

# **MASTER CONSULTING AGREEMENT FOR GENERAL APPRIASAL SERVICES**

**THIS AGREEMENT** is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Lee Pallardy, Inc. (the “Firm”) a Florida corporation, located at 609 East Jackson Street, Suite 200, Tampa, FL, 33602, and whose Federal Employer Identification Number is 59-2552672.

**WHEREAS**, the Firm has considerable expertise in providing professional services in connection with certain appraisal and appraisal review services; and,

**WHEREAS**, the County desires to employ the Firm to provide professional services in connection with certain appraisal and appraisal review services to the County; and

**WHEREAS**, the County has solicited for these services via RFP 22-603, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

**WHEREAS**, the Firm is able and agreeable to providing the County the firm services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the County and the Firm hereby agree, as follows:

## **1.0 Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the “Effective Date”).

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

## **2.0 Services to Be Performed by Firm**

2.1 The Firm shall perform those services (collectively, the “Services”) as generally described in (i) the County’s Request for Proposals RFP 22-603, to include all attachments and addenda, and (ii) the Firm’s responsive proposal thereto (collectively, (i) and (ii) are “RFP 22-603”) all of which

are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit “A” and made a part of this Agreement.

2.2 When the County requires the Firm to perform Services for a particular project (a “Project”), the County will issue a Notice to Proceed (“Work Authorization”) to the Firm stating the specific scope of services and budget for the Project. All provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following Project information: the maximum amount of the Firm’s compensation, and completion date, and shall become effective upon due execution.

2.3 The Firm is not authorized to undertake any Project without a duly executed Work Authorization and corresponding Purchase Order. Firm recognizes and acknowledges that the County may employ several different firms to perform the same or similar Services for the County and that the Firm has not been employed as the exclusive agent to perform any such Services.

2.4 If the Firm and the County enter into a Work Authorization whose term expires on a date that is later than the date that this Agreement expires, then the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the Firm has fully performed all requirements of the Work Authorization. Cancellation by the County of any remaining work prior to the Firm’s full completion of the requirements of any such Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.4 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of the Agreement.

### **3.0 Compensation**

3.1.1 The County and the Firm will negotiate a lump sum amount on a per-project basis, on each individual Work Authorization.

3.1.2 At its option the County may choose to engage the Firm to perform additional, related consulting services beyond the scope of the Services for which the County will negotiate a lump sum amount per-project basis with the Firm.

3.1.3 All the Firm’s invoices for work performed must reference the applicable Work Authorization number and Purchase Order number and must be submitted using a form approved by the County Auditor.

3.1.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the

County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Real Estate Services Division  
515 E. Boulevard St., Bartow, FL 33830  
Attention: Administrator

3.1.5 In order for both parties herein to close their books and records, the Firm will clearly state "Final Invoice" on the Firm's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Firm.

3.1.6 Payment of the final invoice shall not constitute evidence of the County's acceptance of the work

3.1.7 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.8 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable Work Authorization. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Firm to the County Auditor's satisfaction.

#### **4.0 Firm's Responsibilities**

4.1 The Firm shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Firm's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Firm's performance or nonperformance of this Agreement. The Firm shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Firm's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

## **5.0 Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Firm's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Firm for such instruments or documents.

## **6.0 Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Firm to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Firm. Upon receipt of such notice, the Firm shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Firm in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Firm shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

## **7.0 No Contingent Fees**

The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## **8.0 Assignment**

The Firm shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

## **9.0 Professional Associates and Subconsultants**

If the Firm requires the assistance of any professional associates or subconsultants in connection with its providing the Services the Firm must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subconsultant may perform any work for the County. If after obtaining the County's approval the Firm utilizes any professional associates or subconsultants in the delivery of the Services then the Firm shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subconsultants. The failure of a professional associate or subconsultant to timely or properly perform any of its obligations to the Firm shall not relieve the Firm of its obligations to the County under this Agreement.

## **10.0 Indemnification of County**

Firm, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Firm to comply with applicable laws, rules or regulations, (ii) the breach by Firm of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Firm's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Firm, its professional associates, subconsultants, agents, and employees provided, however, that Firm shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

## **11.0 Insurance Requirements**

The Firm shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Firm shall provide the County original Certificates of

Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Firm to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Firm suspend Firm's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Employers Liability Insurance: \$1,000,000 for non-exempt firms, including the following coverages:

Each Accident – \$1,000,000,  
Disease – Each Employee \$1,000,000,  
Disease – Policy Limit \$1,000,000.

Professional Liability (Errors and Omissions): \$1,000,000 combined single limit of liability.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Products / Completed Operations – 1,000,000  
Personal and Advertising Injury – \$1,000,000  
Medical Expenses – \$10,000

Workers Compensation. The Firm shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subconsultants as required by Florida Statutes.

## **12.0 Public Entity Crimes**

The Firm understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Firm.

## **13.0 Non-Discrimination**

The Firm warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

## **14.0 Designation of Party Representatives**

14.1 Upon receipt of a request from the Firm, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Firm shall designate or appoint one or more Firm representatives who are authorized to act on behalf of and to bind the Firm regarding all matters involving the conduct of its performance pursuant to this Agreement.

## **15.0 All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

## **16.0 Modifications, Amendments or Alterations**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

## **17.0 Independent Contractor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Firm (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Firm is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Firm shall not pledge the County's credit or

make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Firm shall have no right to speak for or bind the County in any manner.

## **18.0 Public Records Law**

(a) The Firm acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Firm further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Firm shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Firm acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Firm or keep and maintain public records required by the County to perform the service. If the Firm transfers all public records to the County upon completion of this Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: [RLMO@POLK-COUNTY.NET](mailto:RLMO@POLK-COUNTY.NET)**



## **19.0 Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Firm shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Firm.

## **20.0 Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

## **21.0 Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For County:** Real Estate Services Division  
515 E. Boulevard St.  
Bartow, Florida 33830  
Attention: Administrator

**For Firm:** Lee Pallardy, Inc.  
609 East Jackson Street, Suite 200  
Tampa, FL 33602  
Attention: Lee F. Pallardy, III

## **22.0 Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire

Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

### **23.0 Annual Appropriations**

Firm acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Firm under this Agreement is contingent upon annual appropriations being made for that purpose.

### **24.0 Employment Eligibility Verification (E-VERIFY)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Firm acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Firm becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Firm shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Firm, the Firm may not be awarded a public contract for a period of 1 year after the date of termination. The Firm shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

### **25.0 Firm Representations**

25.1 The Firm hereby represents and warrants the following to the County:

25.1.1 Firm is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Firm's performance under this Agreement will not violate or breach any contract or agreement to which the Firm is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Firm has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Firm now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Firm has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Firm has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Firm shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Firm shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Firm is authorized to do so.

## **26.0 Default and Remedy**

If the Firm materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Firm receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Firm, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Firm, then the Firm shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Firm the full amount due and owing for all Services performed through the date of Agreement termination.

### **27.0 Limitation of Liability**

**IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE FIRM FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

### **28.0 Waiver**

A waiver by either County or Firm of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

### **29.0 Attorneys' Fees and Costs**

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

### **30.0 Force Majeure**

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the

delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

### **31.0 Key Personnel**

The Firm shall notify the County if any of the Firm's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Firm shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Firm shall remove without consequence to the County any of the Firm's contractors, sub-contractors, subconsultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Firm's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Jamie M. Myers, Appraiser – Chairman & President

Name: Lee F. Pallardy, III, MAI – President

Name: David M. Taulbee, MAI – Vice President

Name: James M. Talley, Jr., MAI, SRA – Vice President

Name: Amanda Wynne – Bookkeeper

Name: Rachel Albert – Administrative Secretary

Name: Teresa K. Hager – Administrative Secretary

### **32.0 Scrutinized Companies and Business Operations Certification; Termination**

#### **A. Certification(s).**

(i) By its execution of this Agreement, the Firm hereby certifies to the County that the Firm is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Firm engaged in a boycott of Israel, nor was the Firm on

such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Firm further certifies to the County as follows:

(a) the Firm is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Firm is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Firm was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Firm hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Firm for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Firm is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Firm is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Firm is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

**33. No Construction Against Drafter**

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**34. Unauthorized Alien(s)**

The Firm shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Firm shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**ATTEST:**

STACY M. BUTTERFIELD

**Polk County**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
George Lindsey III, Chairman  
Board of County Commissioners

Date Signed by County: \_\_\_\_\_

Review as to form and legal sufficiency

Sandra B. Hobbs 2/17/23  
County Attorney's Office Date

**ATTEST:**

Lee Pallardy, Inc.  
a Florida corporation

By: David M. Taulbee  
Corporate Secretary  
DAVID M. TAULBEE  
[Print Name]

DATE: 2.27.2023

SEAL

By: David M. Taulbee  
DAVID M. TAULBEE  
[Print Name]

V.P. / SECRETARY  
[Title]

DATE: 2.27.2023



**ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION**

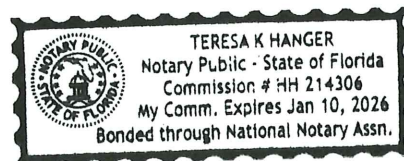
STATE OF Florida County OF Hillsborough  
 The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) by David M. Taulbee (Name of officer or agent) as Vice President / Secretary (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this February 27, 2023 (Date).  
Teresa K Hanger (Official Notary Signature and Notary Seal)  
Teresa K Hanger (Name of Notary typed, printed or stamped)  
 Commission Number HH 214306 Commission Expiration Date 01/10/2026

**ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL**

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
 The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date).  
 \_\_\_\_\_ (Official Notary Signature and Notary Seal)  
 \_\_\_\_\_ (Name of Notary typed, printed or stamped)  
 Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

**ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP**

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
 The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of acknowledging partner or agent) on behalf of \_\_\_\_\_ a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date).  
 \_\_\_\_\_ (Official Notary Signature and Notary Seal)  
 \_\_\_\_\_ (Name of Notary typed, printed or stamped)  
 Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_



## Exhibit "Ai"

### RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing *General Appraisal Services* as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

**RFP Number and Title:** 22-603, General Appraisal Service

**Description:** Provide appraisal services for various Polk County Divisions as administered by the Real Estate Services Division.

