

## **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 The Spivey Group, Inc. (the “Firm”) a Florida corporation, located at 1700 N. Orange Ave, Suite 300, Orlando, FL 32804, and whose Federal Employer Identification Number is 01-0595728.

**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, 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:** The Spivey Group, Inc.  
1700 N. Orange Ave, Suite 300  
Orlando, FL 32804  
Attention: Glen Spivey

## **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: Glen L. Spivey, MAI – President

Name: Ted Hastings, III, MAI, SRA – Treasurer

Name: Robert W. Simmons, Jr. – Vice President

Name: Steve Sheiman – Appraiser

Name: Jeffery T. Sanford – Manager of the Residential Appraisals

Name: Erin Minnick – Projects Coordinator

### **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

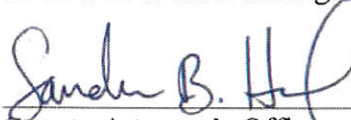
**Polk County**, a political subdivision  
of the State of Florida

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

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

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

Review as to form and legal sufficiency

  
County Attorney's Office      2/17/23  
Date

**ATTEST:**

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

Glen Spivey  
[Print Name]

DATE: 02/27/2023

SEAL



The Spivey Group, Inc.  
a Florida corporation

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

Glen Spivey  
[Print Name]

President  
[Title]

DATE: 02/27/2023



# ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27<sup>th</sup> day of February, 2023 (Date) by Glen Spivak (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 27<sup>th</sup> day of February, 2023 (Date).

Erin E Minnick (Official Notary Signature and Notary Seal)

Erin E Minnick (Name of Notary typed, printed or stamped)

Commission Number HH 014326 Commission Expiration Date 06/24/2024



# 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.

Sealed Bid. DO NOT OPEN	
<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@polkcountypa.com 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.**

---

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.

EXHIBIT "Aii"

## THE SPIVEY GROUP, INC.

REAL ESTATE APPRAISERS • CONSULTANTS • REALTORS

WWW.SPIVEYGROUP.COM

GLEN L. SPIVEY, MAI

PRESIDENT

ST. CERT. GEN. REAL ESTATE APPRAISER RZ1388

November 11, 2022

ROBERT W. SIMMONS

VICE PRESIDENT

ST. CERT. GEN. REAL ESTATE APPRAISER RZ1736

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

RE: Request for Proposal - RFP #22-602, Appraisal and Appraisal Review Services – Eminent Domain

Dear Polk County Procurement Division:

Thank you for the opportunity to submit for Appraisal and Appraisal Review Services for Polk County. The following is our proposal which is written in the order of the proposal instructions:

- **Introduction – Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person.**

The Spivey Group, Inc., formerly known as Hastings and Spivey, Inc., has an exemplary record of providing quality eminent domain appraisals in a professional and timely manner for over 30 years. We have five experienced appraisers in our litigation section and two of the appraisers are MAI members of the Appraisal Institute. All five of our appraisers are full-time employees and do not work with other offices and have exclusively worked with our company for over 22 years.

I, Glen Spivey, am President and person who can bind the company. As indicated below, our company has offices in both Orlando and Tequesta and includes the addresses and phone numbers for each office. My email address is [gspivey@spivey-group.com](mailto:gspivey@spivey-group.com).

Sincerely,



Glen L. Spivey, MAI, President

State-Certified General Real Estate Appraiser RZ1388

RESPOND TO:

☐ 399 TEQUESTA DRIVE  
SUITE 101  
TEQUESTA, FL 33469  
(561) 748-1151 OFFICE  
(561) 748-1152 FAX

☐ 1700 NORTH ORANGE AVENUE  
SUITE 300  
ORLANDO, FL 32804  
(407) 423-1430 OFFICE  
(407) 422-2237 FAX

- **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 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.)**

Land and Improvements with major cost to cure (Commercial Property) – SR 804 (Boynton Beach Blvd.), FP 435804-1, Parcel 104/711

- Client name: FDOT District 4
- Contact person: Stephen Fisher
- Contact's phone number and email address: (954) 777-4246 & stephen.fisher@dot.state.fl.us
- Cost of the services: \$91,675.00
- Start and end date of project: 02/08/2021 – 07/08/2021
- Brief description of the services provided: Parcel 104/711 is a property located along SR 804 in Palm Beach County and is improved with a 24,290 square foot neighborhood retail center consisting of 13 tenants. The site includes a zoning of C2, Neighborhood Commercial with a future land use of LRC, Local Retail Commercial by the city of Boynton Beach. The appraisal report valued land and improvements utilizing the Market Approach to value the land and the Market Approach and Income Approach to estimate the value of the subject as improved. The acquisition was a 3,971 square foot fee taking along Boynton Beach Blvd. The acquisition included landscaping, signage and impacted a row of parking. A cost to cure was necessary to relocate the business ID signage and redevelop parking. The proposed cure plan restored 106 parking spaces; however, there was a net loss of 11 spaces and eliminated a landscape median in the center of the parking lot. Coordination and a submittal to the City of Boynton Beach was necessary to obtain reasonable assurance that a Certificate of Conformity would be successfully obtained for a redevelopment plan. A parking study was completed to measure any resulting damages to the improvements. We were able to mitigate \$1,448,800 in damages with a \$372,645 cure.
- Copy of full appraisal report: See included USB thumb drive.

Land and Improvements with major cost to cure (Special Purpose Property) – West Pipkin Road Project  
East Portion, Project No. 5400128, Parcel 102/103/708

- Client name: Polk County
- Contact person: R. Wade Allen
- Contact's phone number and email address: (863) 534-2577 & wadeallen@pol-county.net
- Cost of the services: \$44,700.00
- Start and end date of project: 03/06/2020 – 07/30/2020
- Brief description of the services provided: Parcel 102/103/708 is a property located at the northwest corner of W. Pipkin Road and San Antonio Drive in Polk County. The site includes 15.123 acres that analyzed as five separate tracts and is improved with six buildings that are utilized as a church. The site includes a future land use of RL-3, Residential Low by Polk County. The appraisal report valued land and improvements utilizing the Market Approach to value the land and the Cost Approach to estimate the value of the subject as improved. The acquisition was a two part taking containing 0.098 acres along W. Pipkin Road. The acquisition included asphalt paving, a tree, sod, potable water service line, a concrete pad with steel boards and a backflow preventor. The acquisition also resulted in a loss of 23 paved parking spaces with direct access to W. Pipkin Road. A cost to cure was necessary to redevelop parking.
- Copy of full appraisal report: See included USB thumb drive.

