



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
September 2, 2025, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

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APPROVAL OF CONSENT AGENDA

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COMMUNICATIONS AND REPORTS

1. Councilmember Marc Crail
2. Councilmember Nate Walker
3. Councilmember Doug Bryant
4. Councilmember Cal Rolfson
5. Councilmember Dennis Dawson
6. Vice-mayor John Cataldo
7. Mayor James Homich

UPCOMING MEETING DATES

1. Wednesday, September 3, 2025, 6:00 p.m., Special Meeting - 1st Public Hearing to Consider Adoption of Tentative Budgets; Proposed Millage Rate
2. Monday, September 8, 2025, 6:00 p.m., City Council Workshop: Parking
3. Thursday, September 11, 2025, 6:00 p.m., Special Meeting; Conduct Public Hearings to Consider Adoption of Fire Assessment Rate Resolution
4. Tuesday, September 16, 2025, 6:00 p.m., Regular Session

5. Tuesday, October 7, 2025, 6:00 p.m., Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Proclamation Recognizing the 100th Anniversary of the First National Bank of Mount Dora

Introduction:

This is an request for a proclamation to be read into the record to honor the 100th anniversary of the First National Bank of Mount Dora.

Discussion:

The First National Bank of Mount Dora has served the community since 1925, providing retail and commercial banking services to residents and local businesses. Over multiple generations, the institution has supported homeownership, small-business formation, and civic initiatives through lending, sponsorships, and volunteerism. This proclamation honors the bank's century of service to residents, small businesses, and community organizations and acknowledges its role in Mount Dora's economic growth and civic life. This centennial milestone offers an opportunity for the City to formally recognize the bank's contributions and celebrate its partnership with the community.

Budget Impact:

None.

Strategic Impact:

Strategic Initiative 1: Promoting Economic Development to position Mount Dora as a City with a diverse, vibrant, sustainable economy.

First National Bank of Mount Dora is a long-standing local financial institution that supports entrepreneurship, jobs, and capital investment.

Recommendation:

Mayor Homich read the proclamation into the record to honor the 100th anniversary of the First National Bank of Mount Dora.

Attachment(s):

1. Proclamation.FIRST NATIONAL BANK OF MOUNT DORA.2025

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Vince Sandersfeld, City Manager

Final Approval - 8/18/2025



PROCLAMATION

WHEREAS, the First National Bank of Mount Dora was established in 1925, becoming a trusted local institution dedicated to serving the financial needs of residents, families, and businesses; and

WHEREAS, for 100 years, the bank has provided critical support to the Mount Dora community through loans that foster home ownership, entrepreneurship, and economic growth; and

WHEREAS, the First National Bank of Mount Dora has consistently demonstrated civic leadership by sponsoring community programs, supporting charitable organizations, and investing in local development initiatives; and

WHEREAS, the bank has built a reputation for personalized service, financial integrity, and strong relationships that span generations of customers and employees; and

WHEREAS, the centennial anniversary of the First National Bank of Mount Dora represents a historic milestone in the City's story, symbolizing stability, resilience, and a continued commitment to the prosperity of Mount Dora; and

WHEREAS, the City of Mount Dora values and honors the contributions of community partners that strengthen its economic foundation and enhance its quality of life;

NOW, THEREFORE, I, James Homich, Mayor of the City of Mount Dora, Florida, by virtue of the authority vested in me and on behalf of the City Council, do hereby proclaim September 2, 2025 as a day to recognize and celebrate the **100th Anniversary of the First National Bank of Mount Dora** and encourage all citizens to join in honoring this century of service and commitment to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mount Dora, Florida to be affixed this 2nd day of September, 2025.

James Homich, Mayor



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Contracts for Appraisal Services - Land and Real Property for RFQ# 24-CM-018

Introduction:

This is a request for City Council to Approve the Contracts for RFQ# 24-CM-018 – Appraisal Services for Land and Real Property.

Discussion:

RFQ# 24-CM-018 was issued on September 12, 2024, to solicit qualifications from experienced and certified appraisal firms to support the City of Mount Dora, the Community Redevelopment Agency (CRA), and the Northeast CRA with on-call real estate appraisal services. These services are needed to support a wide range of municipal initiatives including public land acquisitions, economic development projects, infrastructure expansion, redevelopment initiatives, and affordable housing strategies.

The purpose of engaging multiple appraisal firms is to ensure that the City has access to timely, accurate, and objective property valuations to inform decision-making across departments. The selected firms will provide appraisals on an as-needed basis through task authorizations issued by the City. These task orders may include valuation of vacant land, improved and unimproved commercial and residential properties, and other real estate interests. All appraisals must comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and applicable Florida laws and administrative codes.

On October 21, 2024, the evaluation committee reviewed and scored the three responsive submittals and reached a consensus on their final ranking:

- BBG, Inc.
- Cushman & Wakefield
- Edwin R. Barfield, LLC

Staff recommends entering into continuing contracts with these three firms to ensure adequate coverage and responsiveness across a diverse set of appraisal needs. Executing these agreements does not obligate the City to any guaranteed workload or expenditure but establishes a contractual mechanism for issuing task-specific work as needs arise.

Each task authorization will include a defined scope of services, schedule, and fee proposal. Pricing will be based on a lump-sum quote per assignment, in accordance with each firm's submitted rate structure and subject to the City's review and approval.

Budget Impact:

No budget impacts. Services are on-call.

Strategic Impact:

Economic Development, Redevelopment, Affordable Housing.

Strategic Initiative 1: Promote Economic Development

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure

Strategic Initiative 4: Provide High-Quality Services

Recommendation:

City Council to approve the three (3) contracts for RFQ# 24-CM-018 Appraisal Services for Land and Real Property.

Attachment(s):

1. 09.02.2025.Appraisal.BBG
2. 09.02.2025.Appraisal.Cushman and Wakefield
3. 09.02.2025..Appraisal.Edwin R. Barfield.ERB

Prepared by: Whitney Donovan, Purchasing Coordinator

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Adam Sumner, Community Development Director

Matthew Dodson, Budget Officer

Steven Weber, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 8/26/2025

Approved - 8/26/2025

Approved - 8/26/2025

Approved - 8/26/2025

Approved - 8/27/2025

Approved - 8/27/2025

Final Approval - 8/27/2025

**PROFESSIONAL SERVICES CONTRACT
FOR APPRAISAL SERVICES OF LAND AND REAL PROPERTY**

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation, with its principal address at 510 N. Baker St., Mount Dora, Florida 32757 (the “CITY”); the **MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY** (the “CRA”), a public body corporate and politic, duly established and operating under the authority of Chapter 163, Part III, *Florida Statutes*; the **NORTHEAST COMMUNITY REDEVELOPMENT AGENCY** (the “NORTHEAST CRA”), a public body corporate and politic, duly established and operating under the authority of Chapter 163, Part III, *Florida Statutes*; and **BBG, INC.**, a foreign corporation, whose local address is 1601 East Amelia Street, Orlando, Florida 32803 (the “FIRM”).

W I T N E S S E T H :

WHEREAS, the CITY, the CRA, and the NORTHEAST CRA (collectively hereinafter referred to as the “CITY”, unless expressly stated otherwise) have determined that there is a need for professional services related to appraisal services of land and real property; and

WHEREAS, on September 12, 2024, the CITY, the CRA, and the NORTHEAST CRA issued a joint Request for Qualification #24-CM-018 (the “RFQ”), attached hereto as **Exhibit “A”** and incorporated herein by reference, seeking qualified firms to provide the required appraisal services of land and real property; and

WHEREAS, the FIRM’s submitted response, attached hereto as **Exhibit “B”** and incorporated herein by reference, was evaluated and determined by the CITY to be one of the most advantageous, based on qualifications, experience, and ability to perform the required services; and

WHEREAS, on October 29, 2024, the CITY, including the CRA and the NORTHEAST CRA, selected the FIRM to perform the professional services hereunder, and the parties thereafter entered into competitive negotiations; and

WHEREAS, the CITY desires to engage the FIRM on a continuing basis to provide the necessary professional services as required, and the FIRM is willing to provide such services under the terms and conditions set forth herein; and

WHEREAS, the FIRM agrees that this Contract shall not guarantee any specific project or amount of work to the FIRM, but rather will provide a mechanism for the CITY, the CRA, and/or the NORTHEAST CRA to obtain professional services as needed during the term of the contract; and

WHEREAS, the CITY, the CRA, and/or the NORTHEAST CRA may issue specific task authorizations or task orders pursuant to this Contract, which shall define the scope of work and schedule for each individual project (“Task Authorization”); and

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

SECTION 1. RECITALS

- 1.1 The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TASK AUTHORIZATIONS; SCOPE OF SERVICES

- 2.1 The CITY, the CRA, and/or the NORTHEAST CRA shall, from time to time at its sole discretion, authorize the FIRM in writing to provide professional services, as defined in the RFQ, by means of a Task Authorization under the terms of this Contract. The services shall be for the types of projects or similar disciplines set forth in the RFQ, and as more particularly described in the Task Authorization. The FIRM shall perform any and all services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of its profession and the RFQ.
- 2.2 The CITY and the FIRM shall utilize a standard CITY Task Authorization form, which may be amended from time to time, for any and all professional services, which will set forth the following, as applicable:
- 2.2.1 Scope of Services
 - 2.2.2 Deliverables (e.g. specifications, etc.)
 - 2.2.3 Time and schedule of performance
 - 2.2.4 FIRM's Task Authorization Quote
 - 2.2.5 Project personnel, including the FIRM's Key Employees and any subcontractors assigned to the Task Authorization
 - 2.2.6 Any additional federal, state, or local requirements.
- 2.3 The FIRM shall commence the performance of professional services within three (3) business days of the execution of the applicable Task Authorization, unless otherwise specified in the Task Authorization. Any services rendered by the FIRM prior to the execution of a Task Authorization shall be at the FIRM's sole risk. Time is of the essence with respect to this Contract and any Task Authorization issued thereof.
- 2.4 The FIRM shall submit to the CITY all final deliverables within the contract time as noted in the Task Authorization and associated FIRM Proposal.
- 2.5 The CITY reserves the right, in its sole discretion, to suspend the methods of equitable distribution of projects, if any, for any FIRM that has not performed to the CITY's expectations. If the CITY, in its sole discretion, is dissatisfied with current or past work of the FIRM's, the CITY may select another qualified firm.
- 2.6 Each Task Authorization shall be deemed to incorporate the terms and conditions of this Contract by reference. If any of the terms or conditions of this Contract conflict with the Task Authorization, the provisions of the Task Authorization shall apply.

SECTION 3. TERM/TERMINATION/SUSPENSION

- 3.1 *Term.* This Contract shall have an initial term of three (3) years commencing on the date the last party executes this Contract. Thereafter, this Contract, by mutual agreement and

funding availability, shall automatically renew for two (2) consecutive one-year (1) renewal periods unless a party provides written notice of non-renewal to the other party at least one hundred twenty (120) days prior to the renewal date ("Agreement Anniversary Date"). A Task Authorization shall specify the agreed-upon timeframe within which the FIRM shall provide the specified services. Any Task Authorization executed prior to the natural expiration of this Contract that extends beyond the expiration date shall remain subject to the terms and conditions herein as if this Contract were still in effect.

- 3.2 *Termination For Convenience.* The CITY reserves the right to terminate this Contract at any time, for convenience, upon thirty (30) days' written notice to the FIRM. Upon receipt of such termination notice, the FIRM shall immediately cease work on all Task Authorizations issued under this Contract. If the CITY terminates the Contract for reasons not attributable to the FIRM, the CITY shall compensate the FIRM for work completed to the CITY's satisfaction, up to the date of the termination notice. Such compensation shall be limited to the FIRM's reasonable, documented costs incurred during the performance of the Contract. The CITY shall not be obligated to pay any profit for services that have not been rendered.
- 3.3 *Fund Availability.* The services to be performed under this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the FIRM for any work which may fall within the Scope of Services contemplated herein. If funds are not appropriated for the continuance of a Task Authorization to completion, cancellation will be accepted by the FIRM upon thirty (30) days' written notice from the CITY. Upon receipt of such notice, the FIRM shall immediately cease work on all Task Authorizations issued under this Contract. This clause includes any statutory amendments made by general law which prohibit or limit the use of CRA and NORTHEAST CRA funds for projects.
- 3.4 *Termination For Cause.*
- 3.4.1 This Contract may be terminated by the CITY immediately for cause if the FIRM is found to have failed to perform in a manner satisfactory to the CITY. In the event of the termination of this Contract, any liability of one party to the other arising out of any services rendered, or any act or event occurring prior to the termination, shall not be terminated or released.
- 3.4.2 If the FIRM abandons this Contract or the CITY terminates the Contract for cause, the FIRM shall indemnify the CITY for any losses incurred as a result of such termination. This indemnification obligation is in addition to, and shall not limit, the general indemnification provisions set forth in this Contract. In the event the CITY terminates this Contract for cause, and a court of competent jurisdiction subsequently determines that such termination was without cause, the termination shall be deemed a termination for convenience pursuant to the terms of this Contract.
- 3.4.3 In addition to any other termination provisions that may be provided in this Contract, the CITY may terminate this Contract, in whole or in part, if the FIRM makes a willfully false project quote or substantially fails to perform any

obligation under this Contract and does not remedy the failure within thirty (30) calendar days after receiving written notice from the CITY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the FIRM shall have such time as is reasonably necessary to remedy the failure, provided the FIRM promptly takes and diligently pursues such actions as are necessary therefor. The FIRM may terminate this Contract if the CITY substantially fails to perform any obligation under this Contract, and does not remedy the failure within thirty (30) calendar days after receipt by the CITY of written notice from the FIRM to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.