**Receiving Period:** Prior to 2:00 p.m., **Wednesday, December 14, 2022**

**Bid Opening:** **Wednesday, December 14, 2022 at 2:00 p.m.** or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

**Special Instructions:** N/A

Questions regarding this RFP must be in writing and must be sent to Danielle Rose Sr. Procurement Analyst, via email at [daniellerose@polk-county.net](mailto:daniellerose@polk-county.net) or via fax at (863) 534-6789. All questions must be received by, **Monday, December 5, 2022, 4:00 p.m.**

## RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 22-603

RFP Title: General Appraisal Service

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to [procurement@polk-county.net](mailto:procurement@polk-county.net) or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

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

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## Bid Label

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the proposal where requested.

<b>Sealed Bid. DO NOT OPEN</b>	
<b>Sealed RFP Number</b>	Number 22-603
<b>RFP Title</b>	General Appraisal Service
<b>Due Date/Time:</b>	December 14, 2022, prior to 2:00 pm
<b>Submitted by:</b>	
<b>Deliver To:</b>	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

**POLK COUNTY**  
**Procurement Division**  
**Fran McAskill**  
**Procurement Director**  
**REQUEST FOR PROPOSAL 22-603, GENERAL APPRAISAL SERVICE**

Sealed proposals will be received in the Procurement Division, Wednesday, December 14, 2022, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/procurement/bids>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Danielle Rose, Sr. Procurement Analyst, via email at Danielle Rose or via fax at (863) 534-6789. **All questions must be received by Monday, December 5, 4:00 p.m.**

**Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.**

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Polk County Procurement Division**  
**330 West Church Street, Room 150**  
**Bartow, Florida 33830**  
**(863)534-6757**

## **Introduction/Background**

Polk County, a political subdivision of the State of Florida, is soliciting proposals from qualified firms to provide appraisal services for various County Divisions.

The firms selected shall be equally qualified to provide a wide variety of appraisal related services. The County may employ several different firms to perform appraisal services, appraisal review services, or a combination of both services, as required.

Since project budgets are generally limited, the appraisers must be willing and able to negotiate the most cost-effective solutions to achieve the work. The appraisers must be willing to provide reasonable proposals within short time frames and be prepared to commence and complete work in a timely fashion.

It is the intent of the County to enter into an agreement with three or more firms.

## **Scope of Services**

The County desires to enter into appraisal services contracts with qualified local appraisal firms for appraisal services related to the valuation of parcels of land to be acquired by the County, which are not in conjunction with eminent domain. A typical project might consist of the following tasks.

### **Appraisal Services:**

Appraisal Services may include the preparation of narrative or form type appraisals of vacant or improved, commercial, industrial, single family and multifamily residential, income producing, or other property types as needed by Polk County. The appraisal reports shall conform to State of Florida guidelines along with the Uniform Standards of Professional Appraisal Practices (USPAP). The Firm's designated Appraiser of Record shall be responsible for all work necessary and incidental to the completion of said items for this project unless otherwise noted herein. The Appraiser of Record/Principal Appraiser shall hold a state certified general license from the State of Florida and will hold a Member Appraisal Institute (MAI) or Senior Residential Appraiser (SRA) designation.

The Appraiser of Record / Principal Appraiser shall have a minimum of ten (10) years' experience with general real estate appraisals within Polk County.

## **DISTRIBUTION OF WORK**

The Real Estate Services or the user division requiring said services will use the following process to distribute the projects amongst the successful firms:

1. List Current Master Agreements, identify if local
2. Identify firms with appropriate expertise, experience, and personnel
3. 12-month contract value
  - a. Provide justification for selecting the firm to perform the work

Next, the division will issue a purchase order to the selected firm along with a specific scope of Services, not to exceed amount, project schedule and completion date for each Project and a Notice to Proceed (collectively a “Work Authorization”).

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Firm is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other firms or County staff.

## **AGREEMENT**

The term of this agreement will be for 5 years.

## **SUBMITTAL**

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer’s lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

**Tab 1, Executive Summary:** (Items a-c: Maximum of two (2) pages)

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full-time employees.
- d) Provide a copy of the firm's current certificate of registration (license) as a State Certified General Appraiser in the State of Florida.
- e) Provide a copy of current Appraisal Institute Membership

**Tab 2, Experience, Expertise, Personnel & Technical Resources (50 points)**

- Provide a minimum of six (6) and a maximum of eight (8) examples of past work products on general appraisal assignments within Polk County, including one (1) example each of vacant commercial, improved commercial, vacant industrial, improved industrial, single family residential and multifamily residential income producing properties during the past ten (10) years, to indicate proficiency and timely completion of similar work. (2 pages for each project, single or doubled sided):
  - Client name
  - Contact person
  - Contact's phone number and email address
  - Cost of the services
  - Start and end date of project
  - Brief description of the services provided
  - Copy of full appraisal report. This full report can be submitted on a USB thumb drive.
- Provide your Firm's organizational structure. Identify each principal of the firm, including the "appraiser of record", and any other "key personnel" who will be professionally associated with the development, preparation, and/or presentation of an appraisal report.
- The key personnel presented in the firm's response shall be the staff utilized during the contract. Please provide resumes to support that the Appraiser of Record/ Principal Appraiser has a minimum of ten (10) years of experience with general real estate appraisals within Polk County. As well as provide resumes of all other key personnel that will be assigned to the project. Responses to include at a maximum, the items in the list below (Maximum of one (1) page per resume):
  - a) Name and current position held by the person



- b) Years of experience in appraisal preparation
- c) Professional organization designations and memberships  
courses and training
- d) Designation Certificates and Re-Certification Certificates
- e) Proof of Florida State Certification in appraisal, and, as applicable, Florida  
Real Estate Brokerage License and Florida Real Estate Salesman  
License.
- f) A copy of current MAI or SRA designation, if applicable.

**Tab 3 Approach to Project: (Maximum of six (6) pages) (40 Points)**

- Describe the specific abilities of the firm/ personnel to be assigned to these services in regard to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Describe in detail the components of how your firm proposes to manage assigned project(s), based upon the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
- Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.
- Address a Quality Control Plan, which demonstrates the policies and procedures followed, evaluation criteria, and instruction to its organization to assure conformance to Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the contract. The Plan shall demonstrate the Appraisal firm's internal Quality Control Review of reports submitted.

**Tab 4, Surveys of Past Performance (10 Points)**

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
  - Average Score between 9-10 (10 Points)
  - Average Score between 7-8 (8 Points)
  - Average Score between 5-6 (6 Points)
  - Average Score between 3-4 (4 Points)
  - Average Score between 1-2 (2 Points)
  - Average Score of 0 (0 Points)

## **SUBMITTAL OF PROPOSALS**

Interested parties are invited to submit one (1) original marked ORIGINAL and five (5) copies marked COPY of their proposal in a sealed envelope to the Procurement Division. The envelope should be labeled “RFP #22-603, General Appraisal Service” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, FL 33830**

The response shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, December 14, 2022.**

The delivery of the response on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

## **BID OPENING**

Proposers may attend the Bid Opening via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. Proposers that want to attend in person may do so in compliance with safe COVID 19 practices. A listing of all proposers will be posted to Procurement’s website as soon as possible after bid opening.

## **EVALUATION CRITERIA AND SELECTION PROCESS**

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

### **Elevation Level 1 (Procurement Requirements Assessment)**

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

### **Elevation Level 2 (Selection Committee Evaluation)**

Procurement shall score each Proposal on the following evaluation criteria:

- Surveys of Past Performance (Tab 4)-10 points  
Subtotal Points-10 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tab 2)-50 points
- Approach and Methodology (Tab 3)-40 points  
Subtotal Points-90 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

**EXCELLENT (1.0):** Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative

(including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

**VERY GOOD (0.8):** To a high degree; better than or above competent and/or skillful.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

**GOOD (0.6):** Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

**FAIR (0.4):** Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

**POOR (0.2):** Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation,

diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

**UNACCEPTABLE (0.0):**

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract

Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

### **Elevation Level 3 (Proposer Interviews)**

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the

agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

#### **Elevation Level 4 (Contract Negotiations)**

If a Proposer is elevated to this level, Procurement, with the assistance of the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

## **GENERAL CONDITIONS**

### **COMMUNICATIONS**

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

### **INSURANCE REQUIREMENTS**

The selected Contractor, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of \$1,000,000. Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any



one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

## **INDEMNIFICATION**

Firm, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Firm to comply with applicable laws, rules or regulations, (ii) the breach by Firm of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Firm's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Firm, its professional associates, subcontractors, agents, and employees; provided, however, that Firm shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

## **PUBLIC ENTITY CRIMES STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or firm under a contract with any public entity; and may not transact business with any public entity in excess of the threshold

amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

### **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Contractors that do business with the County to have a vigorous affirmative action program.

### **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH**

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

### **AFFIRMATION**

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Contractor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Contractor or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

### **DEVELOPMENT COSTS**

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

### **ADDENDA**

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/procurement-bids>. It is the sole responsibility of the

proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

### **CODE OF ETHICS**

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

### **DRUG FREE WORKPLACE**

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

### **APPLICABLE LAWS AND COURTS**

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

### **CONTRACT**

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Contractors which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

### **PROPOSAL ACCEPTANCE PERIOD**

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

## **ADDITION/DELETION**

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

**INVOICING AND PAYMENT:** The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

## **PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

## **REVIEW OF PROPOSAL FILES**

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

**RFP PROTEST:** Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/procurement/protest-procedures>.

**FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.**

#### **UNAUTHORIZED ALIEN(S)**

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Contractor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

#### **EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)**

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Contractor to perform employment duties during the term of this contract; and

(ii) All persons (including sub-vendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.

C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The *Contractor* shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the

County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

## **LIMITATIONS**

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

**ATTORNEY'S FEES AND COSTS:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

## **PUBLIC RECORD LAWS**

(a) The Firm acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Firm further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Firm shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Firm acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Firm or keep and maintain public records required by the County to perform the service. If the Firm transfers all public records to the County upon completion of this Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: RMLO@POLK-COUNTY.NET**

**Scrutinized Companies and Business Operations Certification; Termination.**

**A. Certification(s)**

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

- (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
- (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
- (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
- (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.



