

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 Mancuso Appraisal Services, Inc. (the “Firm”) a Florida corporation, located at 6039 Cypress Gardens Blvd., Unit 224, Winter Haven, FL 33884, and whose Federal Employer Identification Number is 59-3356030.

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**

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: Mancuso Appraisal Services, Inc.
6039 Cypress Gardens Blvd., Unit 224
Winter Haven, FL 33884
Attention: Nicholas J. Mancuso

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: Nicholas J. Mancuso, MAI – Appraiser

Name: Kevin Nogues – Appraiser

Name: Liz Porter – Administrative Assistant

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

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
George Lindsey III, Chairman
Board of County Commissioners

Date Signed by County: _____

Review as to form and legal sufficiency

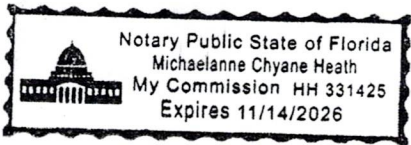
Sandra B. Heath 2/17/23
County Attorney's Office Date

ATTEST:

By: [Signature]
Corporate Secretary
Michaelanne Heath
[Print Name]

DATE: 2/24/23

SEAL



Mancuso Appraisal Services, Inc.
a Florida corporation

By: [Signature]
Nicholas J. Mancuso
[Print Name]

President
[Title]

DATE: 2/24/23

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____
 The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (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 _____ (Date) .
 _____ (Official Notary Signature and Notary Seal)
 _____ (Name of Notary typed, printed or stamped)
 Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF Florida County OF Polk
 The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 02/24/23 (Date) By Nick Mancuso (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☒ has produced DL 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 02/24/23 (Date) .
 _____ (Official Notary Signature and Notary Seal)
Michaelanne Heath (Name of Notary typed, printed or stamped)
 Commission Number HH 331425 Commission Expiration Date 11/14/26

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 _____

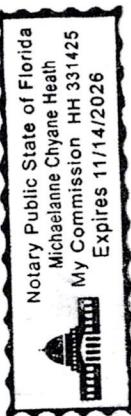


Exhibit "Ai"

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 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 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.

Sealed Bid. DO NOT OPEN	
Sealed RFP Number	Number 22-603
RFP Title	General Appraisal Service
Due Date/Time:	December 14, 2022, prior to 2:00 pm
Submitted by:	
Deliver To:	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: Mancuso Appraisal Services, Inc

DBA/Fictitious Name (if applicable): _____

TIN #: 59-3356030

Address: 6039 Cypress Gardens Blvd., Unit 224

City: Winter Haven

State: FL

Zip Code: 33884

County: Polk

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

Contact Person: Nicholas J. Mancuso

Phone Number: (863) 294-2331

Cell Phone Number: (863) 289-3724

Email Address: nick@mancusoappraisal.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.

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: Manusco Appraisal Services, Inc.

Signature: [Signature]

Title: President

Date: 11/18/2022

State of: Florida

County of: Polk

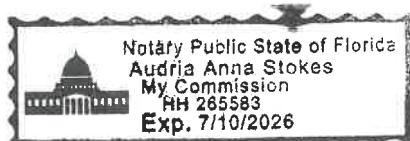
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 18th day of November, 2022, by Nicholas J. Manusco (name) as President (title of officer) of Manusco Appraisal Services, Inc. (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced Driver's License as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Audria Anna Stokes

Notary Commission Number and Expiration: HH265583 & July 10, 2026

(AFFIX NOTARY SEAL)



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mancuso Appraisal Services, Inc.

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 one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership): _____

Note: 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 not 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.

☐ 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): _____

5 Address (number, street, and apt. or suite no.) See instructions.
6039 Cypress Gardens Blvd. Unit 224

6 City, state, and ZIP code
Winter Haven, FL 33884

7 List account number(s) here (optional)

8 Requester's name and address (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 1 3 3 5 6 0 3 0

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, payment 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 *[Signature]* Date *2/9/2022*

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.