- 3.5 *Assignment Upon Termination.* In the event of termination of this Contract or associated Task Authorization by the CITY prior to the FIRM's satisfactory completion of all the services specified herein, the FIRM shall promptly furnish to the CITY, at no additional cost or expense, one copy of all work product which may have been produced up to and including the date of termination. Such work product includes, but is not limited to, data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, CD-ROM files, memoranda, and any and all other documents, instruments, information, and materials, in whole or in part, generated or prepared by the FIRM, or by any subcontractor of the FIRM, in rendering the services described herein. These materials, collectively referred to as the "Documents," shall become the sole property of the CITY. The CITY shall possess all rights associated with the Documents, regardless of their nature or relationship. The FIRM shall also require its subcontractor, if any, to agree in writing to be bound by the provisions of this subsection.
- 3.6 *Suspension of Performance.* The CITY reserves the right to suspend the FIRM's services under any Task Authorization. If the CITY suspends performance for reasons not attributable to the FIRM, the CITY shall compensate the FIRM for its reasonable and demonstrable costs incurred during the suspension period.
- 3.7 *Non-Exclusive Contract.* The City Manager and/or the authorized representative of the CRA and/or the NORTHEAST CRA may issue requests for proposals for this professional discipline at any time and may utilize the services of any other firm(s) retained by the CITY under similar contracts. Nothing in this Contract shall be construed to give the FIRM a right to perform services for a specific project.

SECTION 4. ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

- 4.1 *Change Order Defined.* A "Change Order" shall mean a written document executed by the CITY and the FIRM authorizing and directing a modification to a duly executed Task Authorization's scope of services, price, time, or any combination thereof. A Task Authorization shall only be modified by an executed Change Order or the issuance of a new Task Authorization.

- 4.2 *Effect of Executed Change Order.* A duly executed Change Order shall constitute conclusive evidence of the parties' mutual agreement to the specified changes to the Task Authorization. By executing the Change Order, the FIRM waives and forever releases any claim against the CITY for additional time or compensation related to or arising from the services included within or affected by the executed Change Order. The FIRM acknowledges and agrees that no claim for delay damages shall be asserted against the CITY, and hereby waives any right to pursue such claim.

SECTION 5. CITY'S RESPONSIBILITIES

- 5.1 The CITY shall assist the FIRM by providing the FIRM with available information that is pertinent to the Task Authorization, as may be requested in writing by the FIRM, and allow reasonable access to pertinent information relating to the services to be performed by the FIRM.
- 5.2 The CITY shall furnish to the FIRM, at the FIRM's written request, all available maps, plans, existing studies, reports, and other data in the CITY's possession that are pertinent to the services to be provided by the FIRM.
- 5.3 The CITY shall provide the FIRM access to CITY property as required for the FIRM to perform services under this Contract or any Task Authorization.

SECTION 6. FIRM'S RESPONSIBILITIES

- 6.1 Any and all drawings, studies, plans, specifications, or other contract documents prepared by the FIRM shall be accurate, coordinated, and adequate for the required services and shall comply with all applicable City of Mount Dora Codes, and local, state, and federal laws, rules, and regulations. The FIRM acknowledges and agrees that said applicable federal laws, rules, and regulations were included in the RFQ and are expressly incorporated into the terms and conditions of this Contract.
- 6.2 The FIRM agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, the City of Mount Dora, and Lake County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the FIRM pursuant to this Contract and any Task Authorization.
- 6.3 The FIRM shall perform any and all project services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of its profession; that it is adequately financed to meet any financial obligations it may be required to incur hereunder; and that the designs, plans, drawings, specifications or other work product of the FIRM shall not call for the use of nor infringe on any patent, trademark, service mark, copyright or proprietary interest claimed or held by any person or business entity absent prior written consent from CITY.
- 6.4 The FIRM shall exercise the same degree of care, skill, and diligence in the performance of the services for each Task Authorization as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar

activities or services required under this Contract. If at any time during the term of this Contract, the City determines, in its sole discretion, that the deliverables provided by the FIRM are incorrect, defective, or fail to conform to the scope of services of the applicable Task Authorization, whether by error or omission, the FIRM shall, upon written notification from the CITY, immediately correct the work and/or, re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect, defective, or nonconforming services, including but not limited to any additional testing and inspections. The CITY's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Contract or any Task Authorization, in equity or otherwise.

- 6.5 The FIRM shall comply with all laws, ordinances, and governmental rules, regulations, and order, now or at any time during the term of the Contract, which are applicable to, or which affect, the work performed under this Contract or any Task Authorization, or any procedures of the FIRM for such work.
- 6.6 The FIRM's obligations under this Contract section shall survive termination of this Contract or any Task Authorization.

SECTION 7. KEY EMPLOYEES

- 7.1 The FIRM agrees that, when services provided relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel.
- 7.2 If applicable, each Task Authorization shall identify Key Employees assigned for the specific project, including, but not limited to, a designated point of contact, and, as applicable, Principal-In-Charge, Project Manager(s), and/or Project Engineer(s).

SECTION 8. SUBCONTRACTORS

- 8.1 In the event the FIRM requires the services of any subcontractor or other professional associates in connection with services covered by any Task Authorization, the FIRM must secure the prior written approval of the City Manager or the authorized representative of the CRA or the NORTHEAST CRA, as applicable. No reimbursement shall be made to the FIRM for any subcontractor that have not been previously approved by the CITY for use by the FIRM.
- 8.2 The FIRM shall coordinate the services and work product of any subcontractors and remain fully responsible under the terms of this Contract and any Task Authorizations. The FIRM shall be and remain responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, as applicable, and other services furnished by any subcontractor.
- 8.3 Any subcontractor shall be bound by the terms and conditions of this Contract and any Task Authorizations. The FIRM shall require all subcontractors, as a condition of employment, to execute an agreement for professional subcontractor services that i) incorporates the elements of this Contract and any Task Authorizations; ii) affords to the FIRM rights against the subcontractor which correspond to those rights afforded to the

CITY against the FIRM herein, including, but not limited to, those rights of termination as set forth herein; and iii) requires the subcontractor to assume performance of the FIRM's duties commensurately with FIRM's duties to the CITY under this Contract and any Task Authorizations, it being understood that nothing herein shall in any way relieve the FIRM from any of its duties under this Contract and any Task Authorization.

- 8.4 Each approved subcontractor performing work hereunder shall submit to the CITY a completed Human Trafficking Affidavit prior to commencing any work or services pursuant to this Contract.

SECTION 9. INDEPENDENT CONTRACTOR

- 9.1 The FIRM is an independent contractor under this Contract and any Task Authorization. Services provided by the FIRM shall be by employees of the FIRM and subject to supervision by the FIRM, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this Contract or any Task Authorizations shall be those of the FIRM. The FIRM shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the FIRM'S activities and responsibilities under this Contract and any Task Authorization.

SECTION 10. COMPENSATION

- 10.1 *Fee Schedule.* The CITY shall compensate the FIRM based on services rendered on an hourly basis, consistent with actual hours worked and the Fee Schedule, attached hereto as **Exhibit "C"** and incorporated herein by this reference. All applicable fees, payments, reimbursements, and costs paid to the FIRM shall be based on the Fee Schedule, as may be amended, which shall include the hourly rate for each member of the FIRM, including the position and/or title. All fees contained on the initial Fee Schedule shall remain in effect from the Contract's Anniversary Date through September 30, 2026.
- 10.2 *Task Authorization Quote.* Per each issued Task Authorization, the FIRM shall deliver to the CITY a quote, which is in full narrative form unless directed otherwise by the CITY. The FIRM's written quote shall include projected costs, which are based on the Fee Schedule as set forth in **Exhibit "C"**, and the project completion time. The FIRM shall complete appraisal reports based upon the issued Task Authorization.
- 10.3 *Reimbursed Costs.* The FIRM shall not be entitled to reimbursement from the CITY for time spent traveling to or from CITY meetings or any project site location(s), or any other incidental fees the FIRM may incur to provide the required services under this Contract or any Task Authorization. The CITY shall make the sole determination of what qualifies as an incidental expense. The CITY shall not remit a retainer or similar fee to the FIRM.
- 10.4 *Fee Adjustments.* Fees may be adjusted annually after September 30, 2026, with any adjustments becoming effective on October 1st of the applicable year, upon prior written notice provided by the FIRM and the CITY's written acceptance. If the FIRM chooses to do so, the FIRM may submit an annual request for a fee adjustment, no later than May 31st of each calendar year beginning in the year 2026, to the CITY's Purchasing Coordinator.

Any and all decisions regarding a fee adjustment request shall be solely within the CITY's discretion. If the FIRM fails to submit a fee adjustment request before or on May 31st of an eligible year, the FIRM forfeits the opportunity to request a fee adjustment for such year. The CITY will not consider fee adjustment requests submitted after the deadline.

- 10.5 *Invoices.* The CITY shall pay the FIRM for actual work performed in the previous month, as detailed in each of the FIRM's monthly invoices and in accordance with the Fee Schedule as provided in each Task Authorization. Each invoice submitted under this Contract must include the billing period, the name of the individual generating the charge, a detailed description of the actual work performed, including the locations of which were serviced and the service dates, the project or fund to be charged (as provided by City staff), the appropriate Task Authorization number, and any other information required by the CITY. Invoices that do not include all required information may be returned for correction and resubmission. As applicable, invoices for each phase shall not exceed amounts allocated to each phase of a project. Charges for reimbursable expenses and subcontractor services shall be without surcharge.
- 10.6 *Billing Address.* All invoices shall be submitted to the appropriate agency: City of Mount Dora, Mount Dora Community Redevelopment Agency, or the Northeast Community Redevelopment Agency; Attn: Accounts Payable, 510 N. Baker St., Mount Dora, FL 32757.
- 10.7 *Payment.* The CITY shall pay the FIRM in accordance with the Local Government Prompt Payment Act (§ 218.70 *et seq.*, *Florida Statutes*).
- 10.8 *Disputed Invoices.* The CITY's objection to the payment amount shall be accompanied by the CITY's remittance of any undisputed portion of the payment. If the objection is resolved in favor of the FIRM, then the CITY shall pay the FIRM the amount so determined, minus any compensation amount previously paid to the FIRM with respect to the objection. If it is determined that the CITY has overpaid the FIRM, then the FIRM shall, within thirty (30) calendar days, refund to the CITY the overpayment amount.
- 10.9 *Final Payment.* The acceptance by the FIRM, its successors, or assigns, of any final payment due upon the termination of this Contract or any Task Authorization, shall constitute a full and complete release of the CITY from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that the FIRM, its successors, or assigns, have or may have against the CITY under the provisions of this Contract, unless otherwise previously and properly filed pursuant to the provisions of this Contract or in a court of competent jurisdiction. However, the CITY's acceptance of the FIRM's final invoice and any payment made in connection therewith shall not constitute a waiver of any rights or causes of action the CITY may have arising out of the FIRM's performance of services under this Contract. The CITY expressly reserves the right to pursue any claims or remedies available under this Contract or applicable law, notwithstanding the acceptance of the final invoice or payment. Final payment by the CITY shall be based on receipt and approval by the CITY of the final reports.

SECTION 11. **NOTICES**

- 11.1 The parties hereto agree that all notices required and/or made pursuant to this Contract shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

CITY:

City of Mount Dora
Attn: City Manager
510 N. Baker St.
Mount Dora, FL 32757

FIRM:

BBG, Inc.
Attn: Richard A. Best
1601 East Amelia Street,
Orlando, FL 32803

CRA:

Mount Dora CRA
Attn: CRA Chairman
510 N. Baker St.
Mount Dora, FL 32757

NORTHEAST CRA:

Northeast CRA
Attn: Northeast CRA Chairman
510 N. Baker St.
Mount Dora, FL 32757

Copy to: Patrick Brackins, Esq.
Shepard, Smith, Hand, & Brackins, P.A.
2300 Maitland Center Pkwy., STE 100
Maitland, FL 32751

- 11.2 For communications pertaining to the day-to-day project conduct, representatives for applicable parties shall be identified in Task Authorization. A party may change its address or representative of record by written notice to the other parties.