Land and Affected Improvements – SR 400, FP 242484-8, Parcel 122

- Client name: FDOT District 5
- Contact person: William K. Hurt, Jr.
- Contact's phone number and email address: (321) 319-3076 & k.hurt@gaiconsultants.com
- Cost of the services: \$20,000.00
- Start and end date of project: 09/29/2021 – 12/13/2021
- Brief description of the services provided: Parcel 122 is a property located at the northeast corner of State Road 50 and Vineland Avenue in Orange County. The site comprises 7.608 acres with a PD, Planned Development zoning and C, Commercial future land use by Orange County and is improved with three restaurants, Bahama Breeze, Golden Corral and BJ's Restaurant & Brewhouse. According to the subdivision plan, the subject is identified as 4 lots. While the tracts had not been separated legally, the lots were permitted individually and could be replatted and sold off separately if the owner chose. Thus, we appraised the subject as four separate economic units. The appraisal report valued land and affected improvements utilizing the Market Approach to value the land. The acquisition was a two-part taking containing 4,623 square feet along Vineland Avenue. The acquisition included asphalt, concrete sidewalk, landscaping, irrigation and trees. A cost to cure was necessary to replace landscaping and modify the irrigation.
- Copy of full appraisal report: See included USB thumb drive.

Review Appraiser Report – Tilden Road and Tiny Road, Project 444788-1-48-01, Parcel 1001/8001

- Client name: Central Florida Expressway (CFX)
- Contact person: Laura Newlin Kelley
- Contact's phone number and email address: (407) 690-5000 & lnk@cfxway.com
- Cost of the services: \$5,365.00
- Start and end date of project: 07/16/2021 – 08/03/2021
- Brief description of the services provided: Parcel 1001/8001A/8001B is a property located at the southeast corner of Tilden Road and Tiny Road in Orange County and owned by CFX. The site comprises 1.48 acres of land with an A-1, Citrus Rural zoning and Rural future land use by Orange County. The purpose of the review assignment was to advise CFX of our review opinion of total compensation reported by another appraiser who prepared an appraisal for Orange County. After the review of the appraisal report, we concurred with most of the information; however, we rejected the valuation of land and improvements for Parcels 8801A and 8801B. The other appraisal utilized government land sales to value the land. We did not believe that the sales meet the definition of arm's length, did not account for any corridor enhancement factor and were not appropriate to use to value the abbreviated parent tracts. We believed the appropriate methodology to value Parcels 8801A and 8801B is across the fence valuation method. The other appraiser concluded to a land value of \$3.75 per square foot while we concluded to a value of \$7.50 per square foot. Additionally, the appraisal report reviewed did not value the improvements for Parcel 8801A while we valued them at \$2,100.
- Copy of full appraisal report: See included USB thumb drive.



- **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).**

I have qualified as an expert in real estate appraisal and testified at over 130 order of taking hearings, fifteen jury trials and attended 75+ depositions. Additionally, I have qualified as an expert in the courts of Hillsborough, Nassau, Pasco, Pinellas, Lee, Manatee, Lake, Polk, Orange, Seminole, Indian River, St. Lucie, Sumter, DeSoto and Palm Beach counties. The following is an outline of Order of Taking Hearings and Trials over the last five years:

DATE	COUNTY	PROJECT	CLIENT	CONDEMNING AUTHORITY ATTORNEY	LANDOWNER'S ATTORNEY	TYPE
2022	Lee	Hanson St	Owner	Carlos Kelly	Jackson Bowman	Trial
2021	St. Lucie	A1A	FDOT 4	Kevin Moot	Charles Stratton	OT
2020	Madison	NFRC	Gulf Power	Juan Muniz	William Fixel	OT
2020	Manatee	US 41	FDOT 1	Ken Hadley	Paul Bain	OT
2019	Hillsborough	SR 574	FDOT 7	Aloyma Sanchez	Fred Werdine	OT
2019	Hillsborough	SR 574	FDOT 7	Aloyma Sanchez	Paul Bain	OT
2018	Seminole	Wekiva 8	FDOT 5	Tim Dix	Felecia Ziegler	OT
2018	Lake	CR 46A	FDOT 5	Jad Brewer	Andrew Brigham	Trial
2017	St. Lucie	CR 712	FDOT 4	Marcie McDonie	Charlie Stratton	Trial

- **Provide a list of 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).**

NTP Date	Completion Date	Project	Client	Parcels
10/05/2022	03/31/2023±	SR 400, FP 2424848	FDOT 5	24
07/15/2021	03/31/2023±	Lake Orange Connector	CFX	15
03/11/2022	10/13/2022	SR 50, FP 4358594	FDOT 5	58
06/17/2022	09/14/2022	SR 400, FP 2424848	FDOT 5	1
09/29/2021	12/28/2021	SR 400, FP 2424848	FDOT 5	6
02/08/2021	07/08/2021	SR 804, FP 4358041	FDOT 4	21
03/06/2020	09/11/2020	West Pipkin Road East Portion, Project No. 5400128	Polk County	20
08/29/2019	03/09/2020	West Pipkin Road, Project No. 5400128	Polk County	30
08/07/2019	02/07/2020	North Florida Resiliency Connection, Madison County	Gulf Power	81
07/16/2019	01/24/2020	SR 400, FP 4411131	FDOT 5	14
02/18/2019	07/26/2019	US 41, FP 4335921	FDOT 1	44
01/16/2019	06/17/2019	SR A1A, FP 4299362	FDOT 4	14
02/20/2019	04/30/2019	SR 400, FP 4314561	FDOT 5	1
09/13/2017	08/13/2018	SR 400, FP 2424847	FDOT 5	18
08/22/2017	11/17/2017	I-4, FP 2424848	FDOT 5	1

- **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.**

All appraisal assignments are subject to an office "Project Control Plan." The "Quality Control Plan" is written by the appraiser of record, Glen Spivey, MAI and is the first activity upon authorization and notice to proceed. The appraiser of record is responsible for organizing and supervising the division of work effort depending on the past experience of each associate appraiser. A specific "Quality Control Plan" may be one that is existing or it may be adopted or modified to the subject assignment. If there are no modifications, the Project Control Plan then becomes the Quality Control Plan.