(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

## Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

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

DBA/Fictitious Name (if applicable): \_\_\_\_\_

TIN #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: \_\_\_\_\_

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

## EXHIBIT 1

### DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Firm submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Firm. The Firm is to include all surveys in their proposal package.

#### **Sending the Survey**

The surveys shall be sent to all clients for whom the Firm has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Firm shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Polk County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Appraisal Services for Polk County), Etc.
COST OF SERVICES	Cost of services (\$10,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2017)

2. The Firm is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

**Preparing the Surveys**

1. The Firm is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Firm should enter the past clients' contact information, and project information on each survey form for each reference. The Firm should also enter their name as the Firm being surveyed.
3. The Firm is responsible for ensuring all references/surveys are included in their submittal under Tab 4
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

**Survey Questionnaire – Polk County**  
**RFP 22-603, General Appraisal Service**

To: \_\_\_\_\_ (Name of Person completing survey)  
 \_\_\_\_\_ (Name of Client Company/Contractor)  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Total Annual Budget of Entity \_\_\_\_\_

Subject: Past Performance Survey of Similar work:

Project name: \_\_\_\_\_

Name of Vendor being surveyed: \_\_\_\_\_

Cost of Services: Original Cost: \_\_\_\_\_ Ending Cost: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Overall Client satisfaction and comfort level in hiring	(1-10)	
11	Ability to offer solid recommendations	(1-10)	
12	Ability to facilitate consensus and commitment to the plan of action among Client's staff	(1-10)	

Printed Name of Evaluator \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

Please fax or email the completed survey to: \_\_\_\_\_

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 22-603, GENERAL APPRAISAL SERVICE

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY FIRM WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY FIRM OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

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

Signature: \_\_\_\_\_

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

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ (*name*) as \_\_\_\_\_ (*title of officer*) of \_\_\_\_\_ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**Proposers Incorporation Information**  
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Lee Pallardy, Inc.

DBA/Fictitious Name (if applicable): \_\_\_\_\_

TIN #: 59-2552672

Address: 609 East Jackson Street, Suite 200

City: Tampa

State: Florida

Zip Code: 33602

County: Hillsborough

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: David Taulbee

Phone Number: 813-221-3700 Ext. 303

Cell Phone Number: 813-355-6272

Email Address: dtaulbee@lecpallardyinc.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Florida

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Lee Pallardy, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>609 East Jackson Street, Suite 200</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Tampa, Florida 33602</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
5	9	-	2	5	5	2	6	7	2

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>12.13.2022</b>
-----------	--	--------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



December 6, 2022

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**ADDENDUM #1**

**RFP 22-603, General Appraisal Service**

---

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

---

Contained within this addendum: Questions & Answers

Danielle Rose

Sr. Procurement Analyst

Procurement Division

---

**This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.**

---

Signature: David M. Taubee

Printed Name: DAVID M. TAUBEE

Title: V.P.

Company: LEE PALLARDY INC.

# LEE PALLARDY, INC.

*Real Estate – Appraiser, Broker & Consultant*

LEE PALLARDY, MAI (1892-1967)  
LEE PALLARDY, JR., MAI (1920-1987)  
LEE F. PALLARDY, III, MAI STATE CERT. GEN. REA 0000121  
JAMIE M. MYERS, MAI STATE CERT. GEN. REA 0000221  
JAMES M. TALLEY, JR., MAI, SRA STATE CERT. GEN. REA 0001649  
DAVID M. TAULBEE, MAI STATE CERT. GEN. REA 0001435



609 E. JACKSON STREET, SUITE 200  
TAMPA, FLORIDA 33602-4933  
TELEPHONE (813) 221-3700  
FAX (813) 223-4140

[leepallardync.com](http://leepallardync.com)

December 12, 2022

Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, Florida 33830

To Whom It May Concern:

Lee Pallardy, Inc. is pleased to provide this registration and application in accordance with the procurement requirements outlined in the RFP. Please be advised that David M. Taulbee, MAI and Jay Talley, Jr., MAI can both bind the company.

Lee Pallardy, Inc.  
David M. Taulbee, MAI  
609 East Jackson Street, Suite 200  
Tampa, Florida 33602  
(813) 221-3700 x 303  
[dtaulbee@leepallardync.com](mailto:dtaulbee@leepallardync.com)

Lee Pallardy, Inc.  
Jay M. Talley, Jr., MAI, SRA  
609 East Jackson Street, Suite 200  
Tampa, Florida 33602  
(813) 221-3700 x 306  
[italley@leepallardync.com](mailto:italley@leepallardync.com)

Lee Pallardy, Inc. is a general appraisal and real estate brokerage firm that is the successor operating company of an appraisal/brokerage firm known as Pallardy-Watrous that was incorporated in 1919. Lee Pallardy, Inc. is comprised of four partners, all of whom are State Certified Appraisers and each has the MAI designation. The president of the firm is Jamie M. Myers, a Tampa native, who has been in the real estate and appraising profession since graduating from college in 1979. David M. Taulbee and James M. Talley, Jr. are both vice presidents of the firm. Lee Pallardy is past chairman and president. The balance of the staff consists of two executive secretaries and a bookkeeper.

The principals of Lee Pallardy, Inc. have created a diversified real estate appraisal and brokerage firm, with a heavy concentration of work preparing a wide variety of real estate appraisals. The client base is diverse, as represented by the client list included in the resumes and the appraisal experience references. The firm continuously monitors the regulatory environment that affects real estate values and is oftentimes an active participant. The monitoring is to the extent to allow us to be in a position to anticipate changes in the regulatory environment and to predict their effect on real estate values. We make a concerted effort to keep abreast of the trends in the residential and commercial real estate markets, and the case law concerning real estate valuation, particularly as it relates to the valuation of real estate for the purpose of filing estate and gift tax returns, and for appraising properties involved in condemnation proceedings.

The primary sources of our appraisal work include individual landowners, municipalities, state and local agencies, financial institutions, title insurance companies, condemnation agencies, attorneys representing property owners in condemnation proceedings, and attorneys representing clients in estate planning and other matters. Lee Pallardy, Inc. is an approved appraiser for most lenders.

The company provides unparalleled market research and independent value conclusions. The appraisals provide well-documented value estimates. The appraisals are presented in either standardized residential form, or in well written and documented narrative appraisals. Each appraisal is prepared for the individual client and tailored to suit the individual client's needs. The appraisals are written in a clear and convincing manner to lead the reader to the same value conclusion and will withstand the scrutiny of any interested party, including loan underwriters, the legal system, or the IRS.

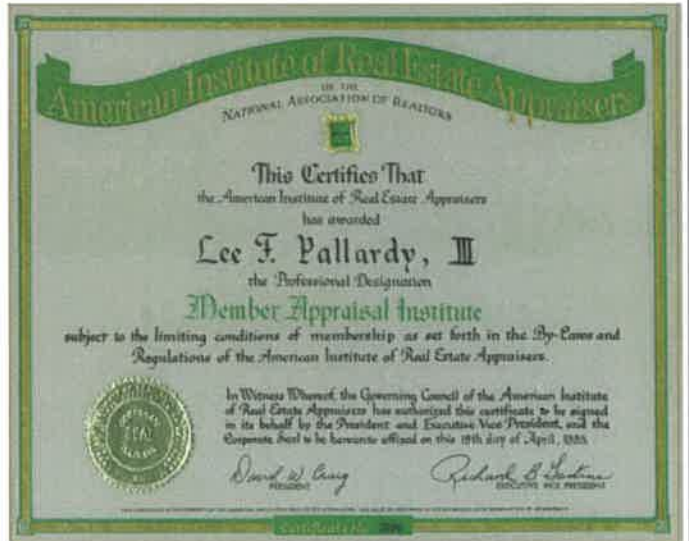
As a well established appraisal and real estate brokerage firm, with extensive experience in appraising all types of properties, we are very well qualified to provide complete and accurate appraisals no matter the purpose of the appraisal. The appraisal experience serves as a platform for our real estate consulting, brokerage, mortgage, and development services.

The four principals of Lee Pallardy, Inc. are all MAIs and have worked together for 25+ years, and have extensive appraisal and appraisal review experience. Talley also holds the SRA designation. Lee Pallardy, Inc. is staffed with four (4) MAI's and over 140± years of combined appraisal experience.

We understand the importance of communication and teamwork between the County, appraisers, sub-consultants, and the review appraiser. We do not see the review appraiser as an adversarial relationship as it has become in many situations. We see the review as a quality control ally between the County and the appraiser. We have the experienced staff that can work with multiple sub-consultants during the appraisal process in delivering the appraisal reports on time.

Firm's Current Certificate – State Certified General Appraiser in the State of Florida



Copy of current Appraisal Institute Membership

## CLIENT 1

### VACANT COMMERCIAL

- o Client name Sunshine State Federal Savings & Loan Association
- o Contact person Darbi Vanderford
- o Contact's phone number and email address [D.Vanderford@sunshinestatefederal.com](mailto:D.Vanderford@sunshinestatefederal.com)  
(813) 752-6193
- o Cost of the services \$2,800
- o Start and end date of project September 6, 2012 to September 27, 2012
- o Brief description of the services provided

*Summary Appraisal Report* to estimate the "as is" fee simple market value of the subject property, which consisted a total usable/buildable land area of 3.21± acres or 139,680± square feet. The subject was a commercially zoned site situated on the west side of Harden Boulevard, approximately 800'± north of Grasslands Boulevard within the Lakeland city limits in Polk County. The highest and best use was future office development.

- o Copy of full appraisal report. This full report can be submitted on a USB thumb drive.

## CLIENT 2

## IMPROVED COMMERCIAL

- |  |  |
|--|--|
| o Client name                                | AdventHealth Medical Group West Florida  |
| o Contact person                             | Mr. Freire (Freddie) Lima, Director of Physician Services  |
| o Contact's phone number and email address   | (813) 929-5469<br><a href="mailto:FREIRE.LIMA@AdventHealth.com">FREIRE.LIMA@AdventHealth.com</a> |
| o Cost of the services                       | \$2,150  |
| o Start and end date of project              | December 9, 2020 to December 28, 2020  |
| o Brief description of the services provided |  |

Lee Pallardy Inc. provided an opinion of market rent pertaining to a 1,900 square foot medical office suite owned and occupied by Dr. Bedi. Dr. Bedi's Family Practice Walk-in Clinic was located in a multi-tenant retail/office building known as Daughtery Plaza.

- o Copy of full appraisal report. This full report can be submitted on a USB thumb drive.



### CLIENT 3

## VACANT INDUSTRIAL

- o Client name Barnett Bolt Kirkwood Long Koche & Foster, P.A.  
o Contact person Vonya Z. Lance  
o Contact's phone number and email address (813) 253-2020  
[vlance@barnettbolt.com](mailto:vlance@barnettbolt.com)  
o Cost of the services \$13,800  
o Start and end date of project October 14, 2019 to December 12, 2019  
o Brief description of the services provided

The third property we valued in this report was a vacant, low/wetland, wooded, rectangular-configured 8.55 acre tract of land located at the Southeast corner of South Combee Road and East Main Street, south of U.S. Highway 92, Lakeland. Presuming there are sufficient uplands, we determined the financially feasible and maximally productive uses are considered some form of light industrial or service-oriented use or perhaps outdoor storage. We were engaged to report on the “Retrospective” Fee Simple Opinion of Value, Ownership Interest, and “Retrospective” Opinion of Value with a 50.00% Undivided Interest.

The fourth and fifth properties in this assignment were also vacant industrial sites. Property #4, on the north side of East Main Street consists of 3.29 acres and Property #5 situated on the north side of East Main Street and the east side of North Combee Road consisted of 8.71 acres. Based on the location, contiguous boundaries, and ownership, Properties #4 and #5 were combined to create one (1) marketable property. The land use was Industrial and Linear Commercial Corridor. The financially feasible and maximally productive uses and the overall highest and best use of Property #4 and #5 were some form of commercial, light industrial, or service-oriented use, or perhaps even outdoor storage. Our assignment was to report on the “Retrospective” Fee Simple Opinion of Value, Ownership Interest, and “Retrospective” Opinion of Value with a 50.00% Undivided Interest.

- o Copy of full appraisal report. This full report can be submitted on a USB thumb drive.

#### CLIENT 4

##### IMPROVED INDUSTRIAL

- o Client name   Bright House Networks
- o Contact person       Chad Mathis
- o Contact's phone number and email address   N/A  
[chad.mathis@mybriighthouse.com](mailto:chad.mathis@mybriighthouse.com)
- o Cost of the services   \$3,500
- o Start and end date of project   February 21, 2014 to March 5, 2014
- o Brief description of the services provided

Lee Pallardy, Inc. estimated the fee simple market value of a 10.11-acre site improved with a 5,388± square foot office building and a 4,000 square foot warehouse building. We believed at the time that there were a sufficient number of prospective buyers that could have utilized both the office and warehouse, similar to Bright House Networks' former use as a construction services facility. Polk County or perhaps even the City of Winter Haven might have been interested in the property for a similar "utility" type of use.

- o Copy of full appraisal report. This full report can be submitted on a USB thumb drive.



## CLIENT 5

### IMPROVED INDUSTRIAL

- o Client name Holland & Knight, LLP
- o Contact person William R. Lane, Jr.
- o Contact's phone number and email address (813) 227-6470  
[william.lane@hklaw.com](mailto:william.lane@hklaw.com)
- o Cost of the services \$6,500
- o Start and end date of project September 27, 2011 to December 16, 2011
- o Brief description of the services provided

Lee Pallardy, Inc. estimated the "retrospective" market value of Auburndale Self-Storage, a 54,152± Square Foot Self-Storage Facility. The facility consisted of 13 buildings constructed between 1973 and 1995. Based on the rent roll, there were 212 mini-storage units, 7 warehouse units, a 2-bedroom apartment, and rental office. There were also a few outside storage spaces.

- o Copy of full appraisal report. This full report can be submitted on a USB thumb drive.

## CLIENT 6

### MULTIFAMILY RESIDENTIAL INCOME

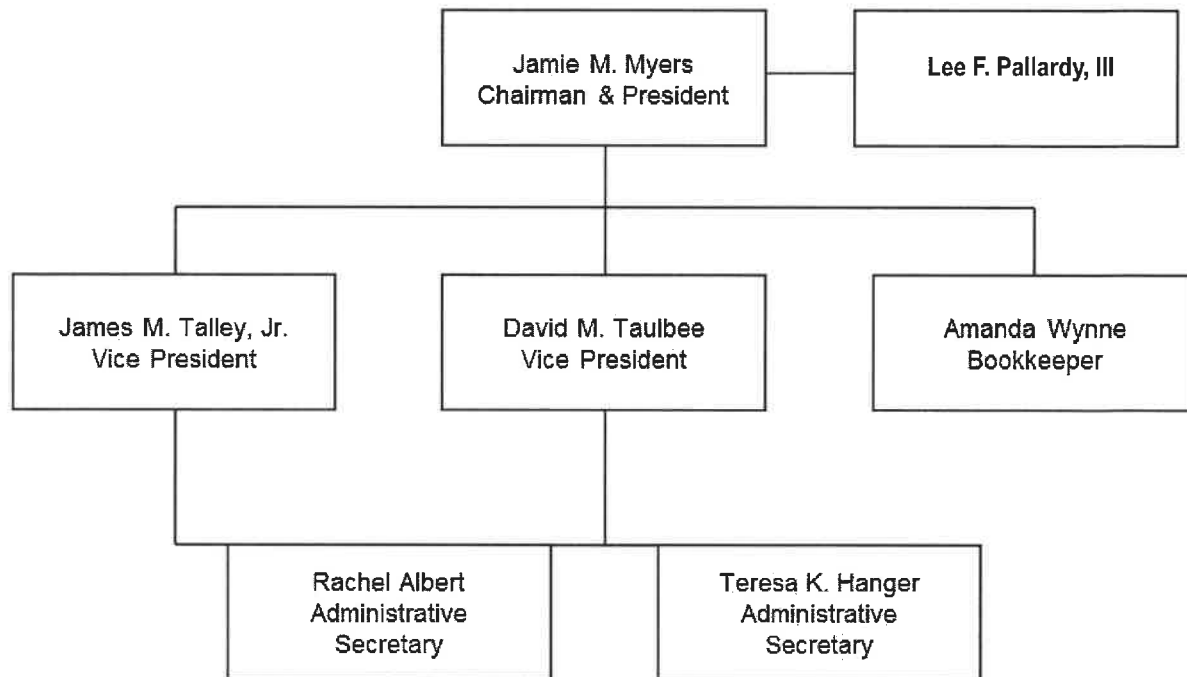
- o Client name Barnett Kirkwood Koche Long & Foster, P.A.
- o Contact person David L. Koche
- o Contact's phone number and email address 813-253-2020 Ext. 111  
[dkoche@barnettbolt.com](mailto:dkoche@barnettbolt.com)
- o Cost of the services \$5,400
- o Start and end date of project January 4, 2022 to March 23, 2022
- o Brief description of the services provided

We completed an *Appraisal Review*, which involved a desk review of five (5) *Appraisal Reports*, review of the subject property data, review the comparable sales data and Sales Comparison Approach method valuation, and review of the income and expense data and the Income Approach method of valuation. The five (5) referenced *Appraisal Reports* were reviewed for content, accuracy, consistency, logic, and reasonableness.

- o Copy of full appraisal report. This full report can be submitted on a USB thumb drive.

### Staffing Chart – Lee Pallardy, Inc.

Lee Pallardy, Inc. is comprised of four (4) partners, all of whom are state-certified appraisers and each has the MAI designation. There are two (2) administrative staff personnel and a bookkeeper.



All personnel are located in our Tampa Office. Their resumes are on the following pages.

Portions of work that Lee Pallardy, Inc. is not qualified to perform, such as engineering and contractor estimates, would be completed by one of our subcontractors. The subcontractors that would perform work is listed below:

Engineering:	RaTec Engineering, Inc. – Randy Toth, P.E. (813) 261-9477
	Kelly Collins & Gentry (KCG) – Hal Collins (407) 898-7858
General Contractor:	F.M. Liner Construction – Oscar Liner (813) 949-0428
Architect:	Hafner – Ferlita Architects – Joseph C. Hafner, AIA, C.C.S (813) 263-0421 x 116
Surveyor and Land Planner:	Cornerstone Surveying and Land Planning, Inc. (727) 856-5511

## QUALIFICATIONS OF APPRAISER - DAVID M. TAULBEE, MAI

1987 - University of Florida - Bachelor of Science, Business Administration

1983 - Lake Howell High School, Winter Park, Florida

### Employment History:

- Lee Pallardy, Inc., Tampa, Florida, March 2000 to Present, Vice President
- Lee Pallardy, Inc., Tampa, Florida, April 1995 to February, 2000, Senior Appraiser
- Keystone Consulting Group, Inc., Tampa, Florida, from May 1992 to April 1995, Senior Consultant and Manager
- R/E Marketing Consultants, Inc., Tampa, Florida, from September 1987 to May 1992, Associate Appraiser
- Andrew Santangini, Jr., MAI, Gainesville, Florida from January 1986 to April 1986, College Internship

### Experience:

Analysis and appraisal of residential, commercial, industrial and special purpose properties, including golf courses and country clubs, marinas, subdivisions, multifamily developments, adult living facilities, shopping centers, office buildings, warehouses, mill buildings, and vacant land. Experience also includes discounted cash flow analysis, leasehold and leased fee interests, highest and best use studies, investment analysis, and other similar assignments.

Expert Witness: Qualified – Hillsborough, Pinellas, and Orange County Courts; Federal Bankruptcy Court

### Licenses, Affiliations, and Appointments:

- Member, Appraisal Institute (MAI)
- Appraisal Institute Relief Foundation Board Member – 2006 to Current
- President – West Coast Florida Chapter – Appraisal Institute - 2006
- Secretary – West Coast Florida Chapter – Appraisal Institute - 2005
- Treasurer – West Coast Florida Chapter – Appraisal Institute – 2004
- Region X Representative - West Coast Florida Chapter - Appraisal Institute – (2000/2001)
- Leadership Development & Advisory Council (Appraisal Institute) 2000 – 2001 Washington D.C.
- Real Estate Broker - State of Florida
- State-Certified General Real Estate Appraiser #0001435
- Real Estate Investment Council (REIC)
- University of Florida - Real Estate Round Table

### Appraisal Institute Courses:

- Course 1A-1 - Principles of Real Estate Appraisal, by Exam
- Course 1B-A - Capitalization Theory and Techniques Part A
- Course 1A-2 - Basic Valuation Procedures, by Exam
- Course 2-1 - Case Studies in Real Estate Valuation
- Course 2-3 - Standards of Professional Practice
- Course 1B-B - Capitalization Theory and Techniques Part B
- Course 2-2 - Report Writing and Valuation Analysis
- Course 411 – Land Valuation Assignments

- Course ACE #0007086 - Rates & Ratios
- Course 550 - Advanced Applications
- Course 2-2 - Report Writing and Valuation Analysis
- Course 400 – Standards and Ethics for Professionals
- The Emerging Market: Valuation for Financial Reporting Purposes
- Appraiser's Complete Review
- Comprehensive Examination (February, 1996)

### Continuing Education and Seminars:

- Florida Appraisal Laws and Rules (9/2022)
- 7-Hour National USPAP 2022-2023 Update Course (12/2021)
- Aerial Inspections for Real Estate (11/2021)
- Inconsistency: It's Hiding in Plain Sight in Your Appraisal (10/2021)
- Getting It Right from the Start: A Workout Plan for Your Scope of Work (9/2021)
- A Dive into Houses with Labels & Style (11/2020)
- 3rd Quarter Chapter Meeting & Economic Market Real Estate Presentation (9/2020)
- Florida Law Update 2020 (7/2020)
- Valuation of Donated Real Estate, Including Conservation Easements (6/2020)
- Business Practices and Ethics (10/2019)
- Ignorance Isn't Bliss: Understanding an Investigation by a State Appraiser Regulatory Board or Agency (11/2018)
- Online Forecasting Revenue (11/2018)
- Real Estate Damages (04/2018)
- National USPAP Update Course (06/2018), (05/2016), (09/2014), (09/2012), (3/2010), and (9/2008)
- Parking and its Impact on Florida Properties (03/2018)
- (Distance) Continuing Education for Florida Real Estate Professionals (03/2017)
- The 50 Percent FEMA Rule Appraisal (11/2016)
- Litigation Appraising: Specialized Topics and Applications (10/2016)
- 2016-2017 USPAP and Florida Law Course (09/2016) and (05/2016)
- Florida Appraisal Law Update (05/2016)
- National USPAP Update Course (05/2016)
- Florida Appraisal Law Update (09/2014)
- National USPAP Update Course (09/2014)
- The Dirty Dozen (09/2014)

- Disciplinary Cases – What Not To Do (09/2014)
- Mortgage Fraud – Protect Yourself! (09/2014)
- UAD – Up Close and Personal (09/2014)
- Trial Components: Recipe for Success or Failure (02/2012)
- Appraisal Curriculum Overview (11/2011)
- Business Practices and Ethics (10/2011)
- Office Building Valuation (10/2010)
- National USPAP Update (9/2008) and (3/2010)
- Florida State Law Update for Appraisers (3/2010), (2/2008), and (9/2005)
- Florida Supervisor/Trainee Roles & Rules (3/2010) and (2/2008)
- Subdivision Valuation (09/2009)
- Appraisal of Residential Property Foreclosure (02/2009)
- Appraisal Challenges: Declining Markets & Sales Concessions (11/2008) Summary Appraisal Report Residential (10/2008)
- Condominiums, Co-ops, and PUD's (8/2007)
- New Technologies for Real Estate Appraisers (11/2006)
- Inverse Condemnation (8/2006)
- Scope of Work and the New USPAP Requirements (6/2006)
- Market Analysis and the Site to Do Business (6/2006)
- Case Studies in Commercial Highest and Best Use (9/2005)
- The Valuation of Wetlands (9/2004)
- Mark-to-Market Valuation for Financial Reporting (9/2003)
- Rates and Ratios (9/2003)
- Land Valuation Assignments (2/2003)
- Analyzing Commercial Lease Clauses (11/2002)

(Cont:-----)



## QUALIFICATIONS OF APPRAISER - DAVID M. TAULBEE, MAI

1987 - University of Florida - Bachelor of Science, Business Administration

1983 - Lake Howell High School, Winter Park, Florida

### Employment History:

- Lee Pallardy, Inc., Tampa, Florida, March 2000 to Present, Vice President
- Lee Pallardy, Inc., Tampa, Florida, April 1995 to February, 2000, Senior Appraiser
- Keystone Consulting Group, Inc., Tampa, Florida, from May 1992 to April 1995, Senior Consultant and Manager
- R/E Marketing Consultants, Inc., Tampa, Florida, from September 1987 to May 1992, Associate Appraiser
- Andrew Santangini, Jr., MAI, Gainesville, Florida from January 1986 to April 1986, College Internship

### Experience:

Analysis and appraisal of residential, commercial, industrial and special purpose properties, including golf courses and country clubs, marinas, subdivisions, multifamily developments, adult living facilities, shopping centers, office buildings, warehouses, mill buildings, and vacant land. Experience also includes discounted cash flow analysis, leasehold and leased fee interests, highest and best use studies, investment analysis, and other similar assignments.

Expert Witness: Qualified – Hillsborough, Pinellas, and Orange County Courts; Federal Bankruptcy Court

### Licenses, Affiliations, and Appointments:

- Member, Appraisal Institute (MAI)
- Appraisal Institute Relief Foundation Board Member – 2006 to Current
- President – West Coast Florida Chapter – Appraisal Institute - 2006
- Secretary – West Coast Florida Chapter – Appraisal Institute - 2005
- Treasurer - West Coast Florida Chapter – Appraisal Institute – 2004
- Region X Representative - West Coast Florida Chapter - Appraisal Institute – (2000/2001)
- Leadership Development & Advisory Council (Appraisal Institute) 2000 – 2001 Washington D.C.
- Real Estate Broker - State of Florida
- State-Certified General Real Estate Appraiser #0001435
- Real Estate Investment Council (REIC)
- University of Florida - Real Estate Round Table

### Appraisal Institute Courses:

- Course 1A-1 - Principles of Real Estate Appraisal, by Exam
- Course 1B-A - Capitalization Theory and Techniques Part A
- Course 1A-2 - Basic Valuation Procedures, by Exam
- Course 2-1 - Case Studies in Real Estate Valuation
- Course 2-3 - Standards of Professional Practice
- Course 1B-B - Capitalization Theory and Techniques Part B
- Course 2-2 - Report Writing and Valuation Analysis
- Course 411 – Land Valuation Assignments

- Course ACE #0007086 - Rates & Ratios
- Course 550 - Advanced Applications
- Course 2-2 - Report Writing and Valuation Analysis
- Course 400 – Standards and Ethics for Professionals
- The Emerging Market: Valuation for Financial Reporting Purposes
- Appraiser's Complete Review
- Comprehensive Examination (February, 1996)

### Continuing Education and Seminars:

- Florida Appraisal Laws and Rules (9/2022)
- 7-Hour National USPAP 2022-2023 Update Course (12/2021)
- Aerial Inspections for Real Estate (11/2021)
- Inconsistency: It's Hiding in Plain Sight in Your Appraisal (10/2021)
- Getting It Right from the Start: A Workout Plan for Your Scope of Work (9/2021)
- A Dive into Houses with Labels & Style (11/2020)
- 3rd Quarter Chapter Meeting & Economic Market Real Estate Presentation (9/2020)
- Florida Law Update 2020 (7/2020)
- Valuation of Donated Real Estate, Including Conservation Easements (6/2020)
- Business Practices and Ethics (10/2019)
- Ignorance Isn't Bliss: Understanding an Investigation by a State Appraiser Regulatory Board or Agency (11/2018)
- Online Forecasting Revenue (11/2018)
- Real Estate Damages (04/2018)
- National USPAP Update Course (06/2018), (05/2016), (09/2014), (09/2012), (3/2010), and (9/2008)
- Parking and its Impact on Florida Properties (03/2018)
- (Distance) Continuing Education for Florida Real Estate Professionals (03/2017)
- The 50 Percent FEMA Rule Appraisal (11/2016)
- Litigation Appraising: Specialized Topics and Applications (10/2016)
- 2016-2017 USPAP and Florida Law Course (09/2016) and (05/2016)
- Florida Appraisal Law Update (05/2016)
- National USPAP Update Course (05/2016)
- Florida Appraisal Law Update (09/2014)
- National USPAP Update Course (09/2014)
- The Dirty Dozen (09/2014)

- Disciplinary Cases – What Not To Do (09/2014)
- Mortgage Fraud – Protect Yourself! (09/2014)
- UAD – Up Close and Personal (09/2014)
- Trial Components: Recipe for Success or Failure (02/2012)
- Appraisal Curriculum Overview (11/2011)
- Business Practices and Ethics (10/2011)
- Office Building Valuation (10/2010)
- National USPAP Update (9/2008) and (3/2010)
- Florida State Law Update for Appraisers (3/2010), (2/2008), and (9/2005)
- Florida Supervisor/Trainee Roles & Rules (3/2010) and (2/2008)
- Subdivision Valuation (09/2009)
- Appraisal of Residential Property Foreclosure (02/2009)
- Appraisal Challenges: Declining Markets & Sales Concessions (11/2008) Summary Appraisal Report Residential (10/2008)
- Condominiums, Co-ops, and PUD's (8/2007)
- New Technologies for Real Estate Appraisers (11/2006)
- Inverse Condemnation (8/2006)
- Scope of Work and the New USPAP Requirements (6/2006)
- Market Analysis and the Site to Do Business (6/2006)
- Case Studies in Commercial Highest and Best Use (9/2005)
- The Valuation of Wetlands (9/2004)
- Mark-to-Market Valuation for Financial Reporting (9/2003)
- Rates and Ratios (9/2003)
- Land Valuation Assignments (2/2003)
- Analyzing Commercial Lease Clauses (11/2002)

## QUALIFICATIONS OF APPRAISER – DAVID M. TAULBEE, MAI

(Continued)

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**  
THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**TAULBEE, DAVID M**  
609 E JACKSON STREET #200  
TAMPA FL 33602

**LICENSE NUMBER: RZ1435**  
**EXPIRATION DATE: NOVEMBER 30, 2024**  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIVISION OF REAL ESTATE**  
THE BROKER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES


**TAULBEE, DAVID MILES**  
3606 BARCELONA ST  
TAMPA FL 33629

**LICENSE NUMBER: BK478496**  
**EXPIRATION DATE: MARCH 31, 2023**  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

**MEMBERSHIP CERTIFICATE**  
This Certifies That  
*David Miles Taulbee*  
has been admitted to membership in the  
**MAI Member**  
of the Appraisal Institute and is entitled to all the rights and privileges of membership,  
which entitles him to the following conditions and restrictions as set forth  
in the Bylaws and Regulations of the Appraisal Institute.  
In Witness Whereof, the Executive Director of the Appraisal Institute has  
hereunto set his hand and the seal of the Appraisal Institute at Chicago, Illinois  
this 14th day of May, 1996

*[Signature]*  
Executive Director

  
**APPRAISAL INSTITUTE**



## QUALIFICATIONS OF APPRAISER - LEE F. PALLARDY, III, MAI

1973 - Honors Graduate, University of Notre Dame; Major - Finance.

Employed 2-1/2 years by Freedom Federal Savings & Loan Association of Florida. Participated in branch management, residential, commercial and construction lending. Last positions held - Vice President, Sunshine State Service Corp., a wholly owned subsidiary involved in real estate development; and Problem Loan Administrator for Freedom Federal in charge of liquidating foreclosure properties and working out delinquent loans.

Chairman of the Board  
and Treasurer

- Lee Pallardy, Inc.

Experience:

- Real estate appraisals, brokerage, and development; also experienced in the valuation of closely held corporations, small businesses and minority interests in corporations and partnerships.

Qualified as an expert witness in Alachua, Hernando, Hillsborough, Manatee, Pasco, Polk, Pinellas and Sarasota County Courts and Federal Courts.

Member

- Appraisal Institute (MAI)

Director, West Coast Florida Chapter (1993-1995)

Appraisal Institute, Region X Representative (1994)

Appraisal Institute, National Ethics and Counseling  
Panel (1992-1999)

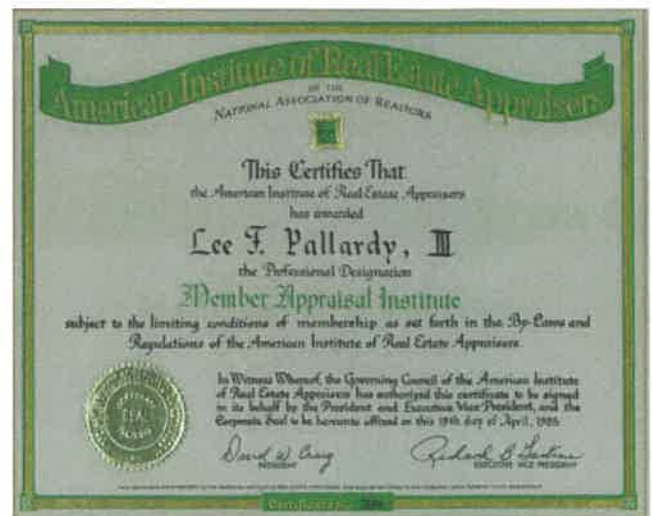
Florida Bar Grievance Committee (1990-1993)

Licensed

- Registered Real Estate Broker,  
State of Florida  
License #BK 0129880

Certified Residential Contractor,  
State of Florida (Inactive)

Certified General Real Estate Appraiser,  
State of Florida  
Certification #RZ 0000121





## QUALIFICATIONS OF APPRAISER - JAMIE M. MYERS, MAI

Attended Jesuit High School, Tampa, Florida - graduated 1974; Attended Mercer University, Macon, Georgia - 1975; graduated from University of South Florida, Tampa, Florida - 1979 - Major - Finance.

Employed April 1979 to May, 1987 as an independent fee appraiser active in the appraising and analysis of single family, multi-family, industrial and other commercial properties within the West Coast Area of Florida.

Employed by Lee Pallardy, Inc. since June, 1987 as a real estate appraiser and salesman.

Extensive experience in appraising subdivision development, industrial/service center properties, office buildings, retail/shopping centers, apartment communities, hotels/motels, et al and a various assortment of developed and undeveloped land.

Member – Appraisal Institute

Expert Witness – Hillsborough County Courts, Middle District of Florida Bankruptcy Court, Hernando County Courts

Licensed Real Estate Broker - State of Florida

Certified General Real Estate Appraiser – State of Florida, Certification No. RZ0000221

Appraisal Institute Courses:

Course I-A-I/VIII-I	- Real Estate Appraisal Principles
Course I-A/II	- Basic Valuation Procedures
Course I-BA	- Capitalization Theories & Techniques-A
Course I-BB	- Capitalization Theories & Techniques-B
Course II-1	- Case Studies in Real Estate Valuation
Course II-3/VII-3	- Standards of Professional Practice
Exam 2-2	- Valuation Analysis & Report Writing
	- Comprehensive Exam
Course #101	- Principles of Real Estate
Course #201	- Applied Income Property Valuation
	- Narrative Report Writing Seminar
	- R-2 Examination
	- Real Estate Principles and Practices I

Continuing Education Courses and Seminars:

- A Dive into Houses with Labels & Style (November 2020)
- Business Practices and Ethics (October 2020)
- Florida Appraisal Law Update (July 2020)
- Valuation of Donated Real Estate, Including Conservation Easements (June 2020)
- National USPAP Update Course (June 2020)
- Online Subdivision Valuation (October 2018)
- Online Forecasting Revenue (September 2018)
- Appraising Automobile Dealerships (August 2018)
- Florida Appraisal Law Update (July 2018)
- National USPAP Update Course (July 2018)
- Impacts of Tax Reform on Real Estate and Appraisal (2017)
- Legal trends and Issues Impacting Appraisers and Appraisal Firms (2017)
- Online Analyzing Operating Expenses (November 2016)
- Online Cool Tools: New Technology for Real Estate Appraisers (October 2016)
- Using Your HP12C Financial Calculator (September 2016)
- Florida Appraisal Law Update (May 2016)
- National USPAP Update Course (May 2016)
- Business Practices and Ethics (September 2015)
- Review of Court Decisions on Valuations – Lessons Learned (November 2014)
- Florida Appraisal Law Update (October 2014)
- National USPAP Update Course (October 2014)
- Online FHA and the Appraisal Process (October 2014)
- Appraising Cell Towers (December 2013)
- Valuation of Conservation Easements and Taxes (November 2013)
- Leasehold Valuations for the Appraisal Professional (November 2013)
- Land Valuation – Upping Your Game (November 2013)
- Carving Out Your Legal Niche (October 2013)
- Insurance Replacement Valuation (October 2013)
- Online Analyzing Operating Expenses (October 2013)
- Analyzing Distressed Real Estate (October 2012)
- Florida Appraisal Law Update (September 2012)
- National USPAP Update Course (September 2012)
- Appraisal Curriculum Overview (November 2011)
- Business Practices and Ethics (October 2011)
- Online Appraising from Blueprints and Specifications (November 2010)
- Office Building Valuation: A Contemporary Perspective (October 2010)

## QUALIFICATIONS OF APPRAISER

JAMIE M. MYERS, MAI

(Continued)



## QUALIFICATIONS OF APPRAISER - JAMES M. TALLEY, JR., MAI, SRA

Graduated from Plant High School, Tampa, Florida, in 1981.

Graduated from Florida State University, with Bachelor of Science Degrees in Finance and Real Estate.

Employed at Bay Area Appraisal Services from 1985 to April 1991.

Joined Lee Pallardy, Inc. in April 1991.

Vice-President of Lee Pallardy, Inc., since 2000.

### Appraisal Institute Courses Completed:

1B-A Capitalization Theory and Techniques Part A  
1B-B Capitalization Theory and Techniques Part B  
1A-1 - Principles of Appraisal Theory  
1A-2 Basic Valuation Procedures  
Course 2-2 - Valuation Analysis and Report Writing  
Course 550 - Advanced Applications  
Appraisal of Complex Residential Properties  
Course 720 - Condemnation Appraising - Advanced Topics and Applications  
Standards of Professional Practice - Parts A & B - 1986, 1991 & 1996  
Standards of Professional Practice, Part C - 2002  
Florida State Law for Real Estate Appraisers - 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020  
National USPAP Update Course - 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022  
Online Analyzing Distressed Real Estate - 2004  
Uniform Appraisal Standards for Federal Land Acquisitions - 2004  
Scope of Work: Expanding Your Range of Services - 2006  
Online Using Your HP12C Financial Calculator - 2006  
Business Practices and Ethics - 2006, 2010, 2014, 2016, 2018  
Residential Market Analysis and Highest & Best Use - 2007  
Online Small Hotel/Motel Valuation - 2007  
Introduction to GIS Applications for Real Estate Appraisers - 2007  
Online Analyzing Operating Expenses - 2007  
Florida Supervisor Trainee Roles and Rules - 2008, 2010  
Valuation of Detrimental Conditions - 2010  
Online Feasibility, Market Value, Investment Timing: Option Value - 2010  
Appraisal Curriculum Overview - 2011  
Residential Site Valuation and Cost Approach - 2012  
Risky Business: Ways to Minimize Liability - 2012  
REO and Foreclosures - 2012  
The Dirty Dozen - 2014  
Mortgage Fraud - Protect Yourself - 2014  
Business Practices and Ethics - 2015  
Litigation Appraising: Specialized Topics and Applications - 2016  
Uniform Appraisal Standards for Federal Land Acquisitions - 2017  
Real Estate Damages Seminar - 2018  
Valuation of Donated Real Estate, Including Conservation Easements - 2020  
Business Practices and Ethics - 2020  
A Dive into Houses with Labels & Styles - 2020  
Inconsistency: It's Hiding in Plain Sight in Your Appraisal - 2021  
Appraiser's Guide to Expert Witnessing - 2022  
Florida Appraisal Laws and Rules - 2022  
Fundamentals of Expert Witness Testimony - 2022  
Learning From the Mistakes of Others: Appraisal Disciplinary Case Studies - 2022  
Bifurcated and Hybrid Appraisals: A Practical Approach - 2022  
The Fundamentals of Appraising Luxury Homes - 2022  
Diversify Your Appraisal Practice with Estate Appraisals - 2022

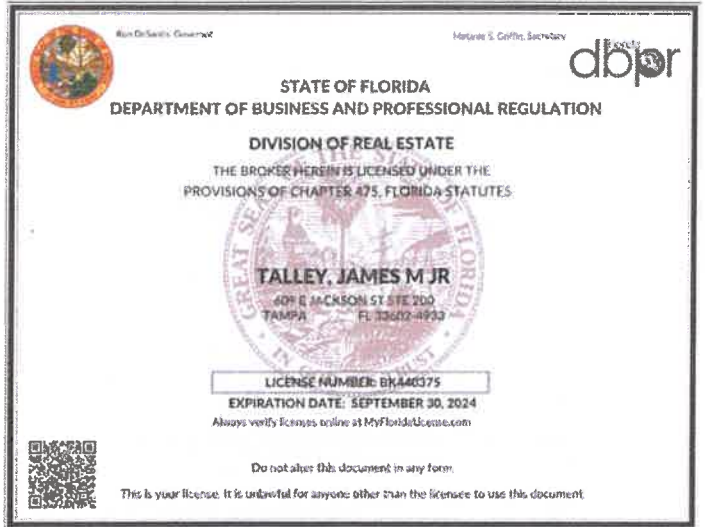
Qualified: - Expert Witness, Hillsborough, Pasco, and Hernando County Circuit Courts

### Affiliations:

- MAI Member and SRA Member of the Appraisal Institute
- Certified General Real Estate Appraiser, State of Florida - Certification #RZ 0001649
- Registered Real Estate Broker/Salesman - State of Florida

# QUALIFICATIONS OF APPRAISER – JAMES M. TALLEY, JR., MAI, SRA

(Continued)



Below is a summary of appraisal work conducted in Polk County since 2012.

POLK COUNTY APPRAISALS				
FILE NUMBER	LOCATION	COUNTY	DATE PREPARED	CLIENT
12-09-100	HARDEN BLVD., N. OF GRASSLANDS BLVD	POLK	9/27/2012	SUNSHINE STATE FEDERAL S & I
14-02-024	KING RD.	POLK	3/6/2014	BRIGHT HOUSE NETWORKS
14-02-035	ROCKRIDGE ROAD	POLK	5/24/2014	SWFWMD
14-08-137	HIGHWAY 27 NORTH 1190	POLK	10/29/2014	PARKER VENTURS, INC.
14-08-138	N OF COUNTY ROAD 640	POLK	9/21/2014	GREENBERG TRAUIG
14-08-138	E OF ANDERSON RD	POLK	9/21/2014	GREENBERG TRAUIG
14-08-138	W OF SR 37	POLK	9/21/2014	GREENBERG TRAUIG
14-09-156	HIGHWAY 98	POLK	12/22/2014	SWFWMD
15-09-119	COUNTY LINE ROAD & GREAT OAK DR	POLK	10/12/2015	BARNETT BOLT
16-12-113	MARCUM ROAD	POLK	3/6/2017	ROOD FAMILY PARTNERSHIP
17-02-023	BORDEAUX BLVD	POLK	2/27/2017	COHEN RUIZ
19-07-065-FDEP	HWY 630 E	POLK	9/5/2019	FDEP
19-10-113	ESTATE OF LEON R SIKES, JR.	POLK	12/12/2019	VONYALANCE
20-02-020	C FRED JONES BOULEVARD	POLK	4/8/2020	CHRISTOPHER SMART - CARLTON FIELDS
20-09-070	HIGHWAY 98 NORTH	POLK	12/21/2020	IRWIN NOVACK - KANE'S FURNITURE CORPORATION
20-11-088	HARDEN BOULEVARD	POLK	12/22/2020	ROGER LAPERNA
20-11-084	DAUGHTERY RD. w. 1230	POLK	12/28/2020	ADVENTHEALTH
21-06-043	ESTATE OF BETTY L. HOWARD	POLK	7/26/2021	NANCY HOWARD MCQUEEN
22-03-020	US HWY 98 N	POLK	3/23/2022	DAVID L. KOCHÉ - BARNETT KIRKWOOD KOCHÉ LONG & FOSTER, P.A.

## Firm's Experience and Organization

Lee Pallardy, Inc. has appraised numerous properties over the years and is available to accept work assignments. The typical turn-around time to deliver written Appraisal Reports is three to four weeks. Our staffing/management plan will be tailored to the property/project and will vary depending on the type of property and or properties in the project, the number of parcels, and the time constraints of the project.

The following is a summary of the types of appraisal reports that we can provide, depending upon the client's needs. These types of appraisals are listed in the order from the shorter more simpler types, to the more lengthy and detailed appraisals. Generally, the appraisal fee increases according to the anticipated time needed to complete the appraisal, including the detail required or warranted, and are quoted on an individual job basis.

### **Types of Appraisals**

Restricted Use	one or more approaches; exclusively for client
Appraisal Report	one or more approaches; detailed narrative

David M. Taulbee has 35 years of experience in appraising in the Tampa Bay area. Taulbee is experienced in all facets of commercial real estate appraisal, including the appraisal of large planned unit developments and golf course communities. Taulbee has worked on the expansion of Tampa International Airport in Drew Park, parcels in Pinellas, Polk, Citrus and Hillsborough Counties and provides appraisals for the Hillsborough County School District. Taulbee serves as the co-project manager for the FDOT project on Martin Luther King Jr. Boulevard. Most recently, Taulbee served as the project manager and primary appraisal reviewer for over 150 parcels for the Suncoast 2 project in Citrus County and the CPP project in Winter Haven.

Lee F. Pallardy, III has nearly 45 years in appraising in the Tampa Bay area. He has appraised numerous eminent domain parcels over the past 30± years, and has been the Appraiser of Record on numerous FDOT projects over the past three decades.

Jamie M. Myers has been a real estate appraiser on a full-time basis for the last 40 years, and as a result has gained extensive experience in valuing almost all property types typically found in a condemnation project. Furthermore, his condemnation appraisal experience over the last 25 years has involved working with a variety of sub-consultants, such as land planners for rezoning and highest and best use issues, general contractors for cost estimates, engineering consultants for cure plans, and surveyors for accurate parent tract and remainder descriptions. Jamie M. Myers has served as Special Project Manager on several FDOT projects for Lee Pallardy, Inc., including the Tampa Road project in Oldsmar and the U.S. Highway 41 project in Land O' Lakes. Myers was also the primary appraiser on the Drew Street project for District VII and has been the primary appraiser for several projects on Interstate 275. In addition, Myers has been project manager on several multiple parcel projects for Hillsborough County, including Bloomingdale Avenue.

James M. Talley, Jr. has been a real estate appraiser for the last 37 years. He has served as the primary appraiser on two of the Interstate 4 projects we completed for District VII; the Bell Avenue Extension project and Powerline Road/Christian Road project for Pasco County; the 40<sup>th</sup> Street project for the City of Tampa; and part of the Beckett Bridge project for Pinellas County. Talley has also worked for several property owners, including Florida Mining & Materials, and Florida Crushed Stone, which was a large industrial concern that was bisected by the Suncoast

## Firm's Experience and Organization

(Continued)

Parkway. Talley also served as Special Project Administrator, along with Lee F. Pallardy, III, on 55 parcels for the Turnpike Authority on the Suncoast Parkway.

David Taulbee and/or Jay Talley, Jr., will be the Appraiser of Record, responsible for initially establishing the scope of work and assuming ultimate responsibility for the quality of each work product. The Lee Pallardy, Inc. management plan will create a team concept to deliver high quality appraisals with sound and just market values.

The lead appraiser for LPI would be David Taulbee, MAI. The work that will be performed by the LPI personnel and the partner appraisal firm's personnel would be discussed and agreed upon with the project manager and staff handling the project. David Taulbee would ultimately be responsible for the quality of each appraisal report and delivery of the reports. Others performing appraisals could include the other Appraiser of Record, Jay Talley, MAI, SRA or Jamie Myers, MAI, both partners in LPI, along with Mr. Taulbee.

David Taulbee, Jamie Myers, or Jay Talley would act as review appraisers, in addition to possibly appraising specific parcels. Each partner would be responsible for the quality and delivery of the individual parcels assigned to them. David Taulbee would be directly responsible for the delivery and quality of each of the reports.

We will provide high quality reports with unparalleled market research and with the most recent sales information. We will also consider current listings. The quality of the appraisals that we will deliver will be a valuable asset for the acquisition team in acquiring or disposing of county-owned parcels. David Taulbee will be available by phone at any time to discuss matters regarding acquisition.



### Quality Of Control Plan

Quality of Control Plan - The primary function of an in-house quality control plan (QCP) is to ensure conformance with USPAP, and requirements of the contract. The QCP should minimize potential errors in appraisal preparation, such as typographical errors, incomplete sentences, mathematical errors, and uninformative or incorrect exhibits. The QCP ensures and coordinates input from Polk County, the sub-consultants (if any), and the appraiser.

David M. Taulbee, MAI, and/or Jay Talley, Jr., MAI, will be the Appraiser of Record and will assume ultimate responsibility for the quality of each work product. Depending upon the type of property, Jamie M. Myers or Lee F. Pallardy, MAI may provide significant professional assistance. Taulbee, Pallardy, Myers, and Talley are partners. Collectively, the partners have over 140 years of appraisal experience. At least two appraisers and one executive secretary will be involved in the appraisal of each parcel, not only to assure quality, but also to improve communication between Polk County, the sub-consultants (if utilized), and Lee Pallardy, Inc.

Appraisals will be prepared in conformance with the *Uniform Standards of Professional Appraisal Practice* and *Code of Ethics* of the Appraisal Foundation. State certification and designation require periodic attendance, and successful completion of, the Standards of Professional Practice courses. Taulbee, Myers, Talley and Pallardy are all licensed real estate brokers, State-Certified General Real Estate Appraisers, and are current with continuing education for the real estate licensing board, as well as the State of Florida and the Appraisal Institute with regard to appraisal education.

One of the first steps in a quality control plan is to discuss the project and the due dates with all persons who will be involved in the project, including the personnel of Lee Pallardy, Inc., the sub-consultants (if utilized), Polk County, and the Appraiser. A copy of the Polk County contract requirements will be provided to each individual, and especially the sub-consultants (if utilized), so that they are thoroughly familiar with the requirements pertaining to the cost to cures and exhibits. Following discussions, a timeline will be created in order to set completion goals and ensure timely delivery.

As the Appraiser of Record, Taulbee/Talley will be responsible for initially establishing the scope of work, including but not necessarily limited to, researching the project market data and accumulating and verifying sales data. All of the comparable market data information will be personally inspected and verified. Confirmation of sales will include detailed descriptions of the comparable properties and information concerning the motivation of the parties and marketing period. The sources of sales information will include direct research of the public records, as well as interviews with county property appraiser personnel and with active local real estate brokers.

Prior to the preparation of individual appraisals, the Appraiser of Record will discuss all relevant issues with the Polk County Project Manager. Lee Pallardy, Inc. will anticipate inspecting the properties with the project manager and any involved sub-consultants. A draft appraisal will be



### Quality Control Program

(Continued)

prepared, which will be thoroughly reviewed and edited by the Appraiser of Record, an executive secretary, and possibly another principal appraiser of Lee Pallardy, Inc. The completed appraisals will be reviewed by the checklist developed by Lee Pallardy, Inc. A comparison of each appraisal with the checklist should result in the appraisal conforming to all USPAP and Supplemental Standards (if desired) requirements.

There will be active communication between the Appraiser of Record, the Lee Pallardy, Inc. staff, the Polk County project manager, and the sub-consultants (if utilized) during the entire appraisal project. A draft of the first appraisal and the more complicated appraisals will be e-mailed to Polk County in order to minimize and attempt to eliminate any additions or corrections to the final report submitted to Polk County. The purpose of this procedure is to eliminate the need for any corrections to the final report so that the appraisal contains the input of the entire team. This process results in the appraisal serving as a valuable asset as to the Scope of Work. After the delivery of the draft report, the lines of communication will remain open during the updating process, if needed.

The Lee Pallardy, Inc. Quality Control Program stresses coordination and communication between the Polk County staff (and other clients), our firm, and the sub-consultants (if utilized). Most importantly USPAP and the Supplemental Standards (if desired) appraisal guidelines will be thoroughly reviewed and implemented by the Appraiser of Record and any associate appraiser, and the secretarial staff, as well as the research assistant prior to the preparation of any appraisal. We are confident that our firm can provide Polk County with an appraisal product that meets or exceeds their expectations with regard to quality in a timely manner. Further, as exhibited by past experiences, the appraisal report and/or testimony will result in a high settlement rate and a high success rate if the taking has to be litigated.

### Workload

Lee Pallardy, Inc. appraises numerous properties over the year, including eminent domain parcels, and is available to accept most work assignments. The typical turn-around delivery time for written Appraisal Reports is three to five weeks. Our staffing/ management plan will be tailored to the individual property/project and will vary depending on the type of property/properties in the project, the number of parcels, and the time constraints.

At any given time, Lee Pallardy, Inc. is in the process of working on 10 plus appraisal reports with another five to 10 assignments in the queue. Rarely, have we not been able to bid on an assignment due to workload, and as all of our clients will attest - we do not miss deadlines. It is our belief and mission that serving the client is of utmost importance, so often times you will find staff of Lee Pallardy, Inc. working on the weekends to meet deadlines and satisfy client's needs.

Following are the surveys we sent to the referenced clients. They have not provided those back to us, but we will submit those to you upon or receipt of them.

**Survey Questionnaire – Polk County  
RFP 22-603, General Appraisal Service**

To: Darbi Vanderford (Name of Person completing survey)

Sunshine State Federal Savings & Loan Association (Name of Client Company/Contractor)

Phone Number: (813) 752-6193 Email: D.Vanderford@sunshinestatefederal.com

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: A 4.33± Acre Commercial Site for Sunshine State Federal Savings & Loan Association

Name of Vendor being surveyed: Lee Pallardy, Inc.

Cost of Services: Original Cost: \$2,800 Ending Cost: \$2,800

Contract Start Date: 9/6/2012 Contract End Date: 9/27/2012

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Overall Client satisfaction and comfort level in hiring	(1-10)	
11	Ability to offer solid recommendations	(1-10)	
12	Ability to facilitate consensus and commitment to the plan of action among Client's staff	(1-10)	

Printed Name of Evaluator \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

Please fax or email the completed survey to: ralbert@leepallardyinc.com

**Survey Questionnaire – Polk County**  
**RFP 22-603, General Appraisal Service**

To: Freddie Lima (Name of Person completing survey)  
AdventHealth Medical Group West Florida (Name of Client Company/Contractor)  
Phone Number: (813) 929-5469 Email: FREIRE.LIMA@AdventHealth.com  
Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: Family Practice Walk-In Clinic - 1230 W. Daughtery Road, Lakeland

Name of Vendor being surveyed: Lee Pallardy, Inc.

Cost of Services: Original Cost: \$2,150 Ending Cost: \$2,150

Contract Start Date: 12/9/2020 Contract End Date: 12/28/2020

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Overall Client satisfaction and comfort level in hiring	(1-10)	10
11	Ability to offer solid recommendations	(1-10)	10
12	Ability to facilitate consensus and commitment to the plan of action among Client's staff	(1-10)	10

Printed Name of Evaluator Freire L. Lima

Signature of Evaluator: *Freire L. Lima*

Please fax or email the completed survey to: ralbert@leepallardyinc.com

## Survey Questionnaire – Polk County

### RFP 22-603, General Appraisal Service

To: David L. Koche (Name of Person completing survey)

Barnett Bolt Kirkwood Long Koche & Foster, P.A. (Name of Client Company/Contractor)

Phone Number: (813) 253-2020 Ext. 111 Email: dkoche@barnettbolt.com

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: Estate of Leon R. Sikes, Jr.

Name of Vendor being surveyed: Lee Pallardy, Inc.

Cost of Services: Original Cost: \$13,800 Ending Cost: \$13,800

Contract Start Date: 10/14/2019 Contract End Date: 12/12/2019

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Overall Client satisfaction and comfort level in hiring	(1-10)	
11	Ability to offer solid recommendations	(1-10)	
12	Ability to facilitate consensus and commitment to the plan of action among Client's staff	(1-10)	

Printed Name of Evaluator \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

Please fax or email the completed survey to: ralbert@leepallardyinc.com

**Survey Questionnaire – Polk County  
RFP 22-603, General Appraisal Service**

To: Chad Mathis (Name of Person completing survey)  
Bright House Networks (Name of Client Company/Contractor)  
 Phone Number: \_\_\_\_\_ Email: chad.mathis@mybrighthouse.com

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: \_\_\_\_\_

Name of Vendor being surveyed: Lee Pallardy, Inc.

Cost of Services: Original Cost: \$3,500 Ending Cost: \$3,500

Contract Start Date: 2/21/2014 Contract End Date: 3/5/2014

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Overall Client satisfaction and comfort level in hiring	(1-10)	
11	Ability to offer solid recommendations	(1-10)	
12	Ability to facilitate consensus and commitment to the plan of action among Client's staff	(1-10)	

Printed Name of Evaluator \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

Please fax or email the completed survey to: ralbert@leepallardyinc.com

**Survey Questionnaire – Polk County  
RFP 22-603, General Appraisal Service**

To: William R. Lane, Jr. (Name of Person completing survey)  
Holland & Knight, LLP (Name of Client Company/Contractor)  
 Phone Number: (813) 227-6470 Email: william.lane@hkclaw.com  
 Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: A 54,152± Square Foot Self-Storage Facility

Name of Vendor being surveyed: Lee Pallardy, Inc.

Cost of Services: Original Cost: \$6,500 Ending Cost: \$6,500

Contract Start Date: 9/27/2011 Contract End Date: 12/16/2011

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Overall Client satisfaction and comfort level in hiring	(1-10)	10
11	Ability to offer solid recommendations	(1-10)	10
12	Ability to facilitate consensus and commitment to the plan of action among Client's staff	(1-10)	N/A

Printed Name of Evaluator William R. Lane, Jr.

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: ralbert@leepallardyinc.com



**Survey Questionnaire – Polk County**  
**RFP 22-603, General Appraisal Service**

To: David L. Koche (Name of Person completing survey)

Barnett Kirkwood Koche Long & Foster, P.A. (Name of Client Company/Contractor)

Phone Number: 813-253-2020 Ext. 111 Email: dkoche@barnettbolt.com

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: Sembler Mobile Home Park Portfolio

Name of Vendor being surveyed: Lee Pallardy, Inc.

Cost of Services: Original Cost: \$5,400 Ending Cost: \$5,400

Contract Start Date: 1/4/2022 Contract End Date: 3/23/2022

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Overall Client satisfaction and comfort level in hiring	(1-10)	
11	Ability to offer solid recommendations	(1-10)	
12	Ability to facilitate consensus and commitment to the plan of action among Client's staff	(1-10)	

Printed Name of Evaluator \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

Please fax or email the completed survey to: ralbert@leepallardyinc.com

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 22-603, GENERAL APPRAISAL SERVICE

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY FIRM WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY FIRM OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Lee Pallardy, Inc.

Signature: 

Title: Vice President

Date: December 13, 2022

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13<sup>th</sup> day of December, 2022, by David M. Taulbee (name) as Vice President (title of officer) of Lee Pallardy, Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: 

Printed Name of Notary Public: Teresa K Hanger

Notary Commission Number and Expiration: #HH214306 01/10/2026

(AFFIX NOTARY SEAL)