SECTION 12. **RECORDS/AUDITS**

- 12.1 Throughout the term of this Contract, the FIRM shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Contract and any Task Authorization issued thereunder (the "Records"). Such Records shall be available at all reasonable times for examination and audit by the CITY, or any authorized CITY representative, upon reasonable notice and shall be maintained for the longer of i) five (5) years following final payment; ii) five (5) years following termination of any Task Authorization; or iii) the conclusion of all audits and litigation (including all appeals) related to this Contract, any Task Authorizations, or any project which was the subject of a Task Authorization pursuant to this Contract.
- 12.2 The CITY or its authorized agent shall have the right to inspect the FIRM's files, subject to the CITY's reasonable prior notice thereof, to determine the status of any and all work of projects assigned pursuant to a Task Authorization or as provided under this Contract.
- 12.3 Incomplete or incorrect entries in any Records shall be grounds for disallowance by or reimbursement to the CITY of any fees or expenses based upon such entries. Disallowed

fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the CITY.

- 12.4 The FIRM's refusal to comply with the provisions of this section shall be grounds for termination for cause of this Contract or any Task Authorization by the CITY.

SECTION 13. PUBLIC RECORDS

- 13.1 Pursuant to § 119.0701, *Florida Statutes*, the FIRM agrees to:

13.1.1 Keep and maintain public records in the FIRM's possession or control in connection with the FIRM's performance of services under this Contract.

13.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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 allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.

13.1.3 Ensure that any 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 Contract term, and following completion of this Contract until the records are transferred to the CITY.

13.1.4 Upon the termination or natural expiration of this Contract, either transfer, at no cost to the CITY, all public records in the FIRM's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

13.1.5 All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems.

13.1.6 **IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N. BAKER STREET, MOUNT DORA, FLORIDA 32757.**

- 13.2 Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the CITY.

- 13.3 Any compensation due to the FIRM shall be withheld until all applicable records are received as provided herein. The FIRM's refusal to comply with the provisions of this section shall be grounds for immediate termination for cause of this Contract or any Task Authorization by the CITY.

SECTION 14. OWNERSHIP OF DOCUMENTS/DELIVERABLES

- 14.1 All finished or unfinished documents, including, but not limited to, detailed reports, studies, plans, drawings, surveys, maps, ideas, concepts, designs, sketches, models, photographs, specifications, digital files, and all other data or tangible work product prepared for the CITY or furnished by the FIRM or any its subcontractors pursuant to this Contract and any Task Authorization (hereinafter “Work Product”) shall become sole property of the CITY upon creation or delivery, regardless of whether the project for which they were created is completed. All Work Product shall be provided to the CITY in both hard copy and electronic formats. The FIRM shall deliver all Work Product to the CITY upon each project completion, unless provided otherwise by the CITY, in its sole discretion. If the CITY terminates this Contract or any Task Authorization, the FIRM shall deliver all Work Product to the CITY within five (5) calendar days of receiving written notice requesting delivery. In no event shall the FIRM use or permit the use of any Work Product without the CITY’s prior written authorization.
- 14.2 As applicable, all final plans and documents prepared by the FIRM shall bear the endorsement and seal of a person duly registered professional, as appropriate, in the State of Florida and date approved and/or sealed.
- 14.3 All subcontracts entered into by the FIRM for the preparation of reports, studies, plans, drawings, specifications, digital files, or other data pursuant to any Task Authorization shall contain provisions requiring that all such documents and rights obtained by virtue of such subcontracts shall become the property of the CITY.
- 14.4 The CITY acknowledges that the Work Product described herein is not intended for use in connection with any project or purpose other than the project and purpose for which the materials are prepared. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials were prepared, without the prior written consent of the FIRM, shall be at the CITY’s sole risk, and the FIRM shall have no responsibility or liability related thereto.

SECTION 15. INDEMNITY

- 15.1 The FIRM shall at all times hereafter indemnify and hold harmless, the CITY, the CRA, and/or the NORTHEAST CRA, and their officials and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM, and/or its employees, agents, contractors or any other person utilized by the FIRM in the performance of this Contract.
- 15.2 Nothing herein shall be interpreted to constitute a waiver of sovereign immunity of the CITY, the CRA, and/or the NORTHEAST CRA, as set forth in § 768.28, *Florida Statutes*. The CITY, the CRA, and/or the NORTHEAST CRA’S liability hereunder, whether arising under statute, common law, tort or contract, shall be limited to Two Hundred Thousand Dollars (\$200,000.00) for any single claim and Three Hundred Thousand Dollars (\$300,000.00) for aggregate claims. The provisions and obligations of this section SHALL

NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Contract.

SECTION 16. INSURANCE

- 16.1 The FIRM and its subcontractors of all tiers shall, at their sole cost and expense, procure and maintain throughout the term of this Contract and any Task Authorization insurance coverages with limits not less than those set forth in the RFQ, with insurers and under forms of policies satisfactory to the CITY. It shall be the responsibility of the FIRM to maintain the required insurance coverage and to ensure that subcontractors maintain required insurance coverages at all times. The FIRM's failure to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the CITY's approval of insurance coverage to be maintained by the FIRM and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the FIRM and its subcontractors under a contract. The FIRM acknowledges and agrees the insurance coverages procured by FIRM pursuant to this Contract shall be considered primary insurance over and above any other insurance or self-insurance available to the CITY, and that, notwithstanding any conflicting provision in the FIRM's policies to the contrary, any other insurance or self-insurance available to the CITY shall be considered secondary to, or in excess of, the insurance coverages procured by FIRM as required herein. Failure of the FIRM or its subcontractor to maintain insurance as specified herein or to otherwise comply with the provisions of this section shall be grounds for termination of this Contract.
- 16.2 Prior to commencing any services and/or work under this Contract, and as a condition precedent to the commencement of any services and/or work by the FIRM and any subcontractors, the FIRM and subcontractors shall furnish the CITY with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the CITY prior to cancellation, termination, or material change of any policy. In addition, the FIRM shall immediately provide written notice to the CITY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.
- 16.3 The CITY, the CRA, and the NORTHEAST CRA shall be listed as an Additional Insured by specific endorsement to the FIRM's policy. The CITY shall be named as the Certificate Holder and shall read as required by the CITY. The CITY reserves the right to change the insurance requirements depending upon the scope of work in a Task Authorization. Proof of insurance with the Additional Insured endorsement shall be provided to the CITY prior to commencing any work under any Task Authorization. Only the entity issuing the Task Authorization – the CITY, the CRA, or the NORTHEAST CRA – must be listed as an additional insured.

SECTION 17. **NO CONTINGENT FEE; CONFLICT OF INTEREST**

- 17.1 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 Contract 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 the award or making of this Contract. For a breach or violation of this section, the CITY shall have the right to terminate this Contract or any Task Authorization without liability and, at the CITY's discretion, deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.
- 17.2 The FIRM expressly represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with its performance of services as contemplated herein. The FIRM further represents that no person having any such interest shall be employed to perform the services.

SECTION 18. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

- 18.1 In accordance with § 448.095, *Florida Statutes*, the CITY requires all contractors and subcontractors doing business with the CITY to register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The FIRM hereby affirms that it is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees and shall continue to do so throughout the term of this Contract. Upon request, the FIRM shall provide evidence of such registration and compliance. The FIRM agrees to obtain from all subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, in accordance with § 448.095, *Florida Statutes*, as may be amended. The FIRM shall retain a copy of such affidavits for the duration of this Contract and provide copies to the CITY upon request. The FIRM acknowledges that failure to comply with this Section, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

SECTION 19. **TRUTH-IN-NEGOTIATION**

- 19.1 Execution of this Contract by the FIRM shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract, or any Task Authorization, are accurate, complete, and current at the time of contracting. The FIRM acknowledges and agrees that any project or Task Authorization price, and any additions thereto, shall be adjusted to exclude any significant sums by which the CITY determines that the price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of each Task Authorization.

SECTION 20. **NON-COLLUSION**

- 20.1 Execution of this Contract by the FIRM shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more Firms over other Firms. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with CITY may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the Firm list(s), and/or debarment or suspension from doing business with the CITY.

SECTION 21. **DRUG-FREE WORKPLACE**

- 21.1 The FIRM hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. The FIRM agrees to maintain a drug-free workplace throughout the term of this Contract and will provide evidence of such compliance upon request by the CITY.

SECTION 22. **SCRUTINIZED COMPANIES**

- 22.1 In accordance with § 287.135, *Florida Statutes*, the FIRM certifies that neither the FIRM, nor any subsidiary, parent company, or affiliate of the FIRM is engaged in a boycott of Israel, nor is on the Scrutinized Companies that Boycott Israel List. In the event this Contract ever exceeds one million dollars, the FIRM hereby preemptively certifies that neither the FIRM, nor any subsidiary, parent company, or affiliate of the FIRM is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, nor, to the extent not preempted by Federal law, has been engaging in business operations in Cuba or Syria. In the event this Contract ever exceeds one million dollars, the FIRM hereby preemptively certifies that neither the FIRM, nor any subsidiary, parent company, or affiliate of the FIRM is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or, to the extent not preempted by Federal law, is engaged in business operations in Cuba or Syria. In the event the FIRM, or any of its subsidiaries, parent companies, or affiliates, engages in a boycott of Israel, is placed on any of the above-described Scrutinized Companies Lists, or, to the extent not preempted by Federal law, engages in business operations in Cuba or Syria during the term of this Contract, then the FIRM shall immediately notify the CITY. The FIRM acknowledges that failure to comply with this Section, including any false certification, may subject the FIRM to civil penalties, termination of this Contract without regard for the notice provisions herein contained, and any other remedies available under the law.

SECTION 23. **PUBLIC ENTITY CRIME**

- 23.1 In accordance with § 287.133, *Florida Statutes*, no person or affiliate, as defined in therein, shall be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work under this Contract, if such a person or affiliate has been placed on the convicted

vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. The FIRM hereby affirms that neither the FIRM nor any of the FIRM's affiliates or subcontractors are on the convicted vendor list. The FIRM shall notify the CITY immediately if the FIRM, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Contract. The FIRM acknowledges that failure to comply with this section may result in termination of this Contract and other penalties as provided by law.

SECTION 24. HUMAN TRAFFICKING AFFIDAVIT

- 24.1 The FIRM hereby represents, warrants, and certifies that the FIRM does not use coercion for labor or services as defined in § 787.06, *Florida Statutes*, and that the FIRM has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit "D"**, and incorporated herein by reference.

SECTION 25. NON-DISCRIMINATION; FEDERAL WAGES

- 25.1 The FIRM, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that i) in the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and ii) the FIRM shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this section, the CITY shall have the right to terminate this Contract and any Task Authorizations for cause.
- 25.2 If any project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, the FIRM shall be required to comply with the same.

SECTION 26. DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL

- 26.1 In the event of any dispute, claim, or controversy arising out of or relating to this Contract or a Task Authorization, the parties agree to first attempt to resolve the matter through good faith negotiations. Any party may initiate the negotiation process by providing written notice to the other party, outlining the nature of the dispute. The parties shall use their best efforts to resolve the dispute within thirty (30) days of such notice. If these efforts are unsuccessful, the matter shall be submitted to a court of appropriate jurisdiction within Lake County, Florida. Said parties hereby consent to the jurisdiction of such court and **EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL.**

SECTION 27. GOVERNING LAW; SEVERABILITY

- 27.1 Notwithstanding any conflict of laws, this Contract and any Task Authorization issued pursuant to this Contract shall be construed in accordance with and governed by the laws of the State of Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of

this Contract, which shall remain in full force and effect. To that extent, this Contract is deemed severable.

SECTION 28. **ASSIGNMENT**

- 28.1 This Contract and any Task Authorizations shall not be assigned, transferred, conveyed, or otherwise encumbered without the prior written consent of the CITY.

SECTION 29. **AMENDMENTS**

- 29.1 No modification, amendment, or alteration to the terms or conditions of this Contract, or any Task Authorization, shall be effective unless contained in a written document executed by the parties.

SECTION 30. **FORCE MAJEURE**

- 30.1 No party herein shall be liable for any failure or delay in the performance of its obligations under this Contract if such failure or delay is caused by or results from events beyond the reasonable control of the affected party, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of nature, or any other cause beyond the reasonable control of the parties (each a “Force Majeure Event”). The party affected by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of such event and shall use commercially reasonable efforts to resume performance as soon as possible.

SECTION 31. **EXHIBITS; CONFLICTS**

- 31.1 Each Exhibit referred to in this Contract forms an essential part of this Contract. Exhibits, if not physically attached, shall be treated as part of this Contract, and are incorporated by reference.
- 31.2 In the event of any conflict between the terms and conditions of this Contract, any Task Authorization issued pursuant to this Contract, and any Exhibits attached hereto, the following order of precedence shall apply: i) the terms and conditions of this Contract shall prevail first; and ii) the terms and conditions of the applicable Task Authorization shall prevail second. Any conflicting terms and conditions in Exhibits or other documents shall be subordinate to the terms of this Contract and the Task Authorization, unless mutually agreed to in writing by the applicable parties.