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 may 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: _____



Printed Name: Nicholas J. Mancuso

Title: President

Company: Mancuso Appraisal Services Inc

RFP 22-603, General Appraisal Service

Addendum #1(Continued)

Questions and Answers:

Question 1: In reference to Tab 2: "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"

For the final property type requested (multifamily residential income producing) if our firm does not have a sample within Polk County, may we provide one from an adjacent county?

Answer 1: No, examples of past work must be within Polk County.

Question 2: For submittal of RFP 22-603, since the examples of past work on general appraisal assignments can be submitted on a USB thumb drive and I am to submit 6 copies of the RFP (1 original and 5 copies), do I need to provide six separate thumb drives?

Answer 2: Only one thumb drive is required.

Question 3: Per Tab 2, you are asking for a 1 or 2 page summary of each appraisal with the client name, contact person, cost, start/end date, etc., along with copies of each report on thumb drive, correct?

Answer 3: That is correct, a 2 page summary for each project, single or doubled sided. Additionally, you are required to provide copy of the full appraisal report on a USB thumb drive.

Question 4: Can vendors submit sample work product that was completed for Polk County Real Estate Services?

Answer 4: Yes, however the corresponding surveys from past clients cannot be completed by any members of the Selection Committee. The following individuals have been assigned to the Selection Committee: Wade Allen, Scott Lowery, Elizabeth Voss, Sharon Mathis & Eric Phillips.

All selection committee members have been advised to forward any survey request received to someone that is not on the selection committee who's familiar with the project for completion.

EXECUTIVE SUMMARY

Nicholas J. Mancuso, MAI

Mancuso Appraisal Services, Inc.

6039 Cypress Gardens Blvd., Unit 224
Winter Haven, FL 33884

Phone - (863) 294-2331

Email address: nick@mancusoappraisal.com

Mancuso Appraisal Services, Inc. has been continuously in business for the past 29 years

Mancuso Appraisal Services, Inc. has three full time employees: Nick Mancuso, MAI, Kevin Nogues and Liz Porter.

Copy of current license as State Certified General Real Estate Appraiser



Copy of current Appraisal Institute Membership



MEMBERSHIP CERTIFICATE

This Certifies That

Nicholas J. Mancuso

has been admitted to membership as an

MAI Member 9446

in the Appraisal Institute and is

*entitled to all the rights and privileges of membership
subject only to the limiting conditions set forth from time to time
in the Bylaws and Regulations of the Appraisal Institute.*

*In Witness Whereof, the Board of Directors of the Appraisal Institute has
authorized this certificate to be signed in its behalf by the President, and the
Corporate Seal to be hereunto affixed on this 20th day of May, 1992.*



Patricia J. Marshall

PRESIDENT

THIS CERTIFICATE IS THE PROPERTY OF THE APPRAISAL INSTITUTE AND MUST BE RETURNED TO THE SECRETARY UPON TERMINATION OF MEMBERSHIP.
THE MAI DESIGNATION WAS CONFERRED BY THE AMERICAN INSTITUTE OF REAL ESTATE APPRAISERS AND IS SUBJECT TO ITS LIMITING CONDITIONS.

EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

SUMMATION OF SAMPLE APPRAISAL REPORTS PROVIDED

Note: copies of individual appraisal reports are provided on a USB thumb drive included

Job File Number- 22-036 NM

Address: 6515 Eloise Loop Road, Winter Haven, FL

Client - Polk County Real Estate Services.

Contact Person – Wade Allen/ Scott Lowery

Phone Number and email address – (863) 534-2580 / scottlowery@polk-county.net

Cost of the Services - \$1,600

Start and End date of project – April 1 – 8, 2022

Brief Description of Services Provided – appraisal of a single family residential dwelling for the purpose of estimating current market value for near term acquisition for planned road widening project.

Job File Number- 21-104 NM

Address: 3030 Sleepy Hill Road, Lakeland, FL

Client - Polk County Real Estate Services

Contact Person – Wade Allen/ Scott Lowery

Phone Number and email address – (863) 534-2580 / scottlowery@polk-county.net

Cost of the Services - \$2,200

Start and End date of project – September 13 - October 12, 2021

Brief Description of Services Provided – appraisal of an existing former fire station property for the purpose of estimating current market value for near term sale/disposition of property.

Job File Number- 19-027 NM

Address: 3131 Kossuthville, Ave, Auburndale, FL

Client - Polk County Real Estate Services

Contact Person – Wade Allen/ Scott Lowery

Phone Number and email address – (863) 534-2580 / scottlowery@polk-county.net

Cost of the Services - \$5,500

Start and End date of project – February 14 – March 20, 2019

Brief Description of Services Provided – appraisal of an existing industrial property (co-generation plant) for the purpose of estimating current market value and the net present value of the property under a limited 15-year term (remaining term of access easement).

Job File Number- 21-063 NM

Address: 3225 Winter Lake Road, FL

Client - Polk County Real Estate Services.

Contact Person – Wade Allen/ Scott Lowery

Phone Number and email address – (863) 534-2580 / scottlowery@polk-county.net

Cost of the Services - \$1,900

Start and End date of project – June 16 – July 7, 2021

Brief Description of Services Provided – appraisal of a vacant commercial / institutional land for the purpose of estimating current market value for near term acquisition.

Job File Number- 22-102 NM

Address: 427 Burns Avenue, Lake Wales, FL

Client – Southstate Bank

Contact Person – Kevin Williams

Phone Number and email address – (863) 551-5441 / kevin.williams@southstatebank.com

Cost of the Services - \$3,400

Start and End date of project – October 1 – 14, 2022

Brief Description of Services Provided – appraisal of an existing private school with proposed improvements for the purpose of estimating current market value and prospective market value upon completion.

Job File Number- 22-068 NM

Address: Intermodel Corporate Park, Winter Haven, FL

Client – City of Winter Haven

Contact Person – Eric Labbe

Phone Number and email address – (863) 291-5600 / elabbe@mywinterhaven.com

Cost of the Services - \$4,800

Start and End date of project – June 8- 24, 2022

Brief Description of Services Provided – appraisal of vacant industrial land for estimating current market value.

PERSONNEL AND TECHNICAL RESOURCES

Firm's Experience and Organization-

The principal of the firm is Nicholas J. Mancuso, MAI who has 37 years of appraisal experience in Polk County and other areas of Florida. The firm has one staff appraiser, Kevin Nogues, who has 20 years of commercial appraisal experience within the Central Florida area and one staff administrative assistant, Liz Porter, who has been with the firm for the past 21 years.

Documentation to support 10 years as a Commercial General Appraiser in Polk County:

Nicholas J. Mancuso, MAI, has been active, full time, as a commercial real estate appraiser in Polk County for the past 37 years and has had his own firm for the past 29 years. I have completed commercial appraisal assignments for several divisions of Polk County government, including; Polk County Engineering and Right of Way (Wade Allen), Polk County Board of County Commissioners, Polk County Division of Natural Resources (Gaye Sharp), and Polk County School Board and Polk County Transportation Division.

Over the past ten years I have also completed appraisal assignments on behalf of the City of Lakeland, City of Winter Haven, City of Haines City, City of Dundee, City of Lake Alfred, City of Ft. Meade, City of Davenport, Lake Region Lakes Management District, Florida Department of Environmental Protection, Southwest Florida Water Management District, Polk State College, Lakeland Electric, Bartow Municipal Airport, and Winter Haven Airport.

QUALIFICATIONS OF APPRAISER
NICHOLAS J. MANCUSO, MAI
State-certified general real estate appraiser RZ 542

Biographic Data: Born Sept 9, 1962 in Stoneboro, Pennsylvania; Florida resident since 1972.

Education:

- Winter Haven High School - 1981
- Polk Community College (AA degree) - 1983
- Florida State University (BS degree in both real estate and finance) - 1985
- Completed Commercial Investment Course CI 101 of the Real Estate National Marketing Institute in 1985
- Completed the following Appraisal Institute Courses from 1986 – to present:
Standards of Professional Practice, Real Estate Appraisal Principles, Basic Valuation Procedures, Capitalization Theory & Technique Parts A & B, Residential Valuation, Case Studies in Real Estate Valuation
- Completed all requirements necessary for obtaining the MAI designation in 1991 and submitted to membership with the Appraisal Institute as MAI Member 9446.
- Completed the following appraisal seminars from 1992 - 2022:
Appraising Troubled Properties; Legal Rules and Appraisal Practices in Condemnation; Appraisal Office Management; Court Preparation for Litigation; Dynamics of Office Building Valuation; Appraisal of Retail Properties, Less than Fee Acquisitions; USPAP Update; Case Studies in Uniform Standards; Analyzing Operating Expenses; Internet Search Strategies for Real Estate Appraisers; SPP-C, Business Practices and Ethics; Scope of Work; Subdivision Valuation; Eminent Domain and Condemnation; Analyzing Distressed Real Estate; Appraising Convenience Stores; Small Hotel/Motel Valuation; Yellow Book/USPAP for Federal Land Acquisitions; Neighborhood Analysis; Communicating the Appraisal; Residential Development Valuation, Trends, Issues, Challenges; Appraisal of Nursing Homes; Marshall and Swift Commercial Cost Training; Ad Valorem Tax Consultation; Appraisal Curriculum Overview – General and Residential; Florida Law Updates

Employment:

8/93 - Present:	Mancuso Appraisal Services, Inc.
5/90 - 8/93:	Reed Appraisal Company; Associate Appraiser
1/89 - 4/90:	Arthur G. Pollard, MAI; Assoc. Appraiser
1/88 - 1/89:	Appraisal Specialists; Co-Owner
10/85 - 12/87:	Brakora & Associates; Assoc. Appraiser

Appraisal Assignments:

Commercial – proposed and existing office buildings, apartment complexes, motels, restaurants, neighborhood shopping centers, multi-tenant retail centers, net lease retail buildings, net leased sites, used car lots, automobile dealerships, medical offices, mobile home parks, branch banks, convenience stores, and various types of retail buildings.

Industrial – proposed and existing warehousing, light manufacturing, and self-storage facilities, citrus packing plant, citrus processing facility, and various miscellaneous industrial use buildings.

Residential Development - proposed and existing subdivisions, Planned Unit Developments, condominium developments, DRI (Development of Regional Impact).

Special Purpose - recreational vehicle parks, golf courses, and adult care living facilities, churches, bowling alley, marine/boat storage, airplane hanger

Agricultural - vacant acreage, row crops, citrus groves and pastureland.

Eminent Domain / Condemnation Assignments/Court Testimony: utility easement acquisitions for Polk County Utilities and Public Works, partial takings for road right of way for parcels with and those without damage issues, whole taking assignments,, whole taking and flowage easements for SWFWMD (Lake Hancock Project), worked with a team of appraisers involved in appraisals of numerous parcels acquired for a natural gas pipeline for Gulfstream Natural Gas, property owner representation and consultations for local attorneys involved in condemnation; court testimony for deficiency judgment hearings; court testimony for eminent domain cases; testimony on behalf of clients/attorneys for land use issues, property issues, etc.

Professional Affiliations:

- MAI - Member, Appraisal Institute, Certificate No. 9446, awarded May, 1992.
- Alumni of Leadership VI of the Winter Haven Area Chamber of Commerce.

Department of Professional Regulation/FREC:

- State Certified General Appraiser RZ 542, awarded September 1990
- Licensed Florida Real Estate Broker since 1981.

Qualified as Expert Witness:

10th Judicial Circuit Court (Polk County)

5th Judicial Circuit Court (Marion County)

United States District Court – Middle District – Tampa, Florida

Appraisal Clients:

FDIC, Truist Bank, Wells Fargo, Bank of America, SouthState Bank, MidFlorida Credit Union, Citizens Bank, USAmeriBank, Valley National Bank, Sunshine Bank, Iberia Bank, TD Bank, Atlantic Coast Bank, Collateral Evaluation Services, Regions Bank, Fifth Third Bank, Polk State College, City of Winter Haven, City of Lakeland, City of Davenport, City of Dundee, City of Eagle Lake, City of Haines City, Lakeland Electric, Polk County Board of Commissioners, State of Florida Department of Natural Resources, Florida Department of Environment Protection, Southwest Florida Water Management District, South Florida Water Management District, Holland and Knight law firm, Neill, Griffin, Tierney, Neill & Marquis law firm, Roetzel and Andres law firm, investors, developers, individual attorneys, Realtors, CPA's and property owners.

Qualifications of Kevin Nogues

PROFESSIONAL EXPERIENCE

Mr. Nogues has performed and participated in real estate valuations regarding a wide range of traditional and special purpose properties, including but not limited to multifamily housing, freestanding and multi-tenant retail centers, industrial and office buildings, specialty medical facilities, residential and commercial subdivisions, marinas, and self storage facilities, as well as vacant agricultural, residential, commercial, industrial and mixed-use land. Further experience includes participation in a variety of litigation cases (eminent domain, matrimonial dispute, foreclosure, etc.).

STATE & REGULATORY LICENSURE

Florida: Registered Trainee Appraiser; License No. RI21884

EDUCATION

Mr. Nogues attended Saint Leo University, San Antonio, Florida where he has completed coursework towards a Bachelor of Business Administration Degree; majoring in marketing. Mr. Nogues has successfully completed real estate related courses and seminars sponsored by the Appraisal Institute and other state approved real estate schools.

PREVIOUS CLIENTS SERVED

Valuations performed on behalf of Lending & Investment Advisory concerns include: Bank of America, M&I Bank, Everbank, Bank Atlantic, BB&T, Colonial Bank, Fifth Third, KeyBank, PNC Real Estate Finance, RBC Bank, Regions Bank, Superior Bank, USAmeriBank, Wells Fargo, Whitney Bank, Wachovia Bank, Palm Bank, etc.

PREVIOUS EXPERIENCE

Tropical Realty Appraisal Services, Research Analyst/ Associate
Beshears & Associates Realty Advisors, Associate
Grubb & Ellis Landauer, Senior Associate
Whitewater Realty Advisors, Senior Associate



APPROACH TO PROJECT

All appraisal reports are completed by or personally inspected and reviewed by Nicholas J. Mancuso, MAI. Mr. Mancuso completes approximately 75% of the appraisal assignments overall for the firm.

Each assignment is entered into our job log upon receipt of an engagement letter. Basic subject property data is then collected and an inspection of the property is set up. After inspection property notes are summarized and field information is reviewed and entered into the report. Research of comparable sales data begins and verification of sales is conducted. Report writing is then started and sales data written up and analyzed for comparison to the subject.

Sales data is verified with a party involved in the transaction and documented. Each report is reviewed by Mr. Mancuso prior to being given to Mrs. Porter for her to put into final form with certain exhibits, formatting, page numbering, etc. Mrs. Porter also completes an overall review of the contents of the report to meet individual client requirements per the scope of the work requested and engagement letters provided.

Mr. Mancuso has 37 years of appraisal experience in the Polk County market and has appraised a wide range of property types and assignments, several with high levels of difficulty and analysis. Property types typically appraised include both small and large tracts of vacant land, industrial uses, commercial retail uses, multi-family residential, mobile home parks, professional offices, subdivision analysis, medical office uses, etc.

Mancuso Appraisal Services also provides fee appraisal work for numerous local and national lending institutions, local, state and Federal governmental agencies, along with local law firms, CPA firms, etc.

It should be noted that Mountainseed, a national AMC appraisal organization, rated Mancuso Appraisal Services, Inc as the "top on-time performer" for being the most consistent firm meeting appraisal deadlines.

Our firm subscribes to and utilizes numerous data providers such as Costar, MLS, Marshall Valuation Services, Mapwise and others.

Although a small firm, Mancuso Appraisal Services, Inc. has retained its current personnel for 11 years and 21 years, respectively and the principle of the firm has 37 years of appraisal experience locally.

Each appraisal report is completed in conformance with USPAP and both appraisers are continually updated and educated on changes in USPAP on a biannually basis.

Survey Questionnaire – Polk County

RFP 22-603, General Appraisal Service

To: Christine Peterson (Name of Person completing survey)

Polk County Real Estate Services (Name of Client Company/Contractor)

Phone Number: (813) 534-2526 Email: christine.peterson@polk-county.net

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: 3030 Sycamore Hill Road, Lakeland, FL

Name of Vendor being surveyed: Meridian Appraisal Services Inc / Nick M... ..

Cost of Services: Original Cost: \$2,200 Ending Cost: \$2,200

Contract Start Date: 9/1/21 Contract End Date: 10/12/21

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: Christine Peterson - Senior Professional

Signature of Evaluator: Christine Peterson 12-9-2022

Please fax or email the completed survey to: nicole.meridian@meridianappraisal.com

Survey Questionnaire – Polk County

RFP 22-603, General Appraisal Service

To: Christine Peterson (Name of Person completing survey)

Polk County Real Estate Service (Name of Client Company/Contractor)

Phone Number: (863) 534-2580 Email: christine.peterson@polk-county.net

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: 6515 Elise Lane Road, Winter Haven, FL

Name of Vendor being surveyed: Manatee Appraisal Services Inc / Nick Manuwa

Cost of Services: Original Cost: \$1,400 Ending Cost: \$1,400

Contract Start Date: 4/1/22 Contract End Date: 4/8/22

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 Christine Peterson, Senior Professional

Signature of Evaluator: Christine Peterson 12-9-2022

Please fax or email the completed survey to: nick@manateecapappraisal.com

Survey Questionnaire – Polk County

RFP 22-603, General Appraisal Service

To: Christine Peterson (Name of Person completing survey)

Polk County Real Estate Services (Name of Client Company/Contractor)

Phone Number: (800) 534-2580 Email: christine.peterson@polk-county.net

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: 3225 Winter Lake Road, Lakeland, FL

Name of Vendor being surveyed: Manatee Appraisal Service Inc / Nick Manasco

Cost of Services: Original Cost: \$1,900 Ending Cost: \$1,900

Contract Start Date: 6/16/21 Contract End Date: 7/7/21

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 Christine Peterson, Senior Professional

Signature of Evaluator: Christine Peterson 12-9-2022

Please fax or email the completed survey to: nick@manateeappraisal.com

Survey Questionnaire – Polk County

RFP 22-603, General Appraisal Service

To: Kevin Williams (Name of Person completing survey)

South state Bank (Name of Client Company/Contractor)

Phone Number: (863) 551-5411 Email: Kevin.williams@southstatebank.com

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: Appraisal of 427 Burns Avenue, Lake Wales, FL

Name of Vendor being surveyed: Manatee Appraisal Services, Inc / Nick Manatee

Cost of Services: Original Cost: \$3,400 Ending Cost: \$3,400

Contract Start Date: 10/1/22 Contract End Date: 10/14/22

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 Kevin Williams

Signature of Evaluator: 

Please fax or email the completed survey to: nick@manateeappraisal.com

Survey Questionnaire – Polk County

RFP 22-603, General Appraisal Service

To: Eric Labbe (Name of Person completing survey)
City of Winter Haven (Name of Client Company/Contractor)
 Phone Number: (863) 241-5600 Email: elabbe@my.winterhaven.com
 Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work.

Project name: 95 acres Central Florida Leukemia Park
 Name of Vendor being surveyed: Manuel Appraisal Services / Nick Mancuso
 Cost of Services: Original Cost: \$9,800 Ending Cost: \$9,800
 Contract Start Date: 6/8/22 Contract End Date: 8/8/22

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 Eric Labbe

Signature of Evaluator: [Signature]

Please fax or email the completed survey to Nick E. Mancuso, n.mancuso@psd.com

Survey Questionnaire – Polk County

RFP 22-603, General Appraisal Service

To: Christine Peterson (Name of Person completing survey)

Polk County Real Estate Services (Name of Client Company/Contractor)

Phone Number: (813) 537-2580 Email: christine.peterson@polk-county.net

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: 313 Kossuthville Ave. Auburndale, FL

Name of Vendor being surveyed: Marcus Appraisal Services Inc / Dick Mancuso

Cost of Services: Original Cost: \$5,500 Ending Cost: \$5,500

Contract Start Date: 11/5/2019 Contract End Date: 2/11/2019

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)	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 Christine Peterson, Senior Professional

Signature of Evaluator: Christine Peterson 12-8-2022

Please fax or email the completed survey to: dick @ marcusappraisals.com