shall have and wear proper identification.

**ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Property Appraiser. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Property Appraiser shall be that of an independent contractor and not as employees and agents of the Property Appraiser.

The Contractor does not have the power or authority to bind the Property Appraiser in any promise, agreement or representation other than specifically provided for in this Agreement.

**ARTICLE 14. AUTHORITY OF THE PROPERTY APPRAISER'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the Property Appraiser's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the Property Appraiser or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Property Appraiser's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Property Appraiser within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The Property Appraiser may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not

the Property Appraiser participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Property Appraiser for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the Property Appraiser is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The Property Appraiser, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

**ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the Property Appraiser may, at its expense, elect to participate in the defense if the Property Appraiser should so choose. Furthermore, the Property Appraiser may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

**ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

**ARTICLE 17. AUDITS**

The Property Appraiser, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the Property Appraiser. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs. Tangible Personal Property Returns may be exempt from disclosure under Florida Statute 193.074. The

Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

**ARTICLE 18. SUBSTITUTION OF PERSONNEL**

The Contractor shall assign a Project Manager for daily interactions with the Property Appraiser. In the event the Contractor substitutes the assigned Project Manager, the Contractor must notify the Property Appraiser in writing and request written approval for the substitution at least ten (10) calendar days prior to effecting such substitution.

**ARTICLE 19. CONSENT OF THE PROPERTY APPRAISER REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the Property Appraiser.

**ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the Property Appraiser the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the Property Appraiser may require. The Property Appraiser will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Property Appraiser.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the Property Appraiser, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the Property Appraiser that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the Property Appraiser that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The Property Appraiser shall have the right to withdraw its consent to a subcontract if it appears to the Property Appraiser that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the Property Appraiser's

and Property Appraiser's proprietary and confidential information. Contractor shall furnish to the Property Appraiser copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Property Appraiser in the event the Property Appraiser finds the Contractor in breach of this Contract, permitting the Property Appraiser to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the Property Appraiser to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Property Appraiser to any subcontractor hereunder as more fully described herein.

**ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Property Appraiser were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the Property Appraiser makes no representations or guarantees; and the Property Appraiser shall not be responsible for the accuracy of the assumptions presented; and the Property Appraiser shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

**ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**

- a) The Property Appraiser may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Property Appraiser through fraud, misrepresentation or material misstatement.
- b) The Property Appraiser may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Property Appraiser and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Property Appraiser through fraud, misrepresentation or material misstatement may be debarred from Miami-Dade County or the Property Appraiser contracting for up to five (5) years in accordance with the Miami-Dade County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the Property Appraiser may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the Property Appraiser exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the



Property Appraiser:

- i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the Property Appraiser's materials and property;
  - iii. cancel orders;
  - iv. assign to the Property Appraiser and deliver to any location designated by the Property Appraiser any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the Property Appraiser under this Agreement; and
- f) In the event that the Property Appraiser exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

**ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the Property Appraiser where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under

subsection b below;

- vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the Property Appraiser, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Property Appraiser may request that the Contractor, within the timeframe set forth in the Property Appraiser's request, provide adequate assurances to the Property Appraiser, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the Property Appraiser receives such assurances, the Property Appraiser may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Property Appraiser the requested assurances within the prescribed timeframe, the Property Appraiser may:
  - i. treat such failure as a repudiation of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the Property Appraiser shall terminate this Agreement for default, the Property Appraiser or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the Property Appraiser, the Property Appraiser may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the Property Appraiser may be terminated. Notwithstanding, the Property Appraiser may, in its sole discretion, allow the Contractor to rectify the default to the Property Appraiser's reasonable satisfaction within a thirty (30) day period. The Property Appraiser may grant an additional period of such duration as the Property Appraiser shall deem appropriate without waiver of any of the Property Appraiser's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Property Appraiser prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

#### **ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the Property Appraiser for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Property Appraiser may also bring any suit or proceeding for specific performance or for an injunction.

**ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the Property Appraiser for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Property Appraiser's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Property Appraiser and defend any action brought against the Property Appraiser with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the Property Appraiser hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the Property Appraiser's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Property Appraiser, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the Property Appraiser whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Property Appraiser may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Property Appraiser's judgment, use thereof would delay the Work or be unlawful.

**ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Property Appraiser in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the Property Appraiser holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the Property Appraiser, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the Property Appraiser, unless required by law. In addition to the foregoing, all Property Appraiser employee information and Property Appraiser financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make

available to others any part of such Confidential Information without the prior written consent of the Property Appraiser. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Property Appraiser, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Property Appraiser in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
  
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the Property Appraiser shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Property Appraiser, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the Property Appraiser all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the Property Appraiser. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

**ARTICLE 29. PROPRIETARY INFORMATION**

As a constitutional office of the State of Florida, the Office of the Property Appraiser is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Property Appraiser's possession may constitute or contain information or materials which the Property Appraiser has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Property Appraiser has developed at its own expense, the disclosure of which could harm the Property Appraiser's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Property Appraiser's property, any computer programs, data compilations, or other software which the Property Appraiser has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Property Appraiser (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Property Appraiser and, if the Computer Software has been leased or purchased by the Property Appraiser, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Property Appraiser any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Property Appraiser's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

**ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the Property Appraiser retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Property Appraiser to the Contractor hereunder or furnished by the Contractor to the Property Appraiser and/or created by the Contractor for delivery to the Property Appraiser, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the Property Appraiser, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Property Appraiser's copyrights or other proprietary rights.
- b) All rights, title and interest in and to documentation developed by the Contractor and its subcontractors specifically for delivery to the Property Appraiser, hereinafter referred to as "Developed Works" shall become the property of the Property Appraiser.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works delivered to the Property Appraiser.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Property Appraiser so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the Property Appraiser or entities controlling, controlled by, under common control with, or affiliated with the Property Appraiser, or organizations which may hereafter be formed by or become affiliated with the Property Appraiser. Such license specifically includes, but is not limited to, the right of the Property Appraiser to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the Property Appraiser for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Property Appraiser or entities controlling, controlled by, under common control with, or affiliated with the Property Appraiser, or organizations which may hereafter be formed by or become affiliated with the Property Appraiser. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

**ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST****a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Department of Procurement

Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**  
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**  
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**  
(Resolution R-738-92)
14. **W-9 and 8109 Forms**  
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**  
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**  
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**  
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

#### b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any Miami-Dade County/Property Appraiser employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County/Property Appraiser or any person or agency acting for Miami-Dade County/Property Appraiser, competing or applying for a contract, must first request a conflict of interest opinion from the Miami-Dade County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County/Property Appraiser or any person or agency acting for Miami-Dade County/Property Appraiser. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 32. INSPECTOR GENERAL REVIEWS****Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, Miami-Dade County/Property Appraiser has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

**Exception:** The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

Note: Tangible Personal Property Returns may be exempt from disclosure under Florida Statute 193.074.

### **ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or



inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Property Appraiser or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Property Appraiser to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

**ARTICLE 35. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the Property Appraiser or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Property Appraiser, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the Property Appraiser, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the Property Appraiser with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Property Appraiser's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Property Appraiser's Project Manager. Contractor shall thereafter cooperate with the Property Appraiser's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

**ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the Property Appraiser:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Property Appraiser, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Property Appraiser. Such approval may be withheld if for any reason the Property Appraiser believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Property Appraiser; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Property Appraiser.

**ARTICLE 37. BANKRUPTCY**

The Property Appraiser reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the Property Appraiser, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**ARTICLE 38. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in

accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)**

**a) User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

**b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

**c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

**ARTICLE 40. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Property Appraiser under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

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

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

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

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

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

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

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

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

Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

Appendix A

Scope of Services

2.1 Introduction

The Contractor shall provide the appropriate tangible personal property values for various major utility companies in preparation of annual valuation assessments.

2.2 Requirements

A. At a minimum, the Contractor shall maintain a current standing with one of the three accreditations listed below throughout the term of this Agreement:

- 1) Certified Assessment Evaluator (CAE) from the International Association of Assessing Officers (IAAO);
- 2) Accredited Senior Appraiser (ASA) from the American Society of Appraisers;
- 3) Member of the Appraisal Institute (MAI).

B. the Contractor shall be a registered vendor with the State of Florida, Department of Revenue Procurement list throughout the term of this Agreement.

2.3 Required Tasks and Deliverables

All services performed, including review of tangible personal property tax returns, shall be under the supervision of the Property Appraiser. The information contained on any tangible personal property tax return or any information obtained by the PA, as authorized by law, including specifically that obtained as authorized by Florida Statute, Section 195.027, shall be and remain confidential as required by Florida Statute, Section 193.074 and no such information shall be disclosed to anyone or any entity except as expressly permitted by law.

Following are specific tasks that shall be performed by the Contractor:

A. Review Tangible Personal Property Tax Returns from Florida Gas Transmission Company, Bellsouth Telecommunications, Inc., Florida Power & Light Company, FPL FiberNet, LLC, Florida City Gas and Tampa Electric Company d/b/a Peoples Gas System.

B. Research and prepare work papers, reports, schedules, exhibits and valuation reports using various financial statements (annual reports, 10Ks, Federal Energy Regulatory Commission reports, etc.) of these utilities. Periodically meet with the Property Appraiser's Project Manager to discuss and assess findings, prior to submission of final valuation report. While the exact number of meetings is not known, the Property Appraiser may conduct such meetings via teleconference.

The frequency of these meetings shall be dictated by timeliness in meeting the deadline of the final valuation report.

C. Develop a legal, defensible, fair market value assessment of all tangible personal property owned by these utilities throughout Miami-Dade County as of January 1st of each year in accordance with Florida Statutes, Florida Department of Revenue guidelines and Florida case law.

D. Consult with other counties regarding their analysis and assessments on these same utilities in their counties.

E. Determine and advise the PA of the appropriate tangible personal property values (including

total value, taxable value, pollution control equipment value, exemption value, supplies value, etc., as applicable) for the various utilities as of the annual assessment date.

F. Submit to the PA all reports, work papers, schedules, and exhibits, etc., which pertain to the annual valuation of the utilities tangible personal property.

G. With advance notice meet with PA management and staff, as well as utility company management, staff and representatives.

H. Assist, represent and defend the PA in any meetings or negotiations with regard to the annual valuations of the utility companies indicated above.

I. Assist, represent and defend the PA at any Value Adjustment Board (VAB) hearings with regard to the annual valuations of the utility companies mentioned above.

The Contractor shall provide the following Deliverables:

1. Participate in an initial in-person project planning meeting with the Property Appraiser's project team, to be scheduled by the Property Appraiser Project Manager. The initial project planning meeting with the Property Appraiser's project team shall take place after award, but no later than two weeks after award notification.

2. Provide the complete and final annual utility valuation to the PA no later than June 1st of each year, prior to the first certified tax roll. Final annual valuation deadline of June 1st may occur as little as two weeks after receiving the required tangible personal property tax return, should the taxpayer be granted full extension limitations, or as much as eight weeks if no extension is requested.

## **Walters, Vivian (SPEE)**

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**From:** Romano, J.C. (PA)  
**Sent:** Friday, May 04, 2012 8:53 AM  
**To:** Walters, Vivian (SPEE)  
**Subject:** Input project worksheet  
**Attachments:** Input Doc-Project Measure Worksheet.doc; Final Master TC Longform 5-1-12.doc

Vivian, Hope all is well with you. The following Bid Waiver project is being presented for your review. Call me if you have any questions.

**J.C. Romano, CPPB**  
Property Appraiser Procurement Manager  
**Miami-Dade County Office of the Property Appraiser**  
111 NW 1<sup>st</sup> Street, Suite 710, Miami, Fl 33128  
(305) 375-4262  
[www.miamidade.gov/pa](http://www.miamidade.gov/pa)

### **"Delivering Excellence Every Day"**

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

**Walters, Vivian (SPEE)**

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## Walters, Vivian (SPEE)

---

**From:** Romano, J.C. (PA)  
**Sent:** Tuesday, May 08, 2012 3:50 PM  
**To:** Walters, Vivian (SPEE)  
**Subject:** RE: PA-BW 12051-2-(3)-OTR Utility Valuation for Assessment Purpose

Vivian:

As soon as I have the signed document I will forward for your records. Please note: the correct contract number has been revised to **PA-BW12051-2-(3)-OTR**

Thanks for all your assistance.

---

**From:** Walters, Vivian (SPEE)  
**Sent:** Tuesday, May 08, 2012 2:46 PM  
**To:** Romano, J.C. (PA)  
**Cc:** Johnson, Laurie (SPEE)  
**Subject:** RE: BW 1205-1-(3)-OTR

Please proceed with the "**Procurement Process**" for the subject project. The signed worksheet will be forwarded with a "**No Measure**" (due to the "Bid Waiver"), when available.

Advise as to any "**errors, omissions, and/or misunderstanding**".

Regards,

**Vivian O. Walters, Jr.**  
Contract Development Specialist II  
Sustainability, Planning and Economic Enhancement Department  
Small Business Development Division  
111 NW 1st Street #19 Floor  
Miami, FL 33128  
[walterv@miamidade.gov](mailto:walterv@miamidade.gov)  
☎ Office (305) 375-3138 | 📠 Fax (305) 375-3160  
*"Delivering Excellence Every Day"*

"For the New Project Review & Analysis Process"



*click on our new website*

<http://www.miamidade.gov/sba/about-project-review-and-analysis.asp>

*Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.*



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**From:** Romano, J.C. (PA)  
**Sent:** Tuesday, May 08, 2012 2:38 PM  
**To:** Walters, Vivian (SPEE)  
**Subject:**

See justification statement, it has not been signed by the Deputy Property Appraiser. He has indicated that he will be signing the form.

**J.C. Romano, CPPB**

Property Appraiser Procurement Manager

**Miami-Dade County Office of the Property Appraiser**

111 NW 1<sup>st</sup> Street, Suite 710, Miami, FL 33128

(305) 375-4262

[www.miamidade.gov/pa](http://www.miamidade.gov/pa)

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**BUSINESS & PROFESSIONAL DEVELOPMENT DIVISION**  
**ASSIGNMENTS/CORRESPONDENCE**

**FROM: Vivian O. Walters, Jr.**

**DATE: May 8, 2012**

**Request for Approval**

**Signature and Date of Approval**

- Laurie Johnson
- Sheri McGriff
- Veronica Clark

*Handwritten signatures and dates:*  
 [Signature] 5/8/2012  
 [Signature] 5/8/12  
 [Signature] 5/9/12  
 [Signature] 5/9/12

**COMMENTS**

**Re: SBE Project Worksheet – Director’s Signature**

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**Logged out by**

\_\_\_\_\_ **Date**

**(PLEASE RETURN TO VIVIAN O. WALTERS, JR.)**