SECTION 32. **PROMOTION**

- 32.1 The FIRM shall acquire no right under this Contract to use, and shall not use, the names of the CITY, the CRA, or the NORTHEAST CRA for any promotional, marketing, or publicity purposes without the express written permission of the CITY, the CRA, and/or the NORTHEAST CRA, as applicable. This shall not preclude naming the CITY, CRA, and/or NORTHEAST CRA as a professional reference.

SECTION 33. **SURVIVAL**

- 33.1 Any terms or conditions of this Contract, or any Task Authorization issued thereto, that require acts beyond the date of the term of either agreement shall survive the expiration of such agreement and shall remain in full force and effect unless and until the terms or conditions are completed.

SECTION 34. **ENTIRE AGREEMENT**

- 34.1 This Contract, including the Exhibits hereto, constitutes the entire Contract between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Contract for Professional Services, effective this __ day of _____, 2025.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins, City Attorney

**MOUNT DORA COMMUNITY
REDEVELOPMENT AGENCY**

James Homich, Chairperson

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins, City Attorney

**NORTHEAST COMMUNITY
REDEVELOPMENT AGENCY**

James Homich, Chairperson

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins, City Attorney

BBG, INC.

Marc G. Nassif

Print: Marc G. Nassif

Title: Senior Managing Director

STATE OF FLORIDA

COUNTY OF Jefferson

The foregoing instrument was acknowledged and sworn before me by means of ☐ physical presence or ☒ online notarization of Marc G. Nassif, as Senior Managing Director of BBG Inc., who personally swore or affirmed that he/~~she~~ is authorized to execute this Contract and thereby bind the FIRM, and who is personally known to me or who produced Michigan Driver License as identification, and who did/~~did not~~ take an oath this 06 day of August, 2025.

(stamp)



Maritza S Dominguez

NOTARY PUBLIC Maritza S Dominguez, MSD/Hia

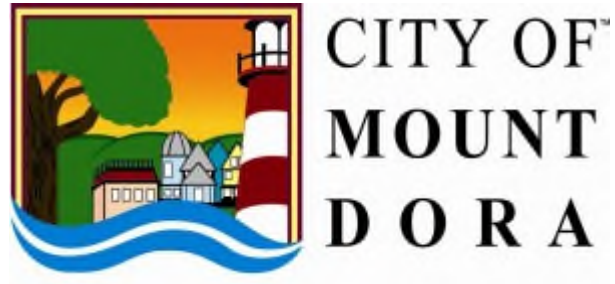
This notarial act was an online notarization

EXHIBIT A

City of Mount Dora RFQ #24-CM-018

Request for Qualification

NUMBER
RFQ# 24-CM-018



City of Mount Dora

APPRAISAL SERVICES – LAND AND REAL PROPERTY

Whitney Donovan
Purchasing Coordinator

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Sealed Qualifications to provide **APPRAISAL SERVICES – LAND AND REAL PROPERTY** under **RFQ#24-CM-018**. Qualifications will be electronically received until **2:00 p.m., October 14, 2024** by the Purchasing Department.

RFQ# 24-CM-018
“APPRAISAL SERVICES – LAND AND REAL PROPERTY”

A pre-proposal conference is not applicable for this solicitation.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Mount Dora’s website: www.demandstar.com, www.mountdora.gov and also posted in the Lobby of City Hall. All meetings related to this RFQ will be held in person unless otherwise noted.

Remainder of Page Left Intentionally Blank

NOTE: Electronic responses will be the only method allowed for Proposers to respond to this solicitation. **Electronic responses are to be provided via DemandStar only.** All submittals must be compatible with Microsoft Office 2007 or later. PDF files are acceptable. Bidding will be done through a secure locked box. Proposers can only view/submit their Bid and will not have access to any other Proposer's submittals. The Proposer's Bid may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Proposers who are bidding for the first time are strongly encouraged to contact DemandStar by e-mailing questions to DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays or internet outages caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. The Proposer is responsible for verifying they have received all Bid Addenda.

CAUTION: Proposers should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora Finance Department (herein after, "City") has issued this Request for Qualifications (hereinafter, "**RFQ**"), as a joint solicitation on behalf of the City, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide **PROFESSIONAL CONSULTANT SERVICES** in accordance with the specifications stated and/or attached herein/hereto. The City anticipates award to up to three Consultants. The successful proposers will hereinafter be referred to interchangeably as the "Consultant, Firm, or Respondent".

As is more fully explained in Section "6L" of this **RFQ**, an award, if made, will be made to the best overall proposer(s) whose submittal is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFQ**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of 12.26 square miles with a population of approximately 17,843. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Comprehensive Annual Financial Report for fiscal year **2022-2023** and in the City's Annual

Budget for fiscal year **2023-2024**. Copies of these documents may be viewed on www.mountdora.gov. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFQ** to Whitney Donovan, Purchasing Coordinator, and submit such questions in writing to: donovanw@mountdora.gov. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from donovanw@mountdora.gov. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.mountdora.gov) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2021-107 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the **RFQ**. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline, and has provided the information required to be submitted with the Qualification. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and/or desired elements of this **RFQ** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Submittal Conference

☒ A pre-proposal conference is not applicable for this solicitation.

A ☐ non-mandatory ☐ mandatory pre-proposal conference will be held on _____, commencing promptly at _____, and will be held in the Council Chambers, 510 North Baker Street, Mount Dora, Florida 32757.

If this pre-bid conference is denoted as “mandatory”, prospective proposers must be present in order to submit a bid response.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFQ process.

Event	Date
Advertise RFQ	September 12, 2024
Last Date for Receipt of Written Questions	September 26, 2024 4:00 PM
Addendum Issued (If Applicable)	October 1, 2024
RFQ Opening (via Zoom)	October 14, 2024 2:00 PM
Evaluation Committee to Shortlist	October 21, 2024 1:00 PM
Shortlisted Firm Presentations/Interviews (if requested)	October 29, 2024 1:00 PM- 4:00 PM
Evaluation Committee to Recommend	October 29, 2024 4:15 PM
Notice of Recommendation	October 29, 2024
City Council Approval (anticipated)	November 19, 2024

All Evaluation Committee meetings and any applicable Presentations will be held in the City Council Boardroom located at City of Mount Dora City Hall, 510 N Baker Street, Mount Dora FL 32757 unless noted otherwise.

2) GENERAL DESCRIPTION - SPECIFICATIONS OR SCOPE OF WORK

Purpose

The City of Mount Dora, Florida (“City”) is seeking submittals from licensed, experienced and well-qualified firms or individuals for the as-needed provision, via City issued Task Authorization, for the listed professional services in accordance with the Scope of Services described in this **RFQ**. Services requested under this **RFQ** shall be provided, as requested, to the City, the Community Redevelopment Agency, and the Northeast Community Redevelopment Agency. The City anticipates awarding to multiple firms/individuals under this RFQ.

When applicable, proposer(s) and applicable personnel must be experienced and well-versed in all related applicable Local, State, and Federal regulations. If applicable, successful proposers shall be required to assist the City with any associated grant reimbursement activities.

A) Services to Be Provided

The Scope of Services comprises a description of the City’s anticipated needs for the stated Professional Services for which this RFQ has been issued. **Please note that Real Estate Broker Services are NOT included under this RFQ.**

Qualified firms wishing to submit to this RFQ are responsible for providing all professional services described, whether directly or through sub-consultants. The City reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified sub-consultants. Use of any sub-consultant(s) will require prior written approval by the City.

It is the City's belief that the services are adequately described herein. Therefore, any contract that may result from this RFP shall be inclusive of the entire effort required to provide the services described. Specifically, no additional fees shall be allowed for any additional services arising for any reasons whatsoever accepting those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated task authorization and associated master agreement(s).

B) Services

The scope of services that the City requires under this RFQ are based upon the City's current needs and anticipated future requirements. Requested services will be on an as needed basis. Each proposal will be considered on its own merits, relative to the City's requirements as stated within this RFQ.

The appraisal services described are necessary to insure the completion of various City project(s). These services may be performed either in-house or through sub-consultants. All projects, at a minimum, will include deliverables in paper and acceptable electronic formats.

Specific electronic formats shall include, but are not limited to, the following:

- Textual: Microsoft Suite of Office Products (Word, Excel, Access, etc.)
- Drafting: Adobe PDF (scaled for 11x17 paper) and AutoCAD (DWG & DWF)
- GIS: ESRI ArcGIS
- Other: formats shall be as agreed to in individual Specific Authorizations
- Specific details regarding the future use of submitted electronic drawings will be negotiated as part of individual Task Authorizations.

The selected Consultant(s) will be expected to gather sufficient information to enable a proposal/quote for each project as assigned via a task authorization. Each specific task authorization proposal/quote will be determined by the successful firm's assigned staff member(s) and hourly rate as stated in the Fee Schedule on file with the City at that time.

All Appraisers must follow the rules and regulations pursuant to Florida Statute 475, Part II and the Florida Real Estate Appraisal Board, Chapter 21VV, Florida Administrative Code. All appraisals must comply with the Uniform Standards of Professional Appraisal Practice.

All property inspections shall be performed via in-person inspections. Remote inspections are prohibited.

Appraisers must be able to arrive at market value on the following:

1. Large tracts of land (metes and bounds)
2. Lots located within subdivisions

3. Partial acquisitions for right-of-ways for roads, drainage, etc.
4. Easements (temporary, permanent, drainage, utility, conservation, and construction)
5. Waterfront
6. Wetland/Marshlands
7. Environmentally Sensitive Land - such lands contain native, relatively unaltered flora or fauna representing a natural area unique to, or scarce within, a region of Florida of larger geographic area. Such lands contain habitat critical to or providing significant protection for an endangered or threatened species of plant or animal. Such lands contain an unusual, outstanding or unique geologic feature.

The term shall also include undeveloped tracts of xeric scrub and coastal/tropical hammocks five acres or larger and an undeveloped area of land which has essentially retained its primeval character and influence without alteration. This includes areas that are regionally endangered and provide critical habitat for protected species.

8. Environmentally Significant Lands shall include lands with natural features that warrant conservation and protection in the public interest. The term includes native plant communities, which are not necessarily endangered but are pristine and representative of the community type; altered ecosystems with reasonable potential for restoration to correct environmental damage that has occurred; and land with significant archaeological resources.
9. Commercial improved/unimproved
10. Residential improved/unimproved
11. Leasehold property
12. Agriculture
13. Mobile homes
14. Multi-family property
15. Court Testimony for condemnation proceedings
16. Historic properties, both commercial and residential
17. Commercial Office Space

All appraisals will be ordered on an as-needed basis for property acquisitions throughout the City of Mount Dora. Each issued task authorization will be scope specific and include a specific scope. The Consultant quote, per task authorization will be delivered in a full narrative form, unless otherwise directed. Written quotes will be provided by a letter agreement and will include cost, based on current City approved Fee Schedule/Rate Sheet on file with the City and the completion time. Appraiser will make every attempt to ensure the best possible response time to each task authorization as assigned. Appraiser will complete appraisal reports based on letter agreement. Final payment will be based on receipt and City approval of the final review reports.

3) **CITY'S RIGHT TO INSPECT**

The City or its authorized Agent shall have the right to inspect the Consultant's files to determine status of work on this project.

4) **TERMS AND CONDITIONS OF CONTRACT**

A contract/agreement resulting from this RFQ shall be subject to the terms and conditions set forth in a City Contract and any terms and conditions included in this RFQ. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, agreements or other documents provided by the Contractor(s) with their submittal.

A) **INITIAL CONTRACT PERIOD**

Initial Agreement Term: The initial agreement term, beginning with the Agreement Anniversary Date, will be for a period of three (3) years.

B) **RENEWAL PERIODS**

Agreement Renewal Periods: Additionally, by mutual agreement and funding availability, the contract may be renewed for two (2) automatic one (1) year renewal periods unless either party provides a written notice of non-renewal at no less than 120 days prior to renewal date (Agreement anniversary date).

C) **MINIMUM QUALIFICATIONS**

To be considered, the Respondent must meet the minimum qualifications as listed below:

- Certification:

The qualifying firm or individual must be properly licensed in the State of Florida.

- General Experience

At least ten (10) years of professional experience in performing the residential and commercial services described above.

- Local Government Experience

At least five (5) years of recent experience in performing services described above to one (1) or more local government agencies.

D) **COMPENSATION**

In general, the City's preferred method of compensation is for services rendered on an hourly basis, consistent with actual hours worked and the fee schedule then in effect. A "Fee Schedule" will be made a part of the contract and all applicable fees, payments, reimbursements, and costs paid to the successful proposer(s) will be based on the contract fee schedule. The Fee Schedule will include the hourly rate for each member of the successful firm, including the position and/or title.

