

## **MASTER CONSULTING AGREEMENT FOR APPRIASAL SERVICES – EMINET DOMAIN**

**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 Wilson Real Estate, Inc. (the “Firm”) a Florida corporation, located at 4651 Sherwood Lane, Lakeland, FL 33813, and whose Federal Employer Identification Number is 59-3498039.

**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 eminent domain services in connection with certain appraisal and appraisal review services to the County; and

**WHEREAS**, the County has solicited for these services via RFP 22-602, 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 22-602, to include all attachments and addenda, and (ii) the Firm’s responsive proposal thereto (collectively, (i) and (ii) are “RFP 22-602”) 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, Project schedule, and completion date, and shall become effective upon due execution.

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

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

### **3.0 Compensation**

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

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

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

3.1.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

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

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

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

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

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

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

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

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

accordance with applicable law for any and all damages to the County caused by the Firm's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

## **5.0 Ownership of Documents**

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

## **6.0 Termination**

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

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

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

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

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

## **7.0 No Contingent Fees**

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

## **8.0 Assignment**

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

## **9.0 Professional Associates and Subconsultants**

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

## **10.0 Indemnification of County**

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

## **11.0 Insurance Requirements**

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

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

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

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

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

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

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

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

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

## **12.0 Public Entity Crimes**

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

## **13.0 Non-Discrimination**

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

## **14.0 Designation of Party Representatives**

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

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

## **15.0 All Prior Agreements Superseded**

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

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

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

## **17.0 Independent Contractor**

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

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

## **18.0 Public Records Law**

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

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

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

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

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

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

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

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



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

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

## **20.0 Governing Law and Venue**

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

## **21.0 Notices**

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

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

**For Firm:** Wilson Real Estate Services  
4651 Sherwood Lane  
Lakeland, FL 33813  
Attention: Luther Burl Wilson Jr.

## **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: Luther Burl Wilson Jr., MAI, SRPA– President

Name: Eliu Castillo – Appraiser

Name: Sonya Hoffman – Transcriptionist

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

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

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

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

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

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

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

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

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

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

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

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

### **33. No Construction Against Drafter**

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

**34. Unauthorized Alien(s)**

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

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

**ATTEST:**

STACY M. BUTTERFIELD

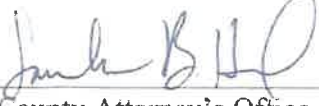
**Polk County**, a political subdivision  
of the State of Florida

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

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

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

Review as to form and legal sufficiency

 2/17/23  
County Attorney's Office Date

**ATTEST:**


By:  \_\_\_\_\_  
Corporate Secretary

Luther B. Wilson, Jr.  
[Print Name]

DATE: 3/1/2023

SEAL

Wilson Real Estate, Inc.  
a Florida corporation

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

Luther B. Wilson, Jr.  
[Print Name]

President  
[Title]

DATE: 3/1/2023



# ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF FLORIDA County OF Polk  
 The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1st of March 2023 (Date) by Luther B. Wilson, Jr. (Name of officer or agent) as President (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 1st of March 2023 (Date) Leah Ross Springer (Official Notary Signature and Notary Seal) \_\_\_\_\_ (Name of Notary typed, printed or stamped)  
 Commission Number 105455 Commission Expiration Date April 10, 2025



# ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

# ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

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

## Exhibit "Ai"

### RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from firms that are interested in providing *Eminent Domain Appraisal and Appraisal Review 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:** 22-602, Appraisal and Appraisal Review Services – Eminent Domain

**Description:** Provide appraisal and/or appraisal review services for various Polk County Divisions including, but not limited to, Real Estate Services, Parks and Natural Resources, and Roads & Drainage Division.

**Receiving Period:** Prior to **2:00 p.m., Wednesday, November 16, 2022**

**Bid Opening:** **Wednesday, November 16, 2022, at 2:00 p.m.** or soon thereafter.

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

**Special Instructions:** N/A

**Questions** regarding this RFP must be in writing and must be sent to Danielle Rose, Sr. Procurement Analyst, via email at [daniellerose@polk-county.net](mailto:daniellerose@polk-county.net) or via fax at (863) 534-6789. All questions must be received by, **Monday, November 7, 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 firm's responsibility to verify if addenda have been issued.

RFP Number: 22-602

RFP Title: Appraisal and Appraisal Review Services – Eminent Domain

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

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

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

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

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

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

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

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

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

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

## Bid Label

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

<b>Sealed Bid. DO NOT OPEN</b>	
<b>Sealed RFP Number</b>	22-602
<b>RFP Title</b>	Appraisal and Appraisal Review Services – Eminent Domain
<b>Due Date/Time:</b>	November 16, 2022, prior to 2:00 pm
<b>Submitted by (Company Name):</b>	
<b>Deliver To:</b>	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

**POLK COUNTY**  
**Procurement Division**  
**Fran McAskill**  
**Procurement Director**  
**REQUEST FOR PROPOSAL 22-602**  
**APPRAISAL AND APPRAISAL REVIEW SERVICES – EMINENT DOMAIN**

Sealed proposals will be received in the Procurement Division, **Wednesday, November 16, 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@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Monday, November 7, 2022, 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 appraisal firms to provide appraisal and/or appraisal review services related to eminent domain for various Polk 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. No firm shall be employed as the exclusive firm. Selection as a qualified firm under this RFP is no guarantee of work.

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 five or more firms.

## **Scope of Services**

The County desires to enter into appraisal services contracts with qualified appraisal firms for appraisal and/or appraisal review services related to the valuation of parcels of land to be acquired by the County through negotiation or condemnation in conjunction with Community Investment Program (CIP) projects and other projects authorized by the Polk County Board of County Commissioners, including but not limited to projects requiring parcels for right-of-way, drainage, storm water facilities, utilities, and parcels needed for community development, recreation, parks, or any other land acquisition projects. A typical project might consist of the following tasks:

### **Appraisal Services:**

Appraisal Services may include the preparation right-of-way cost estimates for project and studies; preparation of comparable sales data books; estimating the market value of all real estate interests pertinent to the project; preparation of written appraisal reports and updates which shall conform to Uniform Standards of Professional Appraisal Practices as recognized by the Florida Department of Transportation (FDOT) and the minimum standard as set forth in the Florida Statutes for property being acquired through eminent domain. In addition, appraisals and appraisers must be in compliance with county guidelines; and litigation services including, but not limited to, providing expert testimony in court proceedings (e.g. order of taking hearings,

mediations, depositions and consultations), if requested by the Real Estate Services Administrator, County Attorney's Office or by assigned outside counsel. The Firm's designated Appraiser of Record shall be responsible for all work necessary and incidental to the completion of said items for the project unless otherwise specified. Such work may require services beyond the professional expertise of the appraiser of record, thus necessitating the use of subconsultants.