All quality control procedures are applied to the comparable sales and rentals, individual appraisals, market and severance studies, and sub-consultant reports. The division of work effort does not diminish or relieve the appraiser of record from total responsibility for the value conclusion, cost to cure solutions and sub-consultant work efforts. The appraiser of record is personally responsible for the inspection of each parcel and every comparable sale or rent comparable. The appraiser of record is responsible for the conclusion of highest and best use, selection of the comparable sales, appraisal technique, methodology of solving the appraisal problem and the acceptance of sub-consultant reports.

The "Project Manager" (PM) will be Steve Sheiman or Jeffery Sanford and will be responsible for coordination with the appraiser of record for quality control of the assignment including parcel assignments to associates and division of work effort for research. The "Project Manager" is responsible for consistency in unit values, methodology, completeness and accuracy.

The "Quality Control Reviewer" (QCR) is Robert Simmons, Jr. may assist as a secondary appraiser of record and will be responsible for the administration of the quality control plan including maintaining a check off list of items of critical importance to the appraisal process by parcel and maintenance of the quality control review log indicating review approval of each parcel by the three reviews demanded in the quality control plan including the review approval of the appraiser of record, project manager, and quality control reviewer.

Ted Hastings III, MAI, SRA may assist as a secondary appraiser of record and Quality Control Reviewer and will assist with reviewing appraisals and data for accuracy, consistency, methodology and compliance with case law.

A "Quality Audit Team" (QAT) is composed of the appraiser of record, project manager, quality control reviewer, and sub-consultants and is responsible for measuring the success of the quality control plan. After assembling the team, a report should be submitted to determine compliance with the policies set forth in the plan and any changes in policy that would improve quality control of the work product.

A "Peer Review" is the final quality control review to be performed if required by Polk County. A "peer review" is usually composed of outside experienced appraisers and sub-consultants not employed by The Spivey Group, Inc. This review is a comprehensive examination of the technical aspects of the appraisal submitted to Polk County.

- **Describe the firm's current workload, daily ability to handle the scope of services and experience with providing similar size and scope of work as outlined in this RFP. (1 page, single or double sided)**

Currently we have 10 parcels along Interstate 4 in Orange County for FDOT District 5 and 15 parcels for the Lake Orange Connector in Lake County for Central Florida Expressway. Additionally, we have various updates for parcels along SR 804 in Palm Beach County for FDOT District 4. We are also expecting to begin work on more parcels for the I-4 Beyond the Ultimate in Orange County for FDOT District 5 next month and Poinciana Parkway in Polk County for Central Florida Expressway beginning of next year.

The Spivey Group, Inc. has the ability to handle the scope of services required by Polk County. Over the last five years, Glen Spivey has completed 40+ FDOT, County and Utility Company projects involving over 1,000 parcels which included large commercial, industrial, 1-4 unit residential properties, speculative high rise condominium developments, waterfront commercial sites, golf courses, recreational parks, marinas, billboards, agricultural uses, single family residential, mobile home parks, multi-family sites, hotels, orange groves, churches, convenience store with gas facility and other various properties. These projects included a variety of complex valuation problems including loss of front yard/rear yard setbacks, proximity to elevated expressways, proximity to gas pipelines, proximity of powerlines, loss of parking, change in access and riparian rights. The majority of the projects required management of subconsultants and all were delivered on a timely basis. The Spivey Group, Inc. has and will continue to maintain a high level of quality and punctuality with each and every assignment.

- 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**

In 1997, Glen Spivey was awarded his first project as an appraiser of record for FDOT District 1. The project was on SR 82 in Lee County. Additionally, Glen was awarded his first project with Polk County in 2001 for the Marcum Road expansion. Over the last twenty five years, Glen has worked on multiple projects and had contracts with FDOT District 1, FDOT District 2, FDOT District 4, FDOT District 5, FDOT District 6, FDOT District 7, FDOT Turnpike, Indian River County, Polk County, Hillsborough County, Osceola County, Orange County, Palm Beach County, Florida Power & Light and Duke Energy.

The following is a list of some projects we have completed within Polk County:

Notice to Proceed Date	Project	Client	Parcels
12/13/2005	CR 54 @ Champions Gate Blvd. (P-04-4037)	Polk County	2
08/31/2005	Berkley Road Phase II (P-03/3052)	Polk County	10
05/16/2006	CR 540A (P-03-3048)	Polk County	36
10/24/2006	CR-37B (Lakeland Highlands Road) (P-06-6030)	Polk County	40
02/23/2007	Clubhouse Rd @ US Hwy 98 (5400059)	Polk County	1
04/26/2007	Pace Road (05019)	Polk County	3
04/09/2008	West Pipkin Rd (06041)	Polk County	7
06/25/2008	Kathleen Rd Phase II (06032 & 5400036)	Polk County	97
07/16/2008	CR 559A (5400042)	Polk County	1
08/28/2008	Thompson Nursery Road (06038)	Polk County	21
02/06/2009	CR-37B (Lakeland Highlands Road) (06030)	Polk County	11
02/10/2009	Cypress Gardens Blvd (P-06043)	Polk County	2
02/13/2009	Helena Road Improvement (06044)	Polk County	13
06/04/2009	Berkley Road Phase IV & CR 559-A (5400042)	Polk County	60
11/11/2010	Ernie Caldwell Blvd, Phase I	Raymond Harris, esq	1
07/13/2011	SR 17 (Scenic Hwy)	FDOT 1	3
11/01/2011	I-4 @ US 98	FDOT 1	1
12/16/2011	SR 400 (I-4)	FDOT 1	1
03/29/2012	NWRUSA Water Main Improvements (6833015)	Polk County	14
11/06/2012	Ernie Caldwell Blvd. Phase III (0600010)	Polk County	13
04/12/2013	Shady Brook Utility Easement	Polk County	1
05/20/2013	Old Bartow Lake Wales Road Bridge Replacement (5400086)	Polk County	2
11/15/2013	South Lake Reedy Bridge Replacement (5400082) – Review Appraisal	Polk County	1
08/05/2014	Southland Preserve	Polk County	1
11/03/2014	Gibson Oaks	Polk County	1
12/08/2014	Bartow Northern Connector	Polk County	13
10/30/2015	Kathleen Road Surplus Parcels	Polk County	1
09/15/2016	West Pipkin Road (5400041)	Polk County	1