All fees contained on an initial Fee Schedule, will remain in effect from the Agreement Anniversary Date through September 30, 2026. Fees may be adjusted annually thereafter, to be effective October 1, 2026, with prior notice and acceptance by the City.

Requests for fee adjustments must be submitted to the City's Purchasing Coordinator no later than May 31st of each calendar year beginning in the year 2026. Initial fee adjustment requests must be submitted no later than May 31, 2026 and annually on this month and day thereafter.

Fee adjustments will not be allowed for requests submitted for City consideration **after** May 31st of each eligible year.

No out of scope services will be provided by the successful Consultant(s) in the absence of prior, written authorization in the form of a supplemental agreement or amended task authorization and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligations for any services provided which do not conform to this requirement.

The City will not compensate the successful proposer, or any person in the firm, for time spent traveling to or from City meetings or to any project site location(s).

The City will not pay a retainer or similar fee.

Reimbursement of Out-of-Pocket Expenses:

If allowed by the contract, actual out-of-pocket expenses, such as word processing, photocopying, postage and the like will be reimbursed in accordance with the stated and agreed upon fee schedule.

Per Diem Travel Expenses:

The City does not anticipate this need. If it becomes necessary, the City's Project Manager must provide advance written approval of any travel on behalf of the City. For approved travel, City will reimburse out-of-pocket expenses such as per diem and subsistence allowance for necessary travel expenses pursuant to the City's existing travel policy governing travel.

Other Incidental Expenses:

The City will not compensate or reimburse the successful proposer(s) for any incidental expenses such as, but not limited to, permit fees or any time or costs associated with maintenance of licenses, certifications, etc.

The City will make the sole determination of an incidental expense.

5) GENERAL TERMS AND CONDITIONS

A) Licenses

The Consultant is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the discipline and/or

project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the bid/proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Consultant, with an office within the City is also required to have a business tax receipt.

If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

B) Principals/Collusion

By submission of a Qualification, the undersigned, as Respondent, does declare that the only person or persons interested in the Qualification as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Qualification or in the contract to be entered into; that this Qualification is made without connection with any other person, company or parties submitting a Qualification, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Consultant shall be legally considered an independent consultant, and that neither the Consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Consultant on thirty (30) days prior written notice.

F) Termination

Should the Consultant be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Consultant will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Indemnity

The successful Consultant(s) shall indemnify and hold the City harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between the City and said successful Consultant.

I) Assignment

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

J) Lobbying/Cone of Silence

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Qualification announcement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this RFQ, with the exception of the Finance Director or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

K) Single Submittal/Qualification

Each Respondent must submit, with their submittal, all forms included in this RFQ. Only **one** submittal from a legal entity as a primary will be considered. A legal entity that submits as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

L) Protest Procedures

Any appeal or protest to the Request for Qualification shall be governed by the City of Mount Dora's Purchasing Policy.

M) Public Entity Crime

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 or reply on a contract to provide any goods or services to a public entity; may not submit a bid/proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids/proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, consultant, sub-contractor, or sub-consultant under a

contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

N) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

O) Responsible Vendor Determination

Prospective Vendor is hereby notified that Florida Statutes, Section 287.05701, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Vendor.

P) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time
- b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, RFQ, and/or quotes
- c. Immediate termination of any contract held by the individual and/or firm for cause

Q) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

R) Scrutinized Company List

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIAProhibitedList.pdf?ver=2019-01-29-130702-420

S) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Task Authorization or Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable 510 North Baker Street, Mount Dora, FL 32757.

Progress payments may be requested on a monthly basis. The successful proposer will be paid periodically, but not more often than monthly upon presentation of a valid invoice or statement. The invoice or statement must clearly indicate the person generating the charge, the hourly rate for that person, the actual work performed, actual number of hours worked, the project or fund to be charged (as provided by City staff), and the appropriate purchase order number.

The City’s normal payment procedures (net 30 days) will be observed. No early payments will be approved.

Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

6) INSTRUCTIONS FOR BID/PROPOSAL

A) Compliance with the RFQ

Proposals must be in strict compliance with this **RFQ**. Failure to comply with all provisions of the **RFQ** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFQ**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer’s insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer’s bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA (American Institute of Architects) Document 310.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted to the Purchasing Coordinator within 7 days of receipt of the city's executed work/task order by Proposers receiving award, and written for 100% of the work/task order total estimate, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Consultant is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Consultant shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Qualification/Response

All bids/proposals are to be delivered before 2:00 PM, local time, on or before October 14, 2024 via electronic submission at www.demandstar.com only.

The City shall not bear the responsibility for proposals submitted past the stated date and/or time indicated.

E) Evaluation of Qualification/Response (Procedure)

The City's procedure for selecting is as follows:

1. An Evaluation Committee of at least three (3), but always an odd number, will be selected to review all responsive Proposals submitted in accordance with Statutes.
2. Subsequent to the closing of Proposals, the Purchasing Coordinator shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published **RFQ**.
3. All evaluation committee members shall review the Request for Qualifications (**RFQ**) issued.
4. The committee members shall review each **RFQ** individually and score each submittal based only on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, if not included in the solicitation document, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Qualification to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Coordinator to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFQ** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Qualification submittal by the City or a submission of a submittal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification submittal does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ**, Proposer shall immediately notify the Purchasing Coordinator, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Coordinator will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFQ** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ** prior to submitting a submittal or it shall be waived.

G) Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Qualification in response to this **RFQ**, nor for the presentation of its Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Qualification, to reject any or all Qualifications, to re-solicit for Qualifications, if desired, and upon recommendation and justification by the City to accept the Qualification which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Qualification which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Qualification of any other proposer or to re-advertise using similar or revised documentation, at its sole discretion.

I) Requests for Clarification of Qualifications

Requests by the Purchasing Coordinator to a proposer(s) for clarification of Qualification(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Qualification.

J) Validity of Qualifications

No Qualification can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Qualifications.

All Qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

1. The Qualification shall be deemed an offer to provide services to the City. In submitting a Qualification, the Proposer declares that he/she understands and agrees to abide by all

specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the Agreement.

2. To facilitate the fair evaluation and comparison of Qualifications, all Qualifications must conform to the guidelines set forth in this RFQ. Any portions of the Qualification that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Qualification. However, any Qualification that contains such variances may be considered non-responsive.
3. Qualifications should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFQ.
4. Qualification submittals should be tabbed as noted below.
5. The items listed below shall be submitted with each Qualification and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Qualification.

Title Page:

**REQUEST FOR QUALIFICATION
RFQ 24-CM-018
"APPRAISAL SERVICES – LAND AND REAL PROPERTY"**

Table of Contents:

Tab I – Statement of Interest and Introduction:

The responding firm (lead firm if sub-consultants are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. If sub-consultants are proposed, each sub-consultant must provide a similar letter, not exceeding one (1) page.

Tab II – Company History:

Provide a brief history of the firm, including number of years in business and organizational structure. Please state if the proposer maintains a physical office located within the Central Florida region of the State. Identify, if this location will provide the majority of the services or work to be performed.

Tab III – Approach to the Engagement:

Provide in detail your firms approach and methodology as it relates to overall provision of requested professional Appraisal Services.

1. The statement of approach should begin with an introductory and overview section that describes the firm's understanding of the services required.
2. The body of the statement of approach should describe the firm's method of addressing the requirements to requested services. Describe your understanding of the scope of services and the City's needs, your approach to providing the described services, any specialized skills available, and any special considerations or possible difficulties in providing the described services.

3. Provide a statement as to your ability and desire to stay within City budget requirements and what methods will be used to assure that a specified budget is not exceeded.
4. A statement of the firm's capacity to perform work within a required schedule. This should take a narrative form which describes and represents a commitment by the responding firms to allocate the necessary resources to the City and provide all requested services in a timely manner.
5. Any addition(s), exception(s), or clarification(s) the proposer may deem pertinent to this proposal.

Tab IV – Qualifications/Experience of Firm and Key Personnel:

1. A description, not exceeding two (2) pages, of the firm's proposed project team. This description should provide the names, titles, firm names (if sub-consultants are involved), and clearly identify the proposed team role for each person.
2. Provide a current organizational chart of the firm and identify each principal of the firm and any other key personnel who will be professionally associated with the engagement.
3. For each person (not exceeding two (2) pages each), a brief description of qualifications which will include at minimum, the professional qualifications for each person assigned to the City, and a summary of experience on engagements similar to that described by this RFQ, and summary of experience on engagements similar to that described by this RFQ. This summary of experience will describe the services provided and the dates of such experience. Include key personnel's experience with local governments and other public entities. Also, identify the role the aforesaid individuals will assume with the City and if the individuals are based out of the Central Florida region.

Tab V – Workload:

1. Provide a listing of recent, current and projected workloads of the firm and of specific team members to be assigned work with the City. The Proposer will include a graph or other informational diagram / format indicating the allocated and available staff hours for our projects. Please explain on a percentage basis the average amount of time the proposers staff has available for the City of Mount Dora projects monthly. Identify other governmental agencies currently being represented in the State of Florida.
2. Provide a listing of the volume of work previously awarded to the firm by the City. The information will be considered by the City with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principal of selection of the most highly qualified firms.
3. Identify (not to exceed one (1) page) any existing relationships that might affect either positively or negatively, your ability to perform the services requested.

Tab VI – References: (See Required Form to be placed under this Tab)

Submission of a minimum of four (4) public governmental agency references who engaged the firm for similar studies in nature and related processes or activities. The services provided to these clients should have characteristics as similar as possible to those requested in this **RFQ**.

Information provided for each client shall include the following:

1. Client name; client contact name with email address and current telephone number
2. Description of services provided.
3. Time period of the contract.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Proposal. The City reserves the right to contact any and all references. A uniform sample of references will be checked for each Proposer.

Tab VII – Statement of Litigation:

Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last ten (10) years. All litigation should include the case number, the name of the case and the location the case has been filed in. Electing to not respond to this section or stating that all litigation is sealed may result in a proposal being deemed as “non-responsive” to this RFQ.

L) Qualification Evaluation Committee and Evaluation Factors

All Qualifications will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this **RFQ**, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualifications received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Qualifications shall include all of the information solicited in this **RFQ**, and any additional data that the offeror deems pertinent to the understanding and evaluating of the Qualification. Proposers will provide their best analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Qualifications evaluated by an evaluation committee and scored for non-price factors to include technical response, qualifications and experience.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide Consultants with an opportunity to answer any questions the City may have on a proposer’s submittal.

Proposers submitting the required criteria will have their Proposal(s) evaluated by Evaluation Committee Members and scored to include the following criteria:

Submissions will be evaluated on a total score basis, with a maximum assignable score of five

hundred (500) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Criteria	Max Criteria Points Assigned	Assigned Weight	Maximum Score Possible
Statement of Interest/Introduction (Tab I); Firm History (Tab II); Approach to Engagement (Tab III)	30	5	150
Qualifications/Experience of Firm & Project Team (Tab IV)	30	5	150
Current Workload (Tab V)	30	5	150
References (Tab VI)	5	5	25
Statement of Litigation (Tabs VII)	5	5	25
Totals	100	5	500

Formal Oral Presentation/Interview Scoring (if requested):

If requested by the Evaluation Committee, a second Evaluation Committee will be scheduled, advertised, and coordinated with the shortlisted vendors by the City's Purchasing Coordinator. This meeting will provide each of the shortlisted vendor 15 minutes to present information, with focus on the items listed below in the "Weighted Evaluation Criteria for Final Ranking", and followed by a 30 minute random question and answer period. The Consultant presentation is to be supported by a hard copy hand-out without reliance on a computer power point show unless otherwise directed in writing. Each of the shortlisted consultants may have no more than three (3) people participating in this meeting.

The City reserves the right to ask participating firms any questions deemed relevant by the Evaluation Committee Members. The initial focus, however, will be on the following question:

1. Quality of the Interview: a) Interview was clear and concise; b) Questions were appropriately answered by Consultant.

If Presentations/Interview sessions are requested for shortlisted firms the following scoring process will apply:

A maximum of four (4) points can be assigned to each firms' session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring.

After shortlisted Consultants have completed Presentation/Q&A sessions, the Evaluation Committee members will complete the Presentation/Q&A scoring forms with Purchasing totaling the forms. Scoring for this phase will NOT be combined with the previous phase. The score of each Evaluation Committee member will be tallied individually for each Consultant. Each Evaluation Committee members score will then be converted to a ranking number for each consultant with 1 being the highest ranked, 2 the second, and do on. A final ranking of the shortlisted consultants will be announced based on final ranking.

If held, the Presentation/Interview final scoring will determine the final ranking of shortlisted firms.

Drug-Free Workplace:

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Mount Dora, these services should be identified and included in the request response.

Tie Breaker:

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.
- Timeliness of delivery.