The Appraiser of Record/Principal Appraiser for the firm shall hold a State Certified General License from the State of Florida, as well as, hold a Member of the Appraisal Institute (MAI) designation and have extensive experience in eminent domain appraisal work with the following minimum years of experience:

- Fifteen (15) years of condemning authority (condemnor) experience within the State of Florida.
- 10 years of condemning authority (condemnor) experience within Polk County
- 10 years of condemnee (landowner) experience within the State of Florida.

### **Appraisal Review Services:**

Appraisal Review Services shall include the review of comparable sales data sheets and/or project data books, market studies, appraisal reports, etc., for accuracy and compliance with the Uniform Standards of Professional Appraisal Practices as recognized by the Florida Department of Transportation (FDOT) and the minimum standard as set forth in the Florida Statutes for property being acquired through eminent domain, requesting and obtaining necessary corrections and/or additional data for appraisal reports, writing Review Appraisal Statements that recommend compensation due the landowner, which is based on market data, and, when requested by the Real Estate Services Administrator or other designated County staff, preparing Review Appraiser Reports (Value Determinations) which reflect recommended compensation. The review appraiser will be responsible for all work necessary and incidental to the completion of said items for assigned projects unless otherwise noted therein.

The review appraiser/principal appraiser for the firm shall have a minimum of fifteen (15) years of experience in reviewing condemning authority (condemnor) appraisals in the State of Florida.

### **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, unless otherwise terminated in accordance with the Agreement.

### **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, Introduction:**

Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)

#### **Tab 2, Experience and Expertise (50 Points)**

- Provide a maximum of five (5) examples of past work product on eminent domain assignments, including three (3) previous public sector project, during the past five (5) years, to indicate proficiency and timely completion of similar work. Past work product should include, if applicable, examples of "Land and Improvements with major cost to cure (Commercial Property)", "Land and Affected Improvements" and "Review Appraiser's Statement and/or Report For each project identified please include (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.
- Provide a summary of any Order of Taking Hearings or Trials (within the previous five (5) years) in which the principal or key personnel provided expert valuation testimony. Identify the project and year including the names of the condemning authority's attorney and the landowner's attorney. (Limit response to one page maximum).
- Provide a list all Eminent Domain appraisal and appraisal review contracts within the previous five (5) years, (including information identifying the project(s) and number of Parcels), both in progress and awarded-not yet started, for Polk County and/or other government agencies or entities. Provide information regarding dates of notice to proceed and anticipated completion dates. (Limit response to three pages maximum).
- Briefly describe firm's quality assurance/quality control program which demonstrates the policies and procedures followed, evaluation criteria, and instruction to its organization to assure conformance to USPAP, and the requirements of the contract. The Plan shall demonstrate the Appraisal firm's internal Quality Control Review of reports submitted.
- Describe the firm's current workload, daily ability to handle the scope of work and experience with providing similar size and scope of work as outlined in this RFP. (1 page, single or double sided)
- Provide a copy of the firm's certificate of registration (license) as a State Certified Appraiser in the State of Florida.
- The Appraiser of Record/Principal Appraiser for the firm shall provide documentation to support eminent domain appraisal work for the following:
  - 15 years of condemning authority (condemnor) experience within the State of Florida.
  - Copy of current Appraisal Institute Membership
  - 10 years of condemning authority (condemnor) experience within Polk County.
  - 10 years of landowner (condemnee) experience within the State of Florida.
  - Copy of current State Certified General License
- The Review Appraiser/Principal Appraiser for the firm shall provide documentation to support a minimum of fifteen (15) years of experience in reviewing condemning authority (condemnor) eminent domain appraisals in the State of Florida.

### **Tab 3, Technical & Personnel Resources (40 points)**

- Please describe the specific abilities of the firm/team 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.
- Provide your firm's organization 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 or appraisal review report.
- Provide resumes (limited to one page per resume) of all personnel that will be assigned to the project and identify the location of these personnel. Resumes shall include experience in eminent domain appraisal preparation, appraisal review services, court testimony including order of taking hearings and trials in which the appraiser was qualified as an expert witness, professional organization designations and memberships, courses and training in the area of eminent domain, Designation Certificates and Re-Certification Certificates, proof of Florida State Certification in appraisal, and, as applicable, Florida Real Estate Brokerage License and Florida Real Estate Salesman License. (1 page single or double sided for each resume)

### **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 #22-602, Appraisal and Appraisal Review Services – Eminent Domain*" 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, November 16, 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 5) -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 Firm, 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: Products / Completed Operations \$1,000,000, Personal and Advertising Injury \$1,000,000 and Medical Expenses \$10,000, 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. Employers Liability Insurance to include the following coverages: Each Accident \$1,000,000, Disease – Each Employee \$1,000,000, and Disease – Policy Limit \$1,000,000. Professional Liability (Errors and Omissions): \$1,000,000 combined single limit of liability. 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, 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. 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 firm, supplier, subconsultant, or consultant 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 Firms 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, Firm 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, Firm 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 Firms 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 Firm 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) "Consultant" 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) "Subconsultant" means a person or entity that provides labor, supplies, or services to or for a consultant or another subconsultant in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, consultants and subconsultants shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Consultant 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 Consultant to perform employment duties during the term of this contract; and

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

C. The Consultant 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 Consultant 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 subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The *Consultant* 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 subconsultant 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 Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant 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 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).

## 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 firm must complete and submit this form prior to award. The Successful firm 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. Hillsborough 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 (Eminent Domain Appraisal Services for Hillsborough County ROW), Etc.
COST OF SERVICES	Cost of services (\$50,000)
DATE COMPLETE	Date when the services were completed. (i.e. 6/31/2017)

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 22-602, Appraisal and Appraisal Review Services – Eminent Domain

To: \_\_\_\_\_ (Name of Person completing survey)

\_\_\_\_\_ (Name of Client Company/Firm)

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

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

Subject: Past Performance Survey of Similar work:

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

Name of Firm 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	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among 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 22-602, APPRAISAL AND APPRAISAL REVIEW SERVICES – EMINENT DOMAIN

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)

November 3, 2022

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

### **ADDENDUM #1**

#### **RFP 22-602, Appraisal and Appraisal Review Services – Eminent Domain**

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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.

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Contained within this addendum: Clarification and Questions & Answers

Danielle Rose

Procurement Analyst

Procurement Division

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

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

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

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

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



## RFP 22-602

### Appraisal and Appraisal Review Services – Eminent Domain Addendum #1(Continued)

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#### Clarification: (Tab 2, bullet point 1)

##### **Currently states in its entirety:**

"Provide a maximum of five (5) examples of past work product on eminent domain assignments, including three (3) previous public sector project, during the past five (5) years, to indicate proficiency and timely completion of similar work. Past work product should include, if applicable, examples of "Land and Improvements with major cost to cure (Commercial Property)", "Land and Affected Improvements" and "Review Appraiser's Statement and/or Report For each project identified please include (2 pages for each project, single or doubled sided).

- o Client name
- o Contact person
- o Contact's phone number and email address
- o Cost of the services
- o Start and end date of project
- o Brief description of the services provided."

##### **Replace with in its entirety:**

"Provide a minimum of three (3) and a maximum of five (5) examples of past work product on eminent domain assignments, including three (3) previous public sector projects, during the past five (5) years, to indicate proficiency and timely completion of similar work. Past work product should include, if applicable, examples of "Land and Improvements with major cost to cure (Commercial Property)", "Land and Affected Improvements" and "Review Appraiser's Statement and/or Report."

For each project identified please include:

- 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 also be submitted on a USB thumb drive. If submitted on USB, please provide six (6) USBs.

(Please limit the first six items from Client name to Brief description of the services to 2 pages for each project, single or double sided.)

#### **Questions and Answers:**

Question 1: Does "past work product" mean that you want us to submit one **full appraisal report** for each project, to a maximum of five projects? If so, do you want copies of appraisal reports to be included in the 3-ring binder with the other information?

Answer 1: Please see revised Tab 2, bullet point 1, above.

Question 2: Will applications with less than 15 years' experience be considered at all?

Answer 2: The firm itself isn't required to have 15 years of experience, however, the Appraiser of Record/ Principal Appraiser as detailed in Tab 2, is required to provide documentation as proof that they have at a minimum 15 years' experience.

## INTRODUCTION

November 16, 2022  
Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, Florida 33830

RE: APPRAISAL SERVICES – GENERAL  
RFP #22-602  
POLK COUNTY, FLORIDA

Ladies and Gentlemen:

Wilson Real Estate, Inc. is pleased to offer the attached information for purposes of continuing to provide property appraisal services to Polk County.

Wilson Real Estate, Inc. is the legal name of the proposer. The firm was created in 1996 and is located in Lakeland. Prior to that time, I was located in Port St. Lucie/Stuart, working as a Senior Staff Appraiser from 1987 until earning my first designation. I have had my SRPA designation since 1990 and my MAI since 1994. Since then, I have focused on litigation valuation, easily exceeding the RFP's minimum experience requirements in all aspects and so certify for this RFP. Please see my CV later in this submittal.

I have a small firm doing specialty appraisals, reviews, and litigation consulting. I have one staff appraiser with over 30 years experience and who is also a State Certified Real Estate General Appraiser. He adds another benefit by being bi-lingual. This is a distinct advantage that has been an obvious advantage on several projects

The physical and mailing addresses of the firm, with contact information, is:

### Physical and mailing address

Wilson Real Estate, Inc  
ATTN: L. Burl Wilson, Jr.  
4651 Sherwood Lane  
Lakeland, FL 33813

Telephone: 863/683-4116 (Office)  
863/559-6841 (Cell)

E-Mail: [LutherBWilson@gmail.com](mailto:LutherBWilson@gmail.com)

L. Burl Wilson, Jr. is the president of the firm and has the authority to bind the proposer to the submitted proposal.

The following attachments are intended to provide the specific information requested in RFP #22-602. Further information will gladly be supplied upon request.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Burl Wilson, Jr.", with a stylized flourish at the end.

L. Burl Wilson, Jr., MAI

President

Attachments

## EXPERIENCE AND EXPERTISE

Samples of work product are included on the thumb drives accompanying this proposal. Four reports are included that showcase the firm's expertise:

### Report #1

Client: Florida Department of Transportation -District One  
Contact Person: Robin Clark  
Contact's phone and email 863.519.2402—Robin.Clark@dot.state.fl.us  
Cost of Services Project (4 parcels, negotiation reports)-\$116,768  
Subject -\$57,938  
Two updates- \$30,321

Start and end date of project approximately 10/1/2018 to August 1, 2021 (approx.)

### Brief description of Service

Provided Orange grove abbreviated tract, owned by Alico, with metal warehouse, strip takes and ponds. All partial takes. Inspected groves and take areas, valued same primarily via income approach. Valued remainders and estimated damages and costs to cure. Employed various sub-consultants for this process. Re-engineered grove with a cure that minimized damage incurable to minimize client's exposure as much as possible, based on road engineering at the time. See below.

This was the appraisal of a grove in Collier County. All other reports are of property in Polk, but this parcel was included given the prevalence of citrus in our County. It is owned by Alico and had a total parcel size of over 10,000 acres, which was abbreviated for the report to a calculated 352.504 acres, inclusive of 316.234 acres of uplands and 36.270 acres of wetlands.

Additionally, this was a fairly complicated report with a lot of moving parts. There were five sub-parcels in the fee take and 12 permanent easement parcels. Each parcel had to be considered both for its specific internal characteristics and surrounding characteristics.

Other experts used included an agricultural engineer, contractor, and surveyor. The agricultural engineer was crucial in delivering a supportable value for the appraised tract. He was also very important in that his contribution to the appraisal and the cure gave much credibility to a large compensation total that was minimized as much as possible.

## Report #2

Client: Polk County  
Contact Person: R. Wade Allen  
Contact's phone and email 863.534.2577—WadeAllen@polk-county.net  
Cost of Services Project (12 parcels, 9 properties - negotiation reports)-\$47,692  
Subject -\$4,861

Start and end date of project approximately 10/1/2018 to August 1, 2021 (approx.)

### Brief description of Service

This appraisal was of a residential property improved by a residence and associated improvements. This taking was part of a project for Polk County Utilities. There were no fee taking, only temporary or permanent easements, which appeared to lower the overall acquisition costs.

The property contained about 2.26 acres on a cul-de-sac named Haymarket Drive. The 1,508 residence with 2,33d square feet under roof also had a detached barn/garage. The permanent easement runs along the west property border and a short distance along the south border before fading into the property to the south. The TCE (temporary construction easement) is generally rectangular and withing the inside corner of the permanent easement.

Improvements included sod, cedar trees, gravel drive, picket fence, oak trees and, misc. minor improvements.

The land was valued based on 4 comparable sales and the improvements valued based on their contributory value.

A cost to cure was necessary. This was a net cure to avoid double paying. Total compensation for both parcels was \$33,850.

### Report #3

Client: Florida's Turnpike  
Contact Person: Barbara Strouse  
Contact's phone and email 863.412.7983-Barbara.Strouse@dot.state.fl.us.  
Cost of Services Project (6 parcels, 5 properties - reviewed)-\$24,600  
Subject -\$7,000

Start and end date of project approximately 1/4/2018 to 6/11/2020 (approx.)

Brief description of Service Review the contracted appraiser's work on 5 properties near the Polk Parkway for conformity to USPAP and DOT supplemental standards.

This review was of a 2.881-acre property near the Polk Parkway. It contained a fee and easement parcel. The appraiser did a good job on this appraisal.

Reviewing the appraisal was tricky as this was in a transitional area changing from rural agriculture to a more industrial use. As a reviewer the trick is to not overlay the appraiser's opinion *if that opinion is supported*. If your opinion differs, as it may, you can express it but you must conform to Standard 1 and 2 of USPAP in developing your own opinion.

In this case, the value seemed high, but the sales supported the conclusion and they were transactions in the area. There were also agricultural sales in the area, but not as well located, or with other issues, leaving them less similar to the subject. Therefore, the conclusions seemed supportable.

The review also went through a similar process as if I appraised it, but the steps in this case were to check the conclusions of the appraiser and the reasonableness of the conclusions. While I inspected the property, my task was not to go out and find new data, but to work within the boundaries of the existing report. This process can be a desk review or a field review, with the difference being the extent of the work you do as a reviewer.

Lastly, in working for the condemning authority, one does not want to be perceived as low balling the value. As an appraiser or a reviewer, one much be seen as giving the property owner every dollar he is due, and if it could go either way, err to the owner's benefit. That is what the appraiser whom I reviewed did in his appraisal.

#### **Report #4**

Client: City of Lakeland  
Contact Person: Greg James  
Contact's phone and email 863.834.8440/Greg.James@lakelandgov.net  
Cost of Services Project (15 parcels-13 properties, negotiation reports)-\$286,510  
Subject -\$27,860 including sub-consultants  
Start and end date of project approximately 7/15/2020 to September 1, 2021 (approx.)

Parcel 115 had a residential use in a property with perceived commercial potential until I talked with the City, where officials indicated that would not happen. Thus, it was appraised residentially. The take line was far enough from the frame home to not be an issue. It was appraised as land and affected improvements.

It was low in the back with numerous trees. One challenge was the value of the trees, based on their quantity. The appraisal had several interesting challenges, even to the point of location of the property line small intrusion of separate ownership in the adjacent dirt road That was resolved thanks to having a survey and staking done.

The valuation required the talents of an engineer and a contractor to establish costs and contribution to market value. The improvements included chain link fencing, wood shadow box fencing, wood pylons, metal pylons, and wooden corner posts. A cost to cure was also necessary.



## **TESTIMONY**

I have testified over 100 times in various courts, inclusive of about 10 trials. However, I have not testified in the last five years

## **EMINENT DOMAIN APPRAISALS**

I have somewhat varied clients. Numerous single parcels going to trial have, in the past, been a substantial part of my business. In the interest of brevity, the projects are presented first, followed by single parcels with the clients to each. The projects were first included in the selected experience section.

The City of Lakeland was the client on the first project. This was a 15 parcel, 13 property project from about 7/2020 to 9/21. Greg James was the City supervisor over the project. This project was addressed in Report #4 earlier in this document.

Polk County was the client in the second project. It was Report #2 in the earlier qualification section. This was a 12 parcel/9 property project for an underground line. It went on from approximately October 2018 to August 2021. As previously addressed, per the bid conditions, Polk County representatives were not approached to get any additional information.

District One of the FDOT was the client for the next project. This was Report #1. This four parcel project was for improvements to SR 82, in Collier County. The biggest impacts were to the citrus groves on Parcel 100. Another parcel was in use as a nursery. The third was also a citrus grove but only had a strip take with no impacts. The last parcel was vacant.

The next project was Report #3 earlier in this proposal. This was a review contract with 6 parcels on 5 properties near the Polk Parkway. The process of conducting the reviews was discussed in the earlier discussion.

In addition, I have been retained in the past to do "one off" appraisals for litigation purposes on a variety of parcels. In the confines of the time period of this presentation these have been in District Seven. These parcels include the following.

### **Citrus County**

A motel in Inverness (parcel 112) significantly impacted by a road re-alignment, heavily damaged with a substantial cure, valued in late 2021.

### **Pasco County**

Parcel 179 was appraised for almost \$700,000 in February 2018. This parcel was appraised in litigation as a whole take. Issues were developability, wetlands, and use restrictions. The parcel settled prior to trial.

### **Hillsborough County**

Parcels 100/120 are a strawberry farm with adjacent restaurant and refrigerated warehouse for picked fruit. It had takings from it in February of 2018. There were issues of drainage and irrigation requiring a cure and issues of changed economies of scale. The parcels settled before trial.

### **Polk County**

Parcel 100 was acquired for a roundabout. There were minor improvements and some wetlands issues. The cure was minor. It settled prior to mediation.

Parcel 100 on CR 542 was a 36.42 acre largely vacant tract with some farming on it. It was appraised in April of 2029 for a taking of 3,019.7 square feet. There is only a fee take with no cure or damages.

A cost estimate was done in 2000 for intersection improvement at Edgewood Drive and Florida Avenue. About five parcels were impacted. With a gas station on two corners, it was pricy. Alternate solutions in the right-of-way were done instead.

Lastly, I am currently preparing an appraisal of a taking on Duff Road for the County. It will be completed by mid-December. This is the only parcel for which I am currently under contract for which any tasks are pending.

## QUALITY CONTROL PLAN

Wilson Real Estate's quality control plan (assurance process) is simple, but detailed. The procedure is the same whether for an eminent domain report or a general appraisal. It revolves around elimination of as much duplication and multiple data entry as possible so as to lessen the chances for error. Each parcel is given a separate electronic folder and a standard set of such folders is used to ensure all needed information is included for each property. These include folders for all aspects of the property from the property appraiser's office to the national wetlands inventory to SWFWMD documents. These are used as the source documents for the appraisal and are the sole source of information to make sure of consistency.

The sales considered for any specific parcel are also contained in their own separate folder, further separated by category. Each researched sale is given its own folder with the same information included as was done for the subject. When each sale is verified and finalized it is proofed by the principal and then put into a "Data Book" file so each time the sale is used the same write up is used. If needed, the source documents in each sale's separate folder can be easily produced to check accuracy or if it is requested by the client. This again insures consistency and one data source for each sale. The data sources for sales include, but are not limited to, LoopNet, Local MLS, Gulf Coast Commercial MLS, County Records, and other services as necessary.

The most important aspect of the entire valuation process is that the principal remains hands on and personally prepares the final product, with a quality staff doing the preliminary work. My top appraisal assistants had almost 40 years of experience.

We maintain a quality approach to every aspect of a project or a single report. At the inception of the project the team has a kick-off meeting with all parties to the project, including all sub-consultants. Tasks and deadlines for each specialty are discussed and inspection dates set, as necessary. Each consultant knows their milestone requirements. Plans and contact information are shared so everyone is in the loop. Inspection dates are agreed upon and the requirements and perceived issues for each consultant discussed. If a single parcel, the approach is the same, though reduced as needed given the perceived scope of work, but with the same thoroughness. We are also starting to gravitate to video or phone conference in many instances, mostly with smaller jobs.

The property inspections are given a lot of time, based on the premise that it might be our only shot at entry. Numerous digital photos are taken, with video as needed, for future use in report preparation or eventual litigation, if anticipated. I almost always take at least one associate on the inspection to take notes while I converse with the owner and/or his representative. One of my associates is also fluent in Spanish, increasing our flexibility. Discussions with other consultants are undertaken to help in solving the appraisal problem. I emphasize and encourage phone calls and constant contact.

The reviewer (if one is assigned) is kept in the loop throughout the process so they have no surprises and have a pretty good idea about what they will be reviewing. On all projects, I make every effort to communicate with the reviewer several times a week during the heart of the

project so that we can agree on as many issues as possible before the valuation and/or the report is completed to minimize turnaround time. My mobile phone number is also supplied so we are rarely not in contact.

If a single parcel, the process is simpler, but communication is maintained on any issues or changes in information. We do not forget about our detail level simply because only a single parcel is being appraised.

The valuation for each parcel is done in an Excel spreadsheet to minimize errors as everything is linked, minimizing duplication and entry issues. There are separate sheets for each aspect of the valuation and all calculations are done in the spreadsheet to minimize math errors. These sheets also incorporate consultant analysis and conclusions as to costs and impacts, if appropriate. Valuation sheets are copied into the report to minimize errors brought about by transcription. Multiple entry of the same data can lead to errors, so by following the “one entry” rule errors are minimized.

The consultant reports and analysis, as needed, is shared between parties and cross-checked by the principal for consistency and errors. All math is tape checked on an adding machine and any questions are posed and answered.

The principal personally proofs each spreadsheet and derives all valuation conclusions. In this area of the appraisal, associates only do data entry that is proofed against the source documents. At least one staff member fact checks and proofs the report, with Mr. Wilson doing the final preparation and a final proof to each appraisal to assure conformity with USPAP and any supplemental standards. Lastly is finalizing the report for production. Each report is spell checked and also spot checked for the spreadsheet calculations.

After production, the report and Addenda are checked again for any problems and after everything is given the okay, it is forwarded to the client. Electronic or hard-copy reports are delivered, depending on requirements.

After the report is reviewed, Mr. Wilson talks to the reviewer and makes the changes to each report that may be needed. Since the principal has taken such a hands-on approach, he is able to discuss the report with the reviewer, discuss the process by which the analysis was conducted and provide further background to the reviewer’s questions and comments, without relying on an assistant.

The intent of the process is a hands-on procedure so that the principal is intimately familiar with each report, any concerns about the appraisal, and the final product.

## **CURRENT WORKLOAD AND DAILY ABILITY TO HANDLE THE SCOPE**

The firm's current workload is estimated to be "light" We are comfortably scheduled into mid-December however, with advance notice we can gear up for a larger project in about 30 days.

By the nature of the firm's make-up, the ability to provide high quality work is dependent on Mr. Wilson as the sole preparer of the valuation and analysis. However, the use of very experienced associates allows the taking on of larger quantities of work than one individual would be able to undertake.

Individual parcels can usually be delivered in 30 to 45 days, depending on the workload at the time of the request, as they are easier to accommodate and work into the schedule. Priority is always given to currently contracted work and agreed deadline. Multi-parcel projects can usually be handled within a reasonable time frame, with sufficient notice to book the job into the assignment pipeline. Due dates are taken seriously so that production expectations can be met and schedules for the project can be kept.

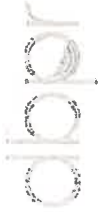
With employment of my appraisal associates and proper scheduling of parcels, a multi-parcel project with no overly unusual properties can normally turned to the client's satisfaction, subject to the schedules of other consultants such as engineers, contractors, and planners.

For larger jobs, I have successfully partnered with other quality firms with similar methods of appraising to greatly increase the work capacity.

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## **DOCUMENTATION OF MINIMUM COUNTY EXPERIENCE PER THE RFP**

I affirm I have over fifteen years of condemning authority experience. Further, I have been working in Polk County since the early 1990's. My first assignment here were when I was still living in St. Lucie County. I did two Winn Dixie shopping centers for foreclosure during that time. One on US 27 in Dundee, the other on Ariana Street at Central Avenue in Lakeland.

I affirm that I meet or exceed all other experience requirements of this RFP.





General Appraiser #87913

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**L. Burl Wilson, Jr., MAI, President**

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50630

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4651 Sherwood Lane  
Lakeland  
LAKELAND, FL, 33813  
UNITED STATES

**Location:**

LAKELAND, FL 33813

**Phone:**

(863)559-6841

**Work Phone:**

(863)559-6841

**Email:**

[lutherbwilson@gmail.com](mailto:lutherbwilson@gmail.com)

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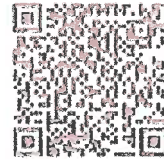
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1:40 51 PM 11/13/2022

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Name **WILSON, LUTHER BURL JR (Primary Name)**  
Main Address **4651 SHERWOOD LANE  
LAKELAND Florida 33813**  
County **POLK**

### License Information

License Type **Certified Building Contractor**  
Rank **Cert Building**  
License Number **CBC040762**  
Status **Current,Inactive**  
Licensure Date **03/16/1987**  
Expires **08/31/2024**

Special **Qualification Effective**  
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**TAB 3**

11

## **TECHNICAL AND PERSONNEL RESOURCES**

### **• FIRM'S EXPERIENCE AND ORGANIZATION**

Wilson Real Estate is a small firm that specializes in litigation valuation. L. Burl Wilson, MAI, SRPA is the president and sole principal appraiser of the firm. He is the sole signer on any report. His appraiser career started in 1987 and Wilson Real Estate was formed in 1996 when he returned to Lakeland. Eminent Domain has been the primary focus of his career since 1992 though non-litigation assignments are accepted, particularly when tendered by the County. See the resume in the following section.

The firm was set-up as a small operation to allow personal service to clients. If a client calls with a question, they talk to the person who inspected the property, did the valuation and final analysis, and prepared the final report. Appraisal associates, if used on an assignment, primarily work on fact gathering for the subject, research of comparable sales under Mr. Wilson's direction, and on report drafting. The current appraisal associate is State Certified General Real Estate Appraiser with almost 40 years of experience.

Associates are used in this capacity to extend the capability of the firm to larger projects and/or faster turnaround times. It also allows a faster work flow without losing quality. The associates in this capacity, who could be considered key personnel, are Eliu Castillo and Sonja Hoffman. Lee is a State Certified General Real Estate Appraiser, with almost 40 years of appraisal experience. Ms. Hoffman is good at fact checking and is a world class transcriptionist. All the final valuation and final analysis are prepared by the principal. Mr. Castillo is fluent in Spanish, adding an additional dimension to our capabilities and better information gathering from Hispanic market participants.

As to qualifications for various types of appraisals, Mr. Wilson has prepared reports on a wide variety of properties, from rural agricultural land and orange groves to urban office and retail facilities. Most of his work is in litigation valuation and he has the competency to value most types of property for acquisition of a wide variety of different interests. With a reasonable delivery time frame, projects with over 30 discrete parcels can usually be comfortably handled, particularly with the assistance of the aforementioned associates.

Final task assignments for any particular job primarily fall on the principal. Burl Wilson personally inspects all parcels, all sales, and does the valuation of the property, the final report analysis, proofing and editing. One of the two associates also examines the report to offer a "second set of eyes" review of the document. Depending on time frame, associates may conduct fact gathering, sales research, and preliminary analysis and report drafting. Mr. Wilson does any required testimony and any client questions.

## RESUMES

**L. BURL WILSON, JR., MAI, SRPA**  
**CURRICULUM VITAE**  
**CV ABBREVIATED DUE TO RFP LIMITATIONS**

**PROFESSIONAL DESIGNATIONS:**

**MAI** Appraisal Institute [Formerly known as the American Institute of Real Estate Appraisers]  
**SRPA** Senior Real Estate Property Appraiser, Society of Real Estate Appraisers [Now known as the Appraisal Institute]

**FORMAL EDUCATION:**

Stetson University - Bachelor of Business Administration - 1977

**APPRAISAL EDUCATION:**

Upon request

**EXPERIENCE:**

March 1996 - Present

President – Wilson Real Estate, Inc.  
Lakeland, Florida

**EXPERT WITNESS TESTIMONY IN THE FOLLOWING JURISDICTIONS:**

United States Bankruptcy Court, Southern District of Florida  
Circuit Court, County of St. Louis, State of Missouri  
Fourth/Fifth/Sixth/Seventh/Tenth/Twelfth/Nineteenth/Twentieth Judicial Circuits of Florida  
Counties  

Volusia	Indian River	St. Lucie	Martin	Okeechobee
Hendry	Lee	Collier	Polk	Pasco
Sarasota	Manatee	Clay	Charlotte	Hernando

**PROFESSIONAL ASSOCIATIONS (PARTIAL LIST):**

National Nominating Committee, Appraisal Institute, 2012  
Past Officer and Member, Board of Directors - East Florida Chapter, Appraisal Institute  
(President of Chapter – 2003)  
Member – International Right-of-Way Association  
Past Member and Chair – City of Lakeland Planning and Zoning Board  
Past Member – City of Lakeland Historic Preservation Board (Past Vice-Chairman)  
Past Member – Historic Preservation Board Design Review Committee (Past Chairman)

**PARTIAL LIST OF PAST AND PRESENT CLIENTS:**

City of Lakeland, Florida	Polk County
Florida Department of Transportation	Department of Environmental Protection
Osceola County	Manatee County
Rinker Materials	St. Lucie County

## **QUALIFICATIONS ELIU CASTILLO**

### **BACKGROUND**

Eliu Castillo has over 33 years of real estate appraisal experience with the more recent years being primarily oriented towards eminent domain or condemnation appraising. He is the founder and president of Florida Appraisal & Real Estate Consultants, Inc., a real estate appraisal and consulting firm specializing in eminent domain valuation. Mr. Castillo has been involved in court testimony as well as various court hearings, mediations, and other aspects of litigation oriented appraisal assignments. The geographic area served by Eliu Castillo includes the entire West Coast of Florida, as well as portions of Central Florida, Southeast Florida, and the Panhandle.

### **LICENSES, CERTIFICATIONS AND DESIGNATIONS**

State-Certified General Real Estate Appraiser RZ618, State of Florida  
Florida Licensed Real Estate Broker (No. 0429938)

### **APPRAISAL EXPERIENCE**

Eliu Castillo is experienced in valuing most types of properties found throughout the State of Florida, as well as analyzing a variety of valuation issues. Types of properties valued include residential, income producing and special purpose properties, single family residences, multi family residences, apartments, condominiums, condominium office buildings, free standing office buildings, warehouses, subdivision developments, mobile homes and mobile home parks, RV parks, and various types of vacant land. Other appraisal assignments have included churches, shopping malls, shopping centers, strip centers, car wash facilities, auto service centers, convenience stores and gas stations, hotels/motels, restaurants, citrus groves, boat slips, billboards, and other types of property.

Specialized appraisal experience includes various complex appraisal assignments involving properties impacted by taking for road widening projects, the creation of new roadways, temporary construction easements, permanent easements, power line easements, gas line easements, and takings for other purposes. Part of this specialized experience includes performing various types of special studies such as expressway influence studies, parking studies, power line impact studies, frontage road studies, configuration studies, depth reduction studies, and studies involving a variety of other issues related to eminent domain.

## **REAL ESTATE EDUCATION**

Real Estate Salesman Course I, Principles and  
Practice Real Estate Broker's Course  
Course 8-1 of the Appraisal  
Institute "Real Estate Appraisal  
Principles" Course 8-2 of the  
Appraisal Institute "Residential  
Valuation"  
Seminar-April, 1987 Entitled "Communicating Using Uniform  
Residential Appraisal Report"  
Course 8-3 of the Appraisal  
Institute "Standards of Professional  
Practice" Real Estate Appraisal  
Course CA-II  
Course 410 of the Appraisal Institute "Standards of Professional  
Practice, Part A"  
Appraisal Board, Course ABII  
Appraisal Board, Course  
ABIIb  
Successfully Completed Various Continuing Education Courses for  
Real Estate Appraising  
Attended Numerous Appraising and Eminent Domain Seminars

## **PROFESSIONAL AFFILIATIONS**

Member of GREATER TAMPA ASSOCIATION OF  
REALTORS® Member of the NATIONAL ASSOCIATION OF  
REALTORS®

## **EMPLOYMENT**

Eliu Castillo has worked as a real estate appraiser since 1983, with  
various appraisal firms. The primary emphasis of work has centered on  
eminent domain appraising in more recent years. Present employer is  
Florida Appraisal Associates, Inc., and Florida Appraisal & Real Estate  
Consultants, Inc., Tampa, Florida  
May 2000 to Present, President/Appraiser



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### Licensee Information

Name	CASTILLO, ELIU (Primary Name)
Main Address	2926 WEST JEAN ST TAMPA Florida 33614
County	HILLSBOROUGH
License Location	7907 HEATHER CT TAMPA FL 33634
County	HILLSBOROUGH

### License Information

License Type	Certified General Appraiser
Rank	Gen Appraiser
License Number	RZ618
Status	Current,Active
Licensure Date	11/02/1990
Expires	11/30/2024

Special Qualifications	Qualification Effective
------------------------	-------------------------

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### Objectives

At Office-Sub, our objective is to provide virtual secretarial services and solutions to help maintain and promote our client's business objectives.

### Education

Edward H. White High School

1987 Diploma

- President of Future Business Leaders of America
- Student Council

### Experience

Office-Sub / 113 Myrtlewood Point Road, E. Palatka, FL 32131

Owner June 2014 – Present

All virtual office duties to include various administrative tasks to include, but not limited to, appraisal report compilation, transcription, compiling/sending emails, calendar organization, travel arrangements, typing, ordering supplies, accounts receivable, research, etc.

Zac Ryan Appraisal Services, Inc. / 3798 Old Jennings Road, Middleburg, Florida 32068

Office Manager/Administrative Assistant October 2003 – June 2014

All office duties to include, but not limited to, filing, multi-line telephone, transcription, typing, ordering supplies, accounts receivable, research, minor software/hardware issues, etc.

### Business References:

- Ragan S. Coddington, CMEA
- John W. Veasey, MAI
- Zac E. Ryan, MAI

Gulf Atlantic Consultants, Inc. – (813) 362-6318

Weigel-Veasey, Inc. – (904) 282-9361

Zac Ryan Appraisal Svcs, Inc. – (904) 838-5014



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## **SURVEYS OF PAST PERFORMANCE**

**INSERT 4 QUESTIONNAIRE IN ORDER**

**ROBIN CLARK - COLLIER**

**WADE ALLEN – POLK UTILITIES**

**BARBARA STROUSE - TPIKE**

**GREG JAMES - WABASH**

### Survey Questionnaire – Polk County

#### RFP 22-602, Appraisal and Appraisal Review Services – Eminent Domain

To: Robin Clark (Name of Person completing survey)  
FDOT District 1 (Name of Client Company/Firm)  
 Phone Number: 863.519-2402 Email: Robin.Clark@dot.state.fl.us

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

Subject: Past Performance Survey of Similar work:

Project name: SR 82 Collier County

Name of Firm being surveyed: Wilson Real Estate, Inc. FDOT-D1

Cost of Services: Original Cost: \$116,768 Ending Cost: unknown

Contract Start Date: 10/8/2018 Contract End Date: 8/31/2023

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	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator: ROBIN A CLARK

Signature of Evaluator: Robin Clark

Please fax or email the completed survey to: Wilson Real Estate

lutherbwilson@gmail.com

## Survey Questionnaire – Polk County

### RFP 22-602, Appraisal and Appraisal Review Services – Eminent Domain

To: R. Wade Allen (Name of Person completing survey)  
Polk County Utilities (Name of Client Company/Firm)  
 Phone Number: 863.535.2275 Email: WadeAllen@polk-county.net

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

Subject: Past Performance Survey of Similar work:

Project name: Polk County Utilities

Name of Firm being surveyed: Polk County Real Estate Services

Cost of Services: Original Cost: \$47,692 Ending Cost: same

Contract Start Date: September 2019 Contract End Date: April 2020

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

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

Printed Name of Evaluator Christine Peterson, senior professional

Signature of Evaluator: Christine Peterson 11-22-2022

Please fax or email the completed survey to: Wilson Real Estate

lutherbwilson@gmail.com

As this project was under the auspices of Polk County, the RFP's ban on contact with Polk County employees was honored and rating of this parcel is left to the selection committee or their inquiry of Mr. Wade Allen, who has knowledge of this project.

### Survey Questionnaire – Polk County

#### RFP 22-602, Appraisal and Appraisal Review Services – Eminent Domain

To: Barbara Strouse (Name of Person completing survey)  
Florida's Turnpike/HDR (Name of Client Company/Firm)  
 Phone Number: 863.412.7983 cell Email: Barbara.strouse@dot.state.fl.us  
 Total Annual Budget of Entity unknown

Subject: Past Performance Survey of Similar work:

Project name: Parkway test track

Name of Firm being surveyed: Wilson Real Estate, Inc

Cost of Services: Original Cost: \$24,600 (contract) Ending Cost: \$16,400

Contract Start Date: 1/4/2018 Contract End Date: 6/11/2020

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

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

Printed Name of Evaluator Barbara Strouse

Signature of Evaluator: Barbara Strouse

Please fax or email the completed survey to: Wilson Real Estate  
lutherbwilson@gmail.com

### Survey Questionnaire – Polk County

#### RFP 22-602, Appraisal and Appraisal Review Services – Eminent Domain

To: Greg James (Name of Person completing survey)  
City of Lakeland (Name of Client Company/Firm)  
Phone Number: 863.834.8440 Email: Greg.James@lakelandgov.net

Total Annual Budget of Entity unknown

Subject: Past Performance Survey of Similar work:

Project name: South Wabash Extension Project

Name of Firm being surveyed: Wilson Real Estate, Inc.

Cost of Services: Original Cost: \$153,125 (app. only) Ending Cost: \$153,125

Contract Start Date: 7/15/2020 Contract End Date: 9/1/2021

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	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Greg James

Signature of Evaluator: Greg James

Please fax or email the completed survey to: Wilson Real Estate  
lutherbwilson@gmail.com

**ADDENDA  
FORMS AND AFFIDAVITS**



November 3, 2022

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

**ADDENDUM #1**

**RFP 22-602, Appraisal and Appraisal Review Services – Eminent Domain**

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: Clarification and Questions & Answers

Danielle Rose

Procurement Analyst

Procurement Division

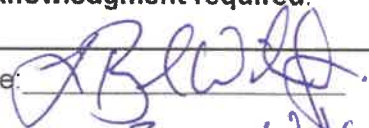
**This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.**

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

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

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

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

  
L. Buck Wilson Jr.  
President  
Wilson Real Estate Inc.

November 3, 2022

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

**ADDENDUM #1**

**RFP 22-602, Appraisal and Appraisal Review Services – Eminent Domain**

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Danielle Rose  
Procurement Analyst  
Procurement Division

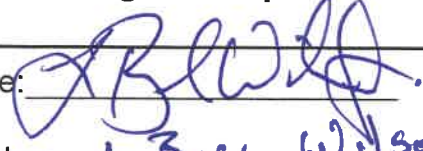
**This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.**

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

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

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

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

  
L. Burr Wilson Jr.  
President  
Wilson Real Estate Inc.

## **DRUG FREE WORKPLACE STATEMENT**

Wilson Real Estate is a Drug Free Workplace.

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 22-602, APPRAISAL AND APPRAISAL REVIEW SERVICES –  
EMINENT DOMAIN

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: Wilson Real Estate, Inc.

Signature: [Signature]

Title: President

Date: November 16, 2022

State of: Florida

County of: Polk

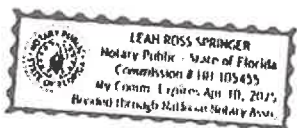
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16<sup>th</sup> day of November, 2022, by Luther Burl Wilson (name) as President (title of officer) of Wilson Real Estate, Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Leah Ross Springer

Notary Commission Number and Expiration: April 10, 2025

(AFFIX NOTARY SEAL)



## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 22-602, APPRAISAL AND APPRAISAL REVIEW SERVICES –  
EMINENT DOMAIN

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: Wilson Real Estate, Inc.

Signature: [Signature]

Title: President

Date: November 16, 2022

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16<sup>th</sup> day of November, 2022, by Luther Burl Wilson (name) as President (title of officer) of Wilson Real Estate, Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Leah Ross Springer

Notary Commission Number and Expiration: April 10, 2025

(AFFIX NOTARY SEAL)

44105455



## Proposers Incorporation Information

(Submittal Page)

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

Company Name: Wilson Real Estate, Inc.

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

TIN #: 593498039

Address: 4651 Sherwood Lane

City: Lakeland

State: Florida

Zip Code: 33813

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: Luther Burl Wilson

Phone Number: 863.683.4116

Cell Phone Number: 863.559.6841

Email Address: lutherbwilson@gmail.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 firm must complete and submit this form prior to award. The Successful firm must invoice using the company name listed above.

**Request for Taxpayer  
Identification Number and Certification**

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

Name (as shown on your income tax return)  
**Wilson Real Estate, Inc.**

Business (name/disregarded entity name) (different from above)

Check appropriate box for federal tax classification:  
☐ Individual sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate  
☐ Limited liability company, enter the tax classification (C, S, partnership, etc.) ☐ Exempt payee  
☐ Other (see instructions, if any)

Address (number, street, and apt. or suite no.)  
**PO Box 2363**  
City, state, and ZIP code  
**Lakeland, Florida 33806**

Requester's name and address (optional)

List account number(s) (none optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

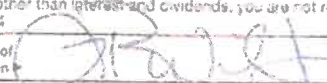
Employer identification number									
5	9	-	3	4	9	8	0	3	9

**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 and dividends, and (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).

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here:  Date: **26 Feb 2013**

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (and, using a resident alien), to provide your correct TIN to the person requesting it and, where applicable, to:

- Certify that the TIN you are giving is correct or you are waiting for a number to be issued;
- Certify that you are not subject to backup withholding; or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note, if a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form. It is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust as defined in Regulations section 301.7701-7j.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.





## State of Florida

Chief Financial Officer  
Department of Financial Services  
Bureau of Accounting  
200 East Gaines Street  
Tallahassee, FL 32399-0354  
Telephone: (850) 413-5519 Fax: (850) 413-5550

### Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

Taxpayer Identification Number (FEIN): 59-3488039  
IRS Name: WILSON REAL ESTATE INC

Address: P.O. BOX 2383  
LAKELAND, FL  
33806-2383

Business Designation: S Corporation

#### Certification Statement:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information AND
2. 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 failure to report all interest or dividends, or  
(c) the IRS has notified me that I am no longer subject to backup withholding AND
3. I am a U.S. citizen or other U.S. person (including U.S. resident alien)

Preparer's Name: L. BURL WILSON, JR  
Preparer's Title: PRESIDENT  
Phone: 863-683-4116  
Email: BWilson@wreinc.net

Date Submitted: 01/14/2014