09/19/2017	Bates Road at US Hwy 17-92 (5400111)	Polk County	1
10/26/2017	Northridge to West Davenport	Duke Energy	10
08/09/2018	Ft. Meade to West Lake Wales	Duke Energy	2
02/20/2019	SR 400 (FP 4314561)	FDOT 5	1
04/09/2019	Barnum City Grove	Polk County	1
08/29/2019	West Pipkin Road (5400128)	Polk County	30
10/10/2019	Bomber Road Sidewalk and Drainage	Polk County	1
03/06/2020	West Pipkin Road East Portion (5400128)	Polk County	20
06/04/2020	Sunset Trail Drainage Improvements	Polk County	1
03/25/2021	South Blvd.	Duke Energy	1
06/02/2021	Lake Reedy Road Bridge	Polk County	1
07/12/2021	Thompson Nursery Road	Polk County	1

The following is a list of some projects we have worked on with the condemnee within the State of Florida:

Notice to Proceed Date	Project	Client	Parcels
06/26/2006	Maitland Extension	Kurt Bauerle, esq.	1
09/13/2006	SR 414	Felecia Ziegler, esq.	1
06/26/2007	Maguire Road	James Helinger, esq.	1
04/01/2008	Veterans Expressway	James Helinger, esq.	1
03/17/2009	Green River Pkwy	Paul Bain, esq.	1
03/10/2010	Hand Surgery	H. Timothy Hanlan	1
11/07/2013	A1A Bike Lane Project	Paul Bain, esq.	1
06/14/2013	Seminole Pratt Whitney Road	Andrew Diaz, esq.	1
12/17/2013	S. Ocean Dr.	Ethan Loeb, esq.	1
04/25/2014	SR 63	Fred Werdine, esq.	1
06/29/2015	Boutwell Road	Adams Weaver, esq.	3
08/04/2015	Lake Nona Blvd.	James Helinger, esq.	1
07/11/2016	Boyette Road	James Helinger, esq.	1
02/20/2017	One Watermark	Adams Weaver, esq.	1
04/27/2017	Dundee Road	James Helinger, esq.	1
05/22/2017	Windermere	Jay Small esq.	1
01/30/2019	Oak Street Widening	Brian Smith, esq.	1
03/28/2019	SR 93	Lorena Ludovici, esq.	1
06/18/2019	Mid-Reach Beach Restoration	Blake Gaylord, esq.	1
09/06/2019	Hanson Street Extension Project	Bill Moore, esp.	3
02/08/2021	FTE/FDOT Project Central Polk Pkwy	Polk County	1







Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**SPIVEY, GLEN LARGEN**  
1700 NORTH ORANGE AVENUE SUITE 300  
ORLANDO FL 32804

**LICENSE NUMBER: RZ1388**

**EXPIRATION DATE: NOVEMBER 30, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

- **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.**

Over the last 25 years, Glen Spivey has completed numerous reviews of condemning authority eminent domain appraisals throughout Florida. Glen has worked for the condemning authority as both a review appraiser for a project and as an expert witness in reviewing specific appraisals. Additionally, Glen has worked for property owners and reviewed the condemning authority's appraisal to assist the owner's attorney with estimating market value and recommended compensation of an acquisition.

- **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.**

The Spivey Group, Inc. has an excellent record of meeting deadlines which has led to long term client relationships including Polk County, Hillsborough County, FDOT Districts One, Two, Four, Five, Seven and Turnpike Enterprises. Our office takes a proactive approach by developing an initial schedule for the client and subconsultants that is monitored and maintained throughout the project. Additionally, we have a long standing and strong relationship with our subconsultants which has allowed us to successfully complete large projects on a timely basis.

Given the experience and size of our staff as well as our long-term relationships with subconsultants, The Spivey Group, Inc. can handle large projects with a short notice; however, much of the delivery schedule is dependent on the size and impacts of the project in addition to varying property types. Our firm has completed 60 parcel projects with subconsultants within as little as 90 days and 81 parcel project with no subconsultants within 100 days.

The Spivey Group, Inc. has been able to meet overlapping deadlines for multiple clients while keeping an excellent record of producing a quality product and meeting deadlines. Also, our office views quality of work as a priority over production. Therefore, we will decline assignments if the project is anticipated to over burden our office.

- **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.**

The Spivey Group, Inc., formerly known as Hastings and Spivey, Inc., has an exemplary record of providing quality eminent domain appraisals in a professional and timely manner. We have five experienced appraisers in our litigation section and two of these appraisers are MAI members of the Appraisal Institute. All of our appraisers are full-time employees and do not work with other offices. Glen Spivey, Ted Hastings, Steve Sheiman and Jeff Sanford work out of our Tequesta office and Bob Simmons works out of our Orlando office. All five appraisers listed below have exclusively worked with our company for over 20 years.

Glen L. Spivey, MAI is a State-Certified General Real Estate Appraiser with over 30 years of eminent domain appraisal experience. Glen has a four year degree in finance from Florida Southern College and has been an MAI since 1994. Mr. Spivey will be the Appraiser of Record for all projects and will manage and oversee the entire project and will communicate exclusively with the County from acquisition through trial. The appraiser of record will control all decision making of highest and best use, value conclusions and cure designs. Lastly, the appraiser of record is responsible for organizing and supervising the division of work effort depending on the past experience of each associate appraiser.

Ted Hastings III, MAI, SRA is a State-Certified General Real Estate Appraiser and has over 50 years of eminent domain appraisal experience. Ted has a four year degree from Stetson University with a major in real estate and has been active in condemnation appraisals since 1965. Mr. Hastings will assist with reviewing appraisals and data for accuracy, consistency, methodology and compliance of case law.

Robert W. Simmons is a State-Certified General Real Estate Appraiser and may also work jointly with me on data research, writing of appraisals and review. Robert has a four year degree in economics from Rollins College. Mr. Simmons has been employed with our company for over 30 years and has specialized in condemnation and litigation appraisal assignments.

Steve J. Sheiman is a State-Certified General Real Estate Appraiser and may work directly with me on data research and writing of appraisals and supporting documentation. Mr. Sheiman has worked with our company since 1997 and has a four year degree in mathematics from the University of North Florida. Mr. Sheiman has worked exclusively on eminent domain assignments for The Spivey Group, Inc. since 1997.

Jeffery Sanford, State-Certified General Real Estate Appraiser and has been with The Spivey Group, Inc. since July of 1998. Mr. Sanford earned a four year degree from the University of Central Florida while working with our company. Jeffery has significant experience with data research, analysis and report writing on condemnation and litigation appraisal assignments.

Erin Minnick is a Registered Trainee Appraiser and has been with The Spivey Group, Inc. since 2012. Mrs. Minnick is our projects coordinator and earned a four year degree from Gonzaga University. Erin may assist in data research, analysis, report writing, site inspections, and preparation of exhibits.

- **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)**

The following pages are the resumes for the appraisers with The Spivey Group, Inc. that will contribute to assignments for Polk County.

**GLEN L. SPIVEY, MAI**  
**PROFESSIONAL QUALIFICATIONS**  
**399 Tequesta Drive, Suite 101, Tequesta, Florida 33469**

**PROFESSIONAL DESIGNATIONS AND LICENSES:**

MAI #10436 - The Appraisal Institute	1994
State-Certified General Appraiser RZ1388 – The State of Florida	1992
Florida Real Estate Broker's License #3007635	1992

**EDUCATION:**

Florida Southern College: Bachelor of Science (1988), Major: Accounting and Business Finance

Completed the following Appraisal Institute courses:

Business Practices and Ethics	2019
Business Practices and Ethics	2014
Appraisal Curriculum Overview-General Package	2009
Appraisal Curriculum Overview- Residential Package	2009
Uniform Standards of Professional Appraisal Practice	2008
400 Uniform Standards of Professional Appraisal Practice	2004
420 Business Practices and Ethics	2004
410 "Standards of Professional Practice, Part A"	1999
420 "Standards of Professional Practice, Part B"	1999
430 "Standards of Professional Practice, Part C" (Attendance Only)	1999
II20 "Appraisal Procedures"	1993
II540 "Report Writing and Valuation Analysis"	1993
SPP "Standards of Professional Practice, Part B"	1993
2-1 "Case Studies in Real Estate Valuation"	1992
SPP "Standards of Professional Practice, Part A"	1991
1-BA "Capitalization Theory and Techniques, Part A"	1990
1-BB "Capitalization Theory and Techniques, Part B"	1990
1A-1 "Real Estate Appraisal Principles"	1989
8-2 "Residential Valuation"	1989

I have qualified as an expert in real estate appraisal and testified at over 130 order of taking hearings, fifteen jury trials and attended 75+ depositions. Additionally, I have qualified as an expert in the courts of Hillsborough, Nassau, Pasco, Pinellas, Lee, Manatee, Lake, Polk, Orange, Seminole, Indian River, St. Lucie, Sumter, DeSoto and Palm Beach counties.

**PROFESSIONAL EXPERIENCE:**

President and founder of The Spivey Group, Inc., a corporation engaged in real estate appraisal and brokerage since April of 2002.

Employed by Hastings & Spivey, Inc., from May of 1992 to April of 2002, as Vice President engaging in a variety of eminent domain and mortgage related valuations of all types of properties.

Employed by Appraisal and Acquisition Consultants from April of 1991 to May of 1992 as an independent contractor engaging in a variety of mortgage, bankruptcy and eminent domain related valuations involving residential, commercial, industrial, and special purpose properties.

Employed by Hastings & Associates, Ltd., Inc. from August of 1988 to April of 1991 as a staff appraiser engaging in a variety of eminent domain related valuations.

**QUALIFICATIONS OF**  
**TED HASTINGS III, MAI, SRA**  
**State-Certified General Appraiser RZ41**

**BIOGRAPHIC DATA:**

Born in Orlando, Orange County, Florida on July 27, 1936, and graduated from Edgewater High School in June, 1954.

**EDUCATION ATTAINMENTS:**

Graduated from Stetson University, DeLand, Florida, June, 1960 with a Bachelor of Science Degree and a major in Real Estate.

Completed and received passing grades on the following courses sponsored by the American Institute of Real Estate Appraisers:

Course I Basic Principles	1964
Course II        Urban Case Studies	1974
Course IV        Condemnation	1971

Completed and received passing grades on the following courses sponsored by the Society of Real Estate Appraisers:

Course I Residential Appraising	1960
Course 101       Principles & Practices	1969
Course 201       Principles of Income Property Appraising	1989

Completed and received passing grades on the following courses sponsored by the Appraisal Institute:

Advanced Sales Comparison and Cost Approach 530	1992
Capitalization Theory and Technique, Part B	1992
Standards of Professional Practice, Part A	1992
Standards of Professional Practice, Part B	1992
Highest and Best Use and Market Analysis, Course 520	1993
Advanced Applications, Course 550	1993
Comprehensive Appraisal Workshop (no test)	1994

Attended seminars and educational programs on real estate and appraisal subjects sponsored by the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers.

Satisfactory completion of the requirements of the Continuing Education Program of the Appraisal Institute.

**EXPERIENCE:**

Currently the Treasurer of The Spivey Group, Inc. from April 2002 to present, a corporation engaged in real estate appraising and consulting located at 1700 North Orange Avenue, Suite 300, Orlando, Florida, 32804.

President of Hastings & Spivey, Inc., from June 1, 1976 to March 31, 2002, a local corporation engaged in real estate appraising and consulting.

Vice-President or Officer of Cooper & Jones, Inc., a local real estate sales and appraisal firm, from March 1, 1966 until May 31, 1976.

Instructor in 1963 and 1964 for the Brevard County Board of Education at Brevard Junior College Evening Division for non-credit classes in Principles and Practices of Real Estate and Valuation in Real Estate.

Employed at Tucker & Branham, Inc., Orlando, Florida, a mortgage banking firm, from June 10, 1960 to March 1, 1966. In July 1962, was made the branch manager and staff appraiser for the Brevard County Office which made residential and commercial loans for life insurance companies.

**ROBERT W. SIMMONS, JR.**

**QUALIFICATIONS**

1700 N. Orange Avenue, Suite 300, Orlando, FL 32804

**BIOGRAPHIC DATA:**

Born in Orlando, Florida on March 21, 1964. Resident of Central Florida since 1964.

**EDUCATION ATTAINMENTS:**

Graduated from William R. Boone High School, Orlando, Florida. 1982

Attended Rollins College, Winter Park, Florida 1982-86

Received Bachelor of Arts Degree major in  
Economics from Rollins College, Winter Park, Florida. 1986

Florida Real Estate License 1988

Successful completion of course examinations:

CA-1: Certified Appraisal Course - 1.	1991
Real Estate Appraisal Principles	1991
Uniform Standards of Professional Practice	1991
Capitalization Theory and Techniques "A"	1992
Capitalization Theory and Techniques "B"	1992
Standards of Professional Practice Part "A"	1993
Standards of Professional Practice Part "B"	1993
Appraiser's Guide to URAR	1993
Continuing Education Program	1994
Standards of Professional Practice Part "B (430)	1999
Evaluations, Desktops and Limited Scope Appraisals	2020
Essential Elements of Disclosures and Disclaimers	2020
Appraising Today's Manufactured Homes	2020
That's a Violation	2020
2020-2021 National USPAP Course	2020
FL Appraisal Laws and Regulations	2020

**SEMINARS:**

Environmental Issues in Real Estate	2000
Environmental Considerations in Real Estate	2000
Red Flags - Property Inspection Guides	2000
CLE International – Eminent Domain – Tampa	2014
CLE International – Eminent Domain – Tampa	2017

Practicing Affiliate with the Appraisal Institute 2019

Florida State Certified General Real Estate Appraiser, RZ1736 1993

**PROFESSIONAL EXPERIENCE:**

Currently Vice President of The Spivey Group, Inc., a corporation engaged in real estate appraising and consulting, located at 1700 North Orange Avenue, Suite 300, Orlando, Florida, 32804, from April 1, 2002 to present as a residential, commercial and condemnation appraiser.

Employed by Hastings & Spivey, Inc., a corporation engaged in real estate appraising and consulting, located at 1137 Edgewater Drive, Orlando, Florida, from May 1991 to March 31, 2002 as a residential, commercial and condemnation appraiser.

Residential Real Estate Appraiser for Smith, Lyons Appraisal Services, Inc., a corporation engaged in real estate appraising and consulting, located at 401 Whooping Loop, Altamonte Springs, Florida, from August 1988 to May 1991.

Qualified as an expert witness in the following Florida Circuit Courts: Orange County, Nassau County, Alachua County, Indian River County, Marion County, Hillsborough County, Duval County and Putnam County.

Completed numerous residential and condemnation appraisal reports for lending institutions, government organizations, condemning authorities, individuals and attorneys within Orange, Seminole, Lake, Volusia, Brevard, Osceola, Marion, Sumter, Polk, Citrus, Pasco, Pinellas, Palm Beach, Nassau, St. Johns, Alachua, Leon, Putnam and Hillsborough counties.



**QUALIFICATIONS OF**  
**STEVE SHEIMAN**  
**399 Tequesta Drive, Suite 101**  
**Tequesta, Florida 33469**

**BIOGRAPHIC DATA:**

Born in Ft. Lauderdale, Florida on December 21, 1972.

**EDUCATION ATTAINMENTS:**

High School Degree:	Lake Brantley High School Altamonte Springs, Florida	1990
Bachelor of Arts Degree: with a major in Mathematics and a minor in Business Administration	University of North Florida, Jacksonville, Florida	1995

**APPRAISAL COURSES:**

Appraisal Board 1 (75 hour licensing course), Will Bowles School of Real Estate	1996
110 - Appraisal Principles - Appraisal Institute	1996
310 - Basic Income Capitalization - Appraisal Institute	1997
510 - Advanced Income Capitalization - Appraisal Institute	1998
Appraisal Board Course II (45 hours), Real Estate Education Specialists	1999
State-Certified General Appraiser #0002492	2000
Other completed courses: (2020)	
Florida Appraisal Laws and Regulations	
Appraising Small Apartment Properties	
Residential Property Inspection for Appraisers	
Complex Properties: The Odd Side of Appraisal	
USPAP	

**PROFESSIONAL EXPERIENCE:**

Currently employed by The Spivey Group, Inc. since April of 2002 as a staff appraiser engaging in a variety of eminent domain related valuations.

Employed by Hastings & Spivey, Inc. from April of 1997 to April of 2002 as a staff appraiser engaging in a variety of eminent domain related valuations.

Employed by Property Valuation from February 1996 to April 1997 as an associate appraiser engaging in a variety of mortgage valuations involving residential, commercial, industrial, and special purpose properties.

**QUALIFICATIONS**  
**JEFFERY T. SANFORD**  
**Cert. Gen. RZ#3547**

**BIOGRAPHIC DATA:**

Born in Jacksonville, Florida on November 30, 1977.

**EDUCATION ATTAINMENTS:**

Graduated from Duncan U. Fletcher High School, Neptune Beach, Florida.	1996
Attended the University of Central Florida, Orlando, Florida	1996-2001
Received Bachelor of Arts & Science Degree	2001
State-Registered Assistant Appraiser (Florida)	1998
State-Certified Residential Appraiser (Florida)	2002
State-Certified General Real Estate Appraiser RZ3547 (Florida)	2013

Successful completion of course examinations:

**Appraisal Courses:**

75 Hr Appraisal Course 1 (AB I)	1998
60 Hr Appraisal Course 2 (AB II)	2002
45 Hr Appraisal Course 2 (AB IIB)	2002
60 hour Appraisal Course 3 (AB III)	2007
30 Hr General Appraiser Site Valuation and Cost Approach	2012
30 Hr General Appraiser Report Writing and Case Studies	2012
30 Hr General Appraiser Market Analysis and Highest and Best Use	2012
30 Hr General Appraiser Sales Comparison Approach	2012
15 Hr Statistics, Modeling and Finance	2012

**Other Completed Courses: (2020)**

Florida Appraisal Laws and Regulations  
Appraising Small Apartment Properties  
Residential Property Inspection for Appraisers  
Complex Properties: The Odd Side of Appraisal  
USPAP

**SEMINARS:**

Systems 4 Workstation Seminar (Multiple Listing Service)	1998
MLX Systems Seminar (Multiple Listing Service)	2002

**PROFESSIONAL EXPERIENCE:**

Currently employed by The Spivey Group, Inc., a corporation engaged in real estate appraising and consulting, located at 399 Tequesta Drive, Tequesta, Florida 33469, from April 1, 2002 to present as a residential and condemnation appraiser. Current position in the company is the Manager of the Residential Appraisal Division and an appraiser working on various eminent domain assignments.

Employed by Hastings & Spivey, Inc., a corporation engaged in real estate appraising and consulting, located at 1137 Edgewater Drive, Orlando, Florida, from July 1998 to March 31, 2002 as a researcher, residential and condemnation appraiser.

## QUALIFICATIONS

### ERIN MINNICK

#### BIOGRAPHIC DATA:

Born in Edmonds, Washington on March 21, 1982.

#### EDUCATION ATTAINMENTS:

Graduated from Marist High School, Eugene, Oregon 2000

Attended Gonzaga University, Spokane, Washington 2000-2004

Received Bachelor of Business Administration Degree 2004  
with a major in Human Resource Management and Marketing

Successful completion of course examinations:

30 Hr Basic Residential Appraisal Principles 2016

30 Hr Basic Residential Appraisal Procedures 2016

25 Hr Florida Appraisal Law 2016

3 Hr National Appraising for Supervisor and Trainee 2016

15 Hr USPAP 2016

Successful completion of continuing education: (2020)

Florida Appraisal Laws and Regulations

Appraising Small Apartment Properties

Residential Property Inspection for Appraisers

Complex Properties: The Odd Side of Appraisal

USPAP

Registered Trainee Appraiser RI24242

#### PROFESSIONAL EXPERIENCE:

Currently employed by The Spivey Group, Inc., a corporation engaged in real estate appraising and consulting, located at 399 Tequesta Drive, Tequesta, Florida 33469, from December 26, 2012 to present as projects coordinator and a registered trainee appraiser working on various eminent domain assignments.

Worked as a Realtor for Coldwell Banker Bain, with a focus on working with buyers and sellers in the residential real estate market, located at 1200 Westlake Avenue, Seattle, Washington from September 2004 to October 2012.

Employed by The Golf Channel Amateur Tour as a tour director to manage and plan golf tournaments both nationally and in the greater Seattle area from December 2010 to October 2012.

- **Provide reference surveys from past clients for the projects identified under Tab 2.**

The following pages are surveys completed by several of our clients. FDOT District 4 has opted not to fill out the surveys as this is against policy; however, Victor Ramos, Deputy Right-of-Way Manager, at (954)777-4257 or Stephen Fisher, Review Appraiser, at (954) 777-4246 can be contacted as a reference of past work.

### Survey Questionnaire – Polk County

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

To: Michael McPhail (Name of Person completing survey)

FDOT 5 (Name of Client Company/Firm)

Phone Number: (386) 943-5071 Email: michael.mcphail@dot.state.fl.us

Total Annual Budget of Entity \$1,537,623.00 ±

Subject: Past Performance Survey of Similar work:

Project name: SR 50, FP 4358594

Name of Firm being surveyed: The Spivey Group, Inc.

Cost of Services: Original Cost: \$1,225,780.00 ± Ending Cost: \$1,227,780.00 ±

Contract Start Date: 03/11/2022 Contract End Date: 10/13/2022

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	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 MICHAEL L. MCPHAIL

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: eminnick@spivey-group.com or (561) 748-1152

### Survey Questionnaire – Polk County

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

To: William K. Hurt, Jr. (Name of Person completing survey)

FDOT 5 (Name of Client Company/Firm)

Phone Number: (321) 319-3076 Email: k.hurt@gaiconsultants.com

Total Annual Budget of Entity \$1,537,623.00 ±

Subject: Past Performance Survey of Similar work:

Project name: SR 400, FP 2424848

Name of Firm being surveyed: The Spivey Group, Inc.

Cost of Services: Original Cost: \$149,250.00 ± Ending Cost: \$156,150.00 ±

Contract Start Date: 06/17/2022 Contract End Date: 09/14/2022

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	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 William K. Hurt, Jr.

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: eminnick@spivey-group.com or (561) 748-1152

### Survey Questionnaire – Polk County

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

To: William K. Hurt, Jr. (Name of Person completing survey)

FDOT 5 (Name of Client Company/Firm)

Phone Number: (321) 319-3076 Email: k.hurt@gaiconsultants.com

Total Annual Budget of Entity \$262,905.00 ±

Subject: Past Performance Survey of Similar work:

Project name: SR 400, FP 2424848

Name of Firm being surveyed: The Spivey Group, Inc.

Cost of Services: Original Cost: \$121,320.00 ± Ending Cost: \$163,040.00 ±

Contract Start Date: 09/29/2021 Contract End Date: 12/28/2021

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 William K. Hurt, Jr.

Signature of Evaluator: 

Please fax or email the completed survey to: eminick@spivey-group.com or (561) 748-1152

### Survey Questionnaire – Polk County

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

To: Christine Peterson Real Estate Services (Name of Person completing survey)

Polk County (Name of Client Company/Firm)

Phone Number: (863) 534-2584 Email: christinepeterson@polk-county.net

Total Annual Budget of Entity \$263,675.00 ±

Subject: Past Performance Survey of Similar work:

Project name: West Pipkin Road East Portion, Project No. 5400128

Name of Firm being surveyed: The Spivey Group, Inc.

Cost of Services: Original Cost: \$192,575.00 ± Ending Cost: \$214,775.00 ±

Contract Start Date: 03/06/2020 Contract End Date: 09/11/2020

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 Christine Peterson, Senior Professional

Signature of Evaluator: Christine Peterson 11-03-2022

Please fax or email the completed survey to: eminnick@spivey-group.com or (561) 748-1152



### Survey Questionnaire – Polk County

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

To: Christine Peterson Real Estate Services (Name of Person completing survey)

Polk County (Name of Client Company/Firm)

Phone Number: (863) 534-2584 Email: christinepeterson@polk-county.net

Total Annual Budget of Entity \$452,241.00 ±

Subject: Past Performance Survey of Similar work:

Project name: West Pipkin Road, Project No. 5400128

Name of Firm being surveyed: The Spivey Group, Inc.

Cost of Services: Original Cost: \$437,041.00 ± Ending Cost: \$442,041.00 ±

Contract Start Date: 08/29/2019 Contract End Date: 03/09/2020

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 11-03-2022

Please fax or email the completed survey to: eminnick@spivey-group.com or (561) 748-1152

### Survey Questionnaire – Polk County

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

To: Meier Wise (Name of Person completing survey)

Gulf Power (Name of Client Company/Firm)

Phone Number: (386) 366-0332 Email: meier.wise@fpl.com

Total Annual Budget of Entity \$755,000.00 ±

Subject: Past Performance Survey of Similar work:

Project name: North Florida Resiliency Connection

Name of Firm being surveyed: The Spivey Group, Inc.

Cost of Services: Original Cost: \$1,000,000.00 ± Ending Cost: \$798,431.00 ±

Contract Start Date: 08/07/2019 Contract End Date: 07/31/2022

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	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 Meier Wise

Signature of Evaluator: Meier Wise

Please fax or email the completed survey to: eminick@spivey-group.com or (561) 748-1152

### Survey Questionnaire – Polk County

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

To: William K. Hurt, Jr. (Name of Person completing survey)

FDOT 5 (Name of Client Company/Firm)

Phone Number: (321) 319-3076 Email: k.hurt@gaiconsultants.com

Total Annual Budget of Entity \$361,192.00 ±

Subject: Past Performance Survey of Similar work:

Project name: SR 400, FP 4411131

Name of Firm being surveyed: The Spivey Group, Inc.

Cost of Services: Original Cost: \$202,575.00 ± Ending Cost: \$219,575.00 ±

Contract Start Date: 07/16/2019 Contract End Date: 01/24/2020

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 William K. Hurt, Jr.

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: eminnick@spivey-group.com or (561) 748-1152

## Survey Questionnaire – Polk County

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

To: Robin Clark (Name of Person completing survey)

FDOT 1 (Name of Client Company/Firm)

Phone Number: (863) 519-2402 Email: robin.clark@dot.state.fl.us

Total Annual Budget of Entity \$535,611.00 ±

Subject: Past Performance Survey of Similar work:

Project name: US 41, FP 4335921

Name of Firm being surveyed: The Spivey Group, Inc.

Cost of Services: Original Cost: \$437,720.00 ± Ending Cost: \$529,075.00 ±

Contract Start Date: 02/18/2019 Contract End Date: 07/26/2019

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	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: \_\_\_\_\_

DocuSigned by:

Robin Clark

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Please fax or email the completed survey to: eminnick@spivey-group.com or (561) 748-1152

### Survey Questionnaire – Polk County

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

To: William K. Hurt, Jr. (Name of Person completing survey)

FDOT 5 (Name of Client Company/Firm)

Phone Number: (321) 319-3076 Email: k.hurt@gaiconsultants.com

Total Annual Budget of Entity \$361,192.00 ±

Subject: Past Performance Survey of Similar work:

Project name: SR 400, FP 4314561

Name of Firm being surveyed: The Spivey Group, Inc.

Cost of Services: Original Cost: \$33,500.00 ± Ending Cost: \$33,500.00 ±

Contract Start Date: 02/20/2019 Contract End Date: 04/30/2019

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	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 William K. Hurt, Jr.

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: eminnick@spivey-group.com or (561) 748-1152



### Survey Questionnaire – Polk County

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

To: William K. Hurt, Jr. (Name of Person completing survey)

FDOT 5 (Name of Client Company/Firm)

Phone Number: (321) 319-3076 Email: k.hurt@gaiconsultants.com

Total Annual Budget of Entity \$838,200.00 ±

Subject: Past Performance Survey of Similar work:

Project name: SR 400, FP 2424847

Name of Firm being surveyed: The Spivey Group, Inc.

Cost of Services: Original Cost: \$409,845.00 ± Ending Cost: \$373,478.00 ±

Contract Start Date: 09/13/2017 Contract End Date: 08/13/2018

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 William K. Hurt, Jr.

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: eminnick@spivey-group.com or (561) 748-1152

### Survey Questionnaire – Polk County

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

To: William K. Hurt, Jr. (Name of Person completing survey)

FDOT 5 (Name of Client Company/Firm)

Phone Number: (321) 319-3076 Email: k.hurt@gaiconsultants.com

Total Annual Budget of Entity \$1,321,436 ±

Subject: Past Performance Survey of Similar work:

Project name: I-4, FP 2424848

Name of Firm being surveyed: The Spivey Group, Inc.

Cost of Services: Original Cost: \$431,400.00 ± Ending Cost: \$396,590.00 ±

Contract Start Date: 08/22/2017 Contract End Date: 11/17/2017

**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 William K. Hurt, Jr.

Signature of Evaluator: 

Please fax or email the completed survey to: eminnick@spivey-group.com or (561) 748-1152

## Proposers Incorporation Information (Submittal Page)

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

Company Name: The Spivey Group, Inc.

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

TIN #: 01-0595728

Address: 1700 N. Orange Avenue, Suite 300

City: Orlando

State: FL

Zip Code: 32804

County: Orange

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

Contact Person: Glen Spivey

Phone Number: (407) 423-1430

Cell Phone Number: (407) 492-0300

Email Address: gspivey@spivey-group.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.



## 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: The Spivey Group, Inc.

Signature: 

Title: President

Date: 11/11/2022

State of: Florida

County of: Palm Beach

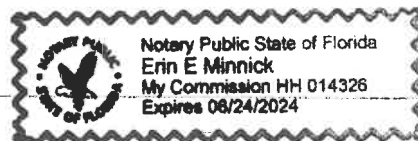
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of November, 2022, by Glen Spivey (name) as President (title of officer) of The Spivey Group, Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: 

Printed Name of Notary Public: Erin E Minnick

Notary Commission Number and Expiration: 06/24/2024

(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**

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: Glen Spivey

Title: President

Company: The Spivey Group, Inc.

## **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.