Remainder of Page Intentionally Left Blank

7) **REQUIRED FORMS - ALL FORMS MUST BE SUBMITTED WITH YOUR PROPOSAL.**
Failure to return all required forms will result in the removal of the submittal from further consideration for award.

1. Proposers Checklist
2. Conflict of Interest Affidavit
3. F.S.S Section 287.138 Certification
4. Affidavit of Compliance with Florida Statutes, Section 288.0071
5. Grant Funding Compliance Form
6. Vendor Certification Regarding Scrutinized Companies' List
7. Proposers Qualification Form
8. Declaration Statement
9. Insurance Requirements
10. Drug Free Workplace Certification
11. Non-Collusion Affidavit of Prime Qualifier
12. Acknowledgements
13. Compliance with Public Records Law
14. References Form
15. Public Entity Crimes Statement
16. Firm Information
17. Sub-Consultant Listing
18. Completed W9
19. Signed Addenda (if applicable)

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ All applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ Any addenda has been signed and included.
- ☐ The Bid will be electronically delivered in time to be received no later than the specified due date of October 14, 2024 and time of 2:00 PM EST. Bid will not be considered otherwise. Electronic responses are the only accepted method of response delivery to the City.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Office, if any actual or potential conflict of interest arises during the solicitation process.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

**FLORIDA STATUTES, SECTION 287.138
CERTIFICATION**

I, _____(person)_____, as the _____(title)_____ of
_____(entity)_____, do hereby certify that
_____(entity)_____: (i) is not owned by the government of a foreign country of
concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign
country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is
not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section
287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined
by Florida Statutes, Section 287.138.

Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization of _____, who personally swore or affirmed that he/she is
authorized to execute this Oath and who is personally known to me or who produced
_____ as identification, and who did/did not take an oath this
_____ day of _____, 2024.

(stamp)

NOTARY PUBLIC, State of Florida

**AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES,
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida – at large, personally appeared,
_____, and having first made due oath or affirmation, states:

(Write Name Here)

1. My name is _____.
(Write Name Here)

2. I am the _____ of _____.
(Insert Job Title) (Insert Company Name)

3. The Company was formed in _____ and is a _____.
(Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this _____ day of _____, 202__.

BY: _____
Signature of Affiant

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this day of _____, 2024.

(stamp)

NOTARY PUBLIC

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: _____ Project Number: _____

Project Location: _____

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation_____.

Dated this ____ day of _____, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation _____.

Name of Firm

Signature

Printed Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES' LISTS PURSUANT TO
FLORIDA STATUTES, SECTION 187.135**

Respondent Vendor Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title:

Address: _____

Phone Number: _____ Email Address: _____

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not participating in a boycott of Israel and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature

Print Name: _____

Print Title: _____

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		\$ _____
		\$ _____
		\$ _____

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a contract? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all litigation(s) that have been filed by or against the division of your firm that will be responsible for the scope of work in this solicitation, in the last ten (10) years:

CONTRACT VALUES:

List total value of contracts for work done on all completed and similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

Attach additional page if necessary.

\$_____ **Total Value for work done on all PAST completed and similar projects.**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFQ NO. 24-CM-018, “Appraisal Services - Land and Real Property”

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-CM-018**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____,
20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

- ☒ 1. Worker's Compensation Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements.
- ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. Bodily Injury & Property Damage

\$1,000,000 single limit per
occurrence
- ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

- ☒ 4. Automobile Liability \$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included
- ☒ 5. Other Insurance as indicated below: \$ 1,000,000 Per Occurrence
Errors and Omissions or Professional
Malpractice Coverage
- ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- ☒ 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.
- ☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

- ☒ 11. The Certificate must state the RFQ Number and **TITLE**
.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐ YES
☐ NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-CM-018.

I am fully informed respecting the preparation and contents of the Response to RFQ #24-CM-018, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-CM-018, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-CM-018 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

ACKNOWLEDGEMENTS

**RFQ #24-CM-018
“APPRAISAL SERVICES –LAND AND REAL PROPERTY”**

**To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757**

_____(Proposer) guarantees its Response to RFQ #24-CM-018 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this _____ day of _____, _____
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank



CITY OF
MOUNT
DORA

**COMPLIANCE WITH THE PUBLIC RECORDS LAW
RFQ #24-CM-018**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references, excluding the City of Mount Dora, for which the firm has provided services described in this Qualification for five (5) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
4. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by:_____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is_____.
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

FIRM INFORMATION

Firm is a:

- () Corporation
() Partnership
() Sole Proprietorship
() Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

SUB-CONSULTANT LISTING

Provide a name, and address of all sub-consultants that have the potential to work on this project.

Phone Number:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**Request for Taxpayer
Identification Number and Certification**

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

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

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

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the

4 Exemptions (codes apply only to

**Request for Taxpayer
Identification Number and Certification**

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

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

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

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Print or type.
See Specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

EXHIBIT “A”

ZOOM MEETING
ACCESS INFORMATION

Solicitation Opening via ZOOM:

Topic: RFQ 24-CM-018 Opening
Time: Oct 14, 2024 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us06web.zoom.us/j/85124338424>

Meeting ID: 851 2433 8424

One tap mobile
+13052241968,,85124338424# US
+13092053325,,85124338424# US

Find your local number: <https://us06web.zoom.us/u/kbXRCGFwyL>

EXHIBIT B

BBG, Inc.'s Response to RFQ #24-CM-018

Proposal

Request for Qualification RFQ 24-CM-018

APPRAISAL SERVICES – LAND AND REAL PROPERTY

Proposal from:
BBG
REAL ESTATE SERVICES

Please direct all contractual questions to:

Marc George Nassif, MAI, LEED AP, MRICS
Senior Managing Director
42 Watson Street, Suite C, Detroit, MI 48201
P [734-462-0700](tel:734-462-0700) **C** [248-496-6787](tel:248-496-6787)
E mnassif@bbgres.com

Tab I

October 14, 2024

Whitney Donovan
Purchasing Coordinator
City of Mount Dora
510 N Baker Street,
Mount Dora, FL 32757

To Whitney Donovan:

Thank you for the opportunity to submit this proposal in response to the above identified RFP.

BBG is confident our combination of appraisal and engineering inspection services provide industry-leading expertise for this assignment. You will have a single point of contact to coordinate all our staff and ensure an efficient use of your time.

Who is BBG?

We're the largest independent commercial real estate due diligence company in the nation offering valuation, engineering, environmental, survey, zoning, and construction monitoring services.

What do we do?

BBG completes over 40,000 engagements annually.

Why hire us?

We don't do anything with commission-based compensation. We provide independent and clear answers to our clients' questions without basing our earnings on their decisions.

In response to RFQ 24-CM-018 Appraisal Services – Land and Real Property, we have prepared this overview of BBG, our experience and capabilities. BBG, Inc. is a national real estate services firm headquartered in Dallas, Texas with 50 offices nationwide. We offer services actively to more than 4,500 clients including investors, lenders, attorneys, accountants, corporations, and several municipal agencies. Over the past 14 years, BBG's employee roster has grown from a dozen or so team members to over 500 professional employees, many of whom are MAI designated and LEED certified. BBG's predecessor, Butler Burgher Group, was formed in 2009 as a commercial real estate valuation and appraisal firm. In 2015, the company was re-organized to form BBG, Inc. and our subsidiary firm, BBG Assessments, LLC. BBG, Inc. operates as the Appraisal and Valuation consulting group, while BBG Assessments, LLC operates as the Engineering and Environmental consulting group. BBG, Inc. is 100% owned by BBG Intermediate Holding, Inc. BBG has extensive firm experience providing appraisal services for municipal agencies across the country. Current and prior municipal clients include:

Port Authority of New York and New Jersey
New York State DOT
City of Phoenix Fire Department
Mississippi DOT
City of Charlotte, NC
Township of Rockaway, NJ
City of Philadelphia, PA

City of Sacramento, CA
City of Plano, TX
New Orleans Regional Transit Authority
Norfolk Airport Authority
Township of Parsippany-Troy Hills, NJ
Texas DOT
United States Postal Service

Johnson County, KY
Wasatch County, UT
Utah DOT
City of Orlando, FL
City of Houston, TX
Borough of Lincoln Park, NJ
Wayne County Stadium Authority
Palm Springs, CA

Amtrak
Tennessee Valley Authority
Rochester Genesee Regional Transportation Authority
United States Army Corps of Engineers
Borough of Ramsey, NJ
Wasco County, OR
City of Detroit, MI

The BBG Difference

National Footprint. BBG is one of only two national firms offering in-house valuation and environmental and property condition assessment services for all commercial property types.

Customer-focused Growth. BBG is one of the largest national due diligence firms because we deliver best-in-class work products and provide excellent customer care.

Qualified Team. Over 50 percent of BBG appraisers are MAI designated and offer deep industry expertise gained through real-world experience.

Unbiased Independence. By focusing exclusively on due diligence services, BBG guarantees an independent perspective free from potential conflicts of interest.

Innovative Technology. BBG has made significant analytics and IT investments to continually improve our data and report quality. For more information, please visit www.bbgres.com

I will serve as the point-of-contact for this engagement. My contact information is:

Richard A. Best, MAI, AI-GRS, CCIM, MRICS
Managing Director

Valuation
RZ2001

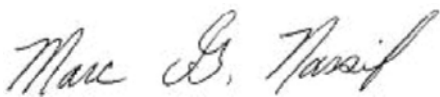
1601 East Amelia Street, Orlando, FL 32803

P 689-223-1249 C 407-733-7535

E rbest@bbgres.com

Our firm appreciates the opportunity to bid on this assignment and we look forward to being able to bring the expertise of licensed appraisers, professional engineers, property inspectors and information technology staff together to provide quality service to City of Mount Dora. If you have any questions, please don't hesitate to contact me.

Sincerely,



Marc G. Nassif, MAI, LEED AP, MRICS
Senior Managing Director

Tab II



Company Overview

BBG OVERVIEW

BBG is one of the nation's largest real estate services firms with more than 45 offices across the country serving more than 4,500 clients. We deliver best-in-class valuation, advisory and assessment services with a singular focus of meeting our clients' needs.

Our professional team offers broad industry expertise and deep market knowledge to help clients meet their objectives throughout the real estate life cycle.

BBG clients include commercial real estate professionals, investors, lenders, attorneys, accountants and corporations.

THE BBG DIFFERENCE

National Footprint. BBG is one of only two national firms offering in-house valuation and environmental and property condition assessment services for all commercial property types.

Customer-focused Growth. BBG is one of the largest national due diligence firms because we deliver best-in-class work product and provide excellent customer care.

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Unbiased Independence. By focusing exclusively on due diligence services, BBG guarantees an independent perspective free from potential conflicts of interest.

Innovative Technology. BBG has made significant analytics and IT investments to continually improve our data and report quality.

SERVICES

Valuation

- + Single Asset Valuation
- + Portfolio Valuation
- + Institutional Asset Valuation
- + Appraisal Review
- + Appraisal Management
- + Lease and Cost Analysis
- + Insurance Valuation
- + Arbitration & Consulting
- + Feasibility Studies
- + Highest and Best Use Studies
- + Evaluation
- + Investment analysis
- + Tax appeals
- + Litigation Support
- + Manufactured Housing and Campgrounds

Advisory

- + ASC 805 Business combinations
- + ASC 840 Leases
- + Purchase Price Allocations
- + Portfolio Valuations for reporting net asset values (NAV)
- + Public and non-traded REIT valuations
- + Valuations for litigation and litigation support
- + Sale-leaseback valuation analysis
- + Valuations for bankruptcy/fresh start accounting
- + Cost segregation analysis

Assessment

- + Environmental due diligence
- + Building Services
- + Construction Risk Management
- + HUD
- + Energy Efficiency Services
- + Land Surveying
- + Zoning

For more information, please visit www.bbgres.com

Valuation + Assessment

MULTI-SITE PORTFOLIOS

PORTFOLIO TEAM

BBG has the expertise and portfolio management systems in place to rapidly and cost-effectively deliver the required real estate resources for large multi-site portfolios. Regardless of time constraints, geographic locations or property types, BBG has a proven track record in this niche.

Our Approach

On any portfolio, BBG assigns a client manager (CM) with more than 15 years of experience as a single point of contact. The BBG CM becomes part of the client's real estate team and calls upon BBG's nationwide resources and industry expertise to reach client objectives.

REPRESENTATIVE ASSIGNMENTS

BBG has completed numerous multi-scope portfolio projects nationwide. Some of the notable transactions performed by the portfolio management team include:



MULTI-FAMILY

175 sites in 35 states
450 sites in 1 state



BANK BRANCH

60 sites in the Southeast



RETAIL

90 sites in 23 states



MIXED-USE RETAIL

35 sites in Virginia



SINGLE-TENANT RETAIL

60 sites in the Southeast



INDUSTRIAL

36 sites in 14 states



RESTAURANT

980 sites in 49 states



OFFICE

17 sites in 3 states



LUXURY HOSPITALITY

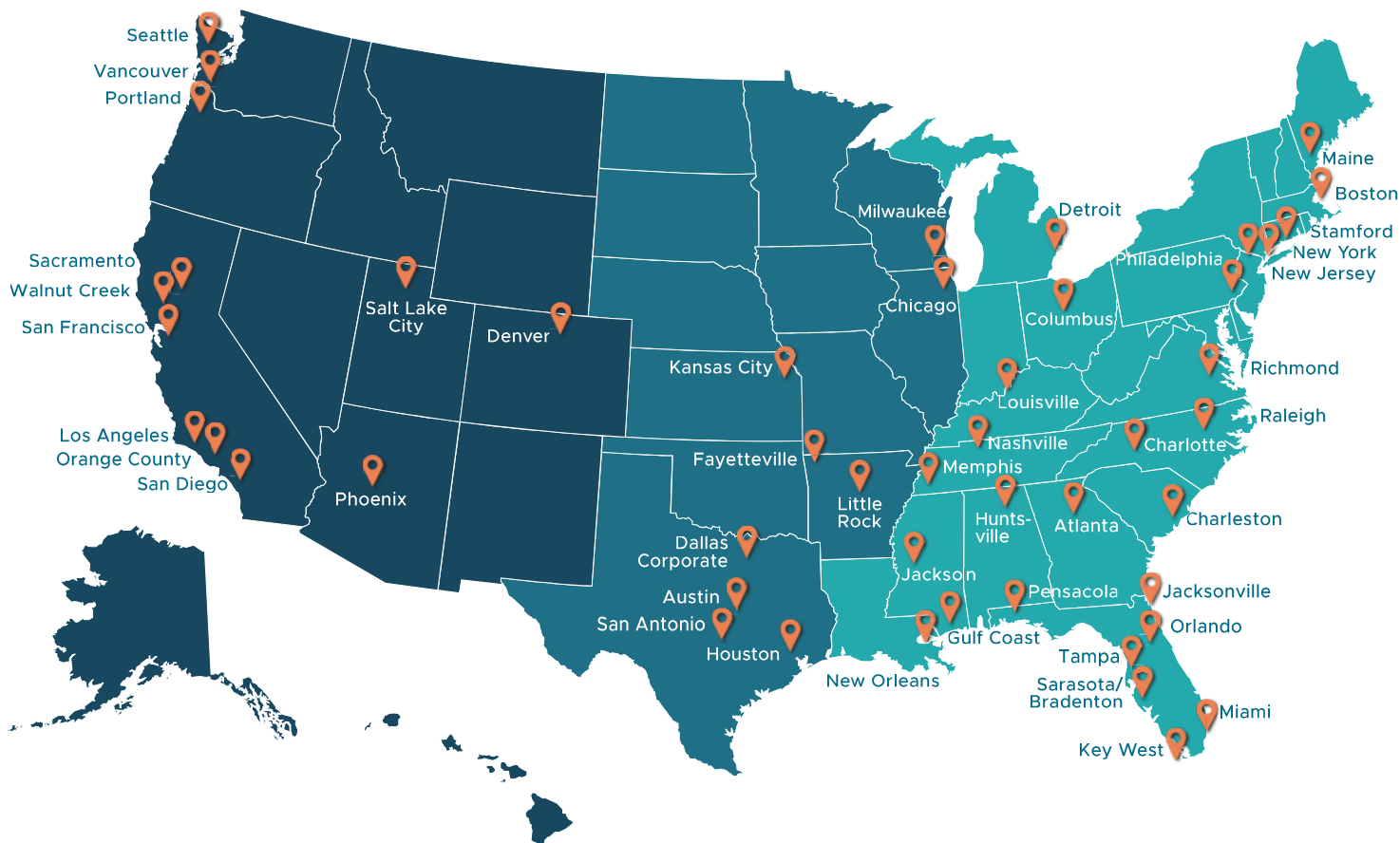
750 rooms &
48 villas on 518 acres

Clients and Locations

National Insights

One of the top five commercial real estate valuation and consulting firms in the United States, Dallas-based BBG has more than 700 employees nationwide. This strength gives local expertise across diverse property types in all major U.S. markets. BBG clients include commercial real estate professionals, investors, lenders, attorneys, accountants and corporations.

BBG Office Locations:



Tab III

Proposed Work Plan

BBG Inc. guarantees that all proposed key team members will be available for the duration of the project. We understand the importance of continuity in project management and have structured our team to ensure that there are no disruptions in service delivery.

BBG Inc.'s approach to project execution is rooted in our deep understanding of the challenges and requirements of services. We will utilize a phased approach that begins with thorough property research and title work, followed by accurate appraisals, efficient acquisitions, and careful management of the relocation and closing processes.

Our process for implementing appraisal orders is as follows:

1. Client Kick-Off Call – This will address: 1 Day
 - a. Review of the asset,
 - b. Identify points of contact, and
 - c. Establish inspection criteria, methodology and scheduling.
2. BBG Team Mobilization: 1 Day
 - d. Assign asset(s) based on asset type, location, and unique attributes,
 - e. Schedule inspection(s), and
 - f. Customize BBG templates and reporting to the unique requirements of the clients' needs.
3. Data Requests: 1 Day
 - g. BBG will submit data requests for each asset, and
 - h. BBG will review public information for the asset(s).
4. Inspections – During this phase we will: 1 Day
 - i. Take *photographs* of the asset(s),
 - j. Confirm the assets'
 - i. *Property address,*
 - ii. *Occupancy and use,*
 - iii. *Type of construction,*
 - iv. *Condition,*
 - v. *Fire protection, and*
 - vi. *Any unique features to the subject.*
5. Office Research – in this phase BBG will complete: 5 – 7 Days (simultaneous with Step
 - k. Populate templates for each asset,
 - l. Confirm each asset's:
 - i. *Estimated age,*

- ii. Square footage,
- i. Flood hazard zone,
- m. Research, confirm and apply approaches to value, and
- n. Prepare draft report(s) as requested in the RFP.

6. Quality Control Phase:

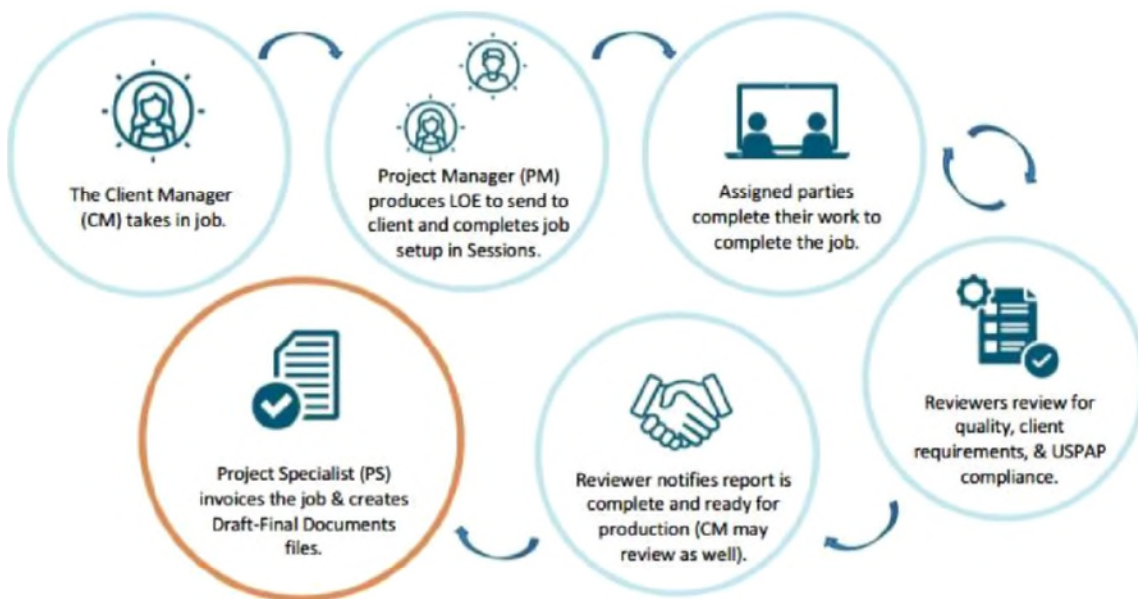
2 to 3 Days

- o. The report(s), data entry and calculations all go through a rigorous quality control process, and
- p. The Reviewer must approve each work product before it is released to the client.

The following demonstrates our appraisal and quality control processes. It also identifies the BBG staff roles needed

BBG Requests the following contacts / roles from the client:

1. Managing point of contact: Someone with authority to manage the client's team
2. Data collection contact: Someone with access to all requested building data
3. Inspections scheduling contact: Someone to assist in scheduling inspections



Methodology

Understanding the Services Required

BBG Inc. recognizes the importance of accurately appraising land and real property to support the City's strategic goals. We have a thorough understanding of the necessary market research, analysis of comparable properties, and regulatory considerations. Our approach begins with a detailed assessment of the City's specific appraisal needs, allowing us to align our efforts closely with project expectations.

Execution of the Appraisal Process

Our process involves several critical steps to ensure the delivery of accurate and reliable appraisal reports:

- **Scope Analysis:** We start by defining the scope of services and reviewing any preliminary information provided by the city to identify key valuation parameters.
- **Data Collection & Analysis:** We utilize advanced data collection methods, including market trends, geographic information systems (GIS), and the latest industry software, to compile and analyze property data.
- **Valuation Methodology:** Depending on the property type, BBG Inc. employs the appropriate appraisal methods such as Sales Comparison Approach, Cost Approach, or Income Capitalization Approach to ensure a precise valuation.
- **Quality Control & Review:** All appraisal reports undergo rigorous internal review by senior appraisers to maintain compliance with Uniform Standards of Professional Appraisal Practice (USPAP) and other relevant guidelines.
- **Communication:** We maintain clear communication channels with City representatives to ensure transparency throughout the appraisal process and address any specific concerns promptly.

Specialized Skills and Expertise

BBG Inc.'s team is comprised of certified appraisers with extensive experience in evaluating various types of land and real properties. Our specialized skills in handling complex appraisals enable us to navigate challenges such as unusual property features, zoning variances, or limited market data. Additionally, our familiarity with local market

trends and regulatory frameworks ensures that our appraisals are contextually accurate and reliable.

Commitment to Quality and Client Satisfaction

We are committed to providing the City with appraisal services that meet the highest standards of accuracy and integrity. Our focus on client satisfaction means we remain flexible to accommodate any special considerations or modifications to our approach, ensuring that all project requirements are met effectively.

Budget Management

BBG Inc. is dedicated to delivering appraisal services within the City's specified budget. Our approach includes:

Efficient Resource Allocation: By leveraging in-house expertise and technological tools, we minimize costs while maintaining high standards of quality.

Regular Budget Reviews: We conduct internal reviews to ensure that we stay on track with the budget, adjusting as necessary to avoid cost overruns.

Cost Transparency: We provide detailed budget breakdowns and communicate proactively with the city regarding any potential deviations from the planned costs.

Capacity to Perform and Timeline Commitment

BBG Inc. has a proven track record of meeting tight deadlines without compromising on the quality of work. We are prepared to allocate the necessary resources to complete all requested services promptly, ensuring that the City's requirements are met on schedule. Our commitment is reflected in the following practices:

Dedicated Project Management: A dedicated project manager will oversee the appraisal process, ensuring efficient workflow and timely delivery of milestones.

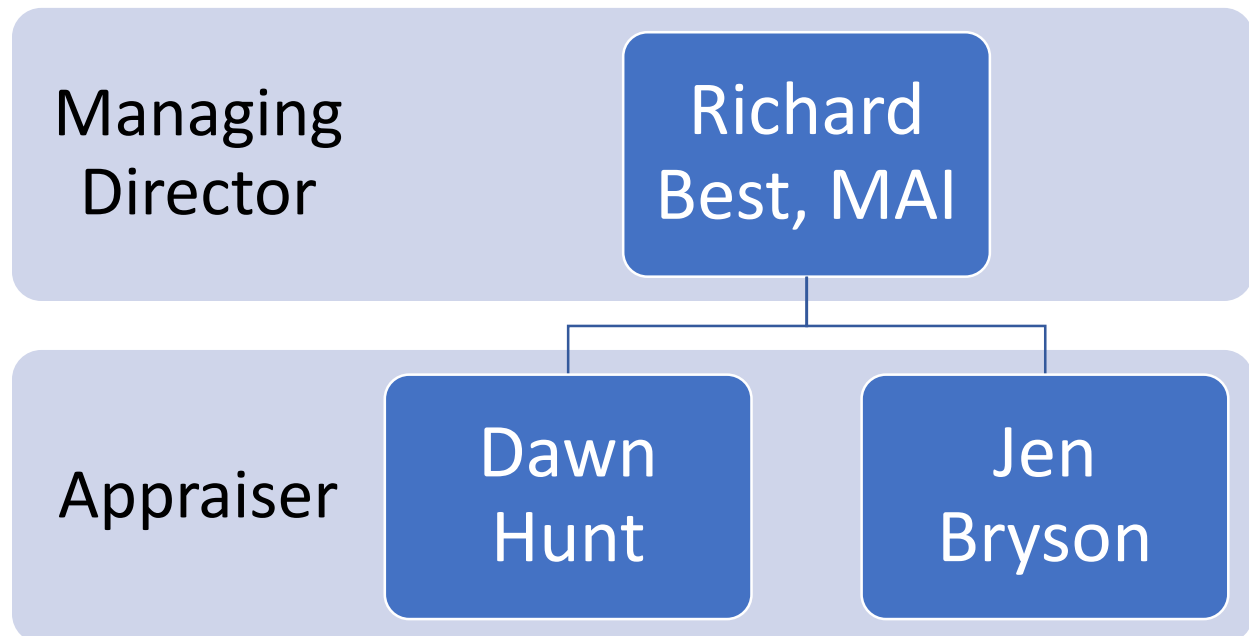
Resource Availability: BBG Inc. maintains a robust network of appraisers and support staff, allowing us to scale our resources to meet the City's needs.

Contingency Planning: We are prepared to adapt to unexpected challenges and have established contingency plans to maintain project timelines, ensuring uninterrupted service delivery.

Tab IV

Proposed Staff

BBG Inc.'s team is composed of highly skilled professionals with extensive experience in Appraisal services. Our team members hold all necessary experience and education required to perform the tasks outlined in this RFP. Following is the organization chart of the team who will be working on this RFP. It will be led by Richard Best, Managing Director at BBG Inc.



BBG takes a comprehensive, team approach to all appraisal engagements. This allows us to give the best mixture of geographic and technical competency to each assignment. As demonstrated in our work-flow process, each appraisal has four- to six colleagues assigned.

This also allows us to avoid any delays arising from an individual staff member being unable to complete an assignment. Details of this staff is presented on the following pages. The staff listed above is supported by over 500 colleagues nationally. All of these are available to be added to this assignment as volume dictates.

The following pages include resumes of the team members mentioned above.

Profile

Richard is a Managing Director at BBG in the Orlando office. Mr. Best's qualifications include a degree in Real Estate from Florida State University in 1991. He holds the MAI appraisal designation and is a state certified general real estate appraiser in the State of Florida. Mr. Best has commercial appraisal experience in the Orlando, Jacksonville and Tampa markets and has prepared a variety of appraisals in locations around Florida and Georgia. Mr. Best has served as an expert witness on numerous occasions with the United States Federal Bankruptcy Court. He has also served as a real estate consultant for several institutional clients.

Professional Affiliations

Member (MAI); Appraisal Institute, MAI, Membership #11214
General Review Specialist (AI-GRS) – Appraisal Institute
Certified Commercial Investment Member (CCIM)
Member, Royal Institute of Chartered Surveyors (MRICS)
CCIM Institute; Membership #12065
Florida Certified General Real Estate Appraiser No. RZ 2001
Licensed Real Estate Broker – Florida No. BK3238296

Education

Graduate of Florida State University, Tallahassee, Florida; Bachelor of Business Administration; Major: Real Estate – December 1991

Coursework

THE APPRAISER'S COMP



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

BEST, RICHARD A

1601 E AMELIA ST
ORLANDO FL 32803

LICENSE NUMBER: RZ2001

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Tab V

Recent, Current, and Projected Workloads

BBG Inc. is actively managing a diverse portfolio of appraisal projects across Florida, including several municipal and county contracts. To provide clarity on our capacity and availability for the City of Mount Dora, we have included a list showing our current and past projects. Our team dedicated to this engagement comprises certified appraisers, project managers, and support staff with extensive experience in similar assignments.

Delivery Dates Due	Property Type	City	State
	Land	Eustis	
	Land	Kissimmee	
	Land	St. Augustine	
	Land	Kissimmee	
	Land	Clewiston	
	Land		
	Land	Eustis	
	Land	Frostproof	
	Land	Clewiston	
	Land	Clewiston	
	Land	Sunny Isles Beach	
	Land	Wildwood (Unincorporated)	FL
	Land	San Antonio	
	Residential	Oakland	
	Land	Winter Park	
	Land	Oakland	
	Land	Oviedo	
	Land	Mount Dora (Unincorporated)	
	Land	Apopka	
	Land	Daytona Beach	
	Land	Oviedo	
	Land	Kissimmee	
	Land	Venice	
	Land	Jacksonville	
	Land		
	Land	Orlando	
	Land	Ocala	
	Land	Lake Mary	
	Land	Venice	
	Land	Lakeland	
	Land	Jennings	
	Land	Leesburg	
	Land	Punta Gorda	
	Land	Ocoee	

Delivery Dates Due	Property Type	City	State
	Land	Clermont	
	Land	Minneola	
	Land	St. Augustine	
	Land	Kissimmee	
	Land	Clermont	
	Land	Apopka	
	Land	Sanford	
	Land	Ocoee	
	Land	Santa Rosa Beach	
	Residential	Nokomis	
	Land	Port St. Lucie	
	Land	Ocoee	
	Land	Orlando	
	Land	St. Cloud	
	Land	St. Cloud	
	Land	St. Cloud	
	Land	Atmore	
	Land	St. Cloud	
	Land	Orlando	
	Land	Winter Garden	
	Land	Tavares	
	Land	Hudson	
	Land	Wauchula	
	Land	St. Cloud	
	Land	Altamonte Springs	
	Land	Mims	
	Land	Kissimmee	
	Land	Venice	
	Land	St. Augustine	
	Land	St. Cloud	
	Land	Lake Wales	
	Land	Jupiter	

We understand the City's goal of maintaining an equitable distribution of contracts among qualified firms. BBG Inc. is confident that our proven track record and capacity to deliver high-quality services align with the City's selection criteria for RFQ 24-CM-018. Our commitment is to provide the City with objective, impartial, and high-quality appraisal services, ensuring that any existing relationships will not impact the integrity or quality of our work on this project.

Tab VI

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references, excluding the City of Mount Dora, for which the firm has provided services described in this Qualification for five (5) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Florida Capital Bank
Address: Morris Bridge Road, Tampa, FL 33647
Point of Contact: Cindy Keating
Phone #: 904-245-7095 Email address: ckeating@flcb.com
Service(s) Provided: Land Appraisal - Vacant Commercial Lot

Dates of Service: 09/23/2024

2. Name of Company: Newtek Small Business Finance, Newtek Bank, National Association
Address: 7672 Highway 630 East, Frostproof, FL 33843
Point of Contact: Christina Page
Phone #: 212-356-9510 Email address: cpage@newtekone.com
Service(s) Provided: Land Appraisal - Agricultural Land

Dates of Service: 08/27/2024

3. Name of Company: The Market Connection, LLC
Address: 412 E. State Road 44, Wildwood (Unincorporated), FL 34785
Point of Contact: Ronnie Purdy
Phone #: 352-308-8644 Email address: _____
Service(s) Provided: Land - Industrial Acreage at I-75 and SR 44

Dates of Service: 07/05/2024

4. Name of Company: D&G Gallagher, LLP
Address: 1965 & 1975 West Fairbanks Avenue, 1960 Karolina Avenue, & 521 Ohio Street, Winter Park, FL 32789
Point of Contact: Kathleen Gallagher McIver
Phone #: 407-258-3366 Email address: gallagherfp@gmail.com
Service(s) Provided: Commercial Redevelopment Site

Dates of Service: 06/13/2024

Tab VII

BBG Inc. is proud to affirm that it maintains a clean record with no history of litigation, claims, or legal proceedings pending against the company, its management, or any of its professional staff. As a firm committed to upholding the highest standards of integrity, professionalism, and ethical conduct, BBG Inc. has implemented rigorous practices to ensure compliance with all applicable laws, regulations, and industry standards.

Commitment to Ethical Standards:

BBG Inc.'s success and reputation in the real estate appraisal industry are built upon a foundation of transparency, honesty, and a commitment to providing exceptional service to our clients. Our policies emphasize strict adherence to the Uniform Standards of Professional Appraisal Practice (USPAP) and other regulatory requirements governing the industry. This diligent approach has enabled us to deliver high-quality services without the occurrence of disputes that could result in litigation.

Risk Management and Conflict Resolution:

At BBG Inc., we understand the importance of effective risk management and proactive conflict resolution. Our team is trained to identify and address potential issues before they escalate, ensuring that every project is conducted smoothly and in alignment with client expectations. Through open communication with our clients and a commitment to resolving concerns promptly, we have maintained positive relationships and avoided any disputes that could result in legal action.

Focus on Client Trust and Reliability:

BBG Inc. recognizes that trust and reliability are paramount in our industry, especially when serving public sector clients like the City of Mount Dora. We strive to be a dependable partner, dedicated to safeguarding the interests of the City and delivering results that align with its goals and standards. The absence of litigation against BBG Inc. reflects our unwavering focus on client satisfaction and the strength of our relationships with the public agencies we serve.

BBG Inc. values its reputation as a responsible and reliable partner in the appraisal industry. The absence of any litigation against our firm is a testament to our commitment to quality, ethics, and client-centered service. We remain dedicated to continuing this track record as we seek to provide professional appraisal services for the City of Mount Dora under RFQ 24-CM-018. Our goal is to ensure that our services are delivered with the same level of integrity and excellence that has defined our operations over the years.

Acknowledgment:

BBG Inc. acknowledges that this statement of litigation is provided to ensure transparency and build trust with the City of Mount Dora.

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda has been signed and included.
- ☒ The Bid will be electronically delivered in time to be received no later than the specified due date of October 14, 2024 and time of 2:00 PM EST. Bid will not be considered otherwise. Electronic responses are the only accepted method of response delivery to the City.

BBG Inc.

Company


Authorized Signature
Marc Nassif - Senior Managing Director

Printed Name & Title
mnassif@bbgres.com

Email

42 Watson Street, Suite C

Address
Detroit, MI 48201

City, State, Zip Code
734-462-0700

Telephone No.

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Office, if any actual or potential conflict of interest arises during the solicitation process.

BBG Inc.
Company

Marc G. Nassif
Authorized Signature

Marc Nassif - Senior Managing Director
Printed Name & Title

mnassif@bbgres.com
Email

42 Watson Street, Suite C
Address

Detroit, MI 48201
City, State, Zip Code

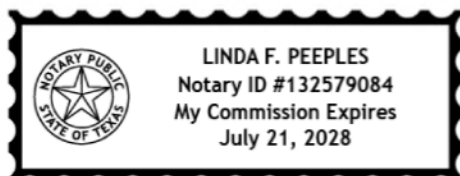
734-462-0700
Telephone No.

Fax No.

^{LF 10/14/2024}
STATE OF ~~KORRXX~~ Texas
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [X] online notarization of Marc G. Nassif, as Senior Managing Director, of BBG Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced Michigan Driver License as identification, and who did/did not take an oath this 14th day of October, 2024.

(stamp)



Linda F. Peeples, Online Notary Public
NOTARY PUBLIC Linda F. Peeples

This notarial act was an online notarization via two-way webcam and audiovisual technology.

**FLORIDA STATUTES, SECTION 287.138
CERTIFICATION**

I, Marc Nassif (person) _____, as the Senior Managing (title) Director of BBG Inc. (entity) _____, do hereby certify that BBG Inc. (entity) _____: (i) is not owned by the government of a foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.



Print: Marc Nassif

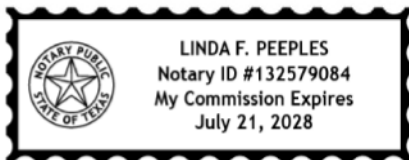
Title: Senior Managing Director

FFD 10/14/2024

STATE OF ~~FLORIDA~~ Texas
COUNTY OF Brazoria

The foregoing instrument was acknowledged before me by means of [] physical presence or ☒ online notarization of Marc G. Nassif, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced Michigan Driver License as identification, and who did/did not take an oath this 14th day of October, 2024.

(stamp)



 , Online Notary Public

NOTARY PUBLIC, State of ~~Florida~~ Texas

Linda F. Peeples, Online Notary Public

This notarial act was an online notarization via two-way webcam and audiovisual technology.

**AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES,
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida – at large, personally appeared,
Marc Nassif, and having first made due oath or affirmation, states:
(Write Name Here)

1. My name is Marc Nassif.
(Write Name Here)

2. I am the Senior Managing Director of BBG Inc..
(Insert Job Title) (Insert Company Name)

3. The Company was formed in United States, Texas and is a Inc..
(Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this 14th day of October, 2024.

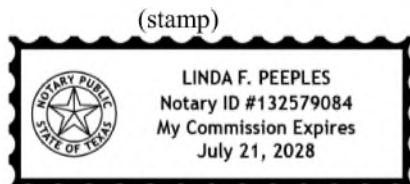
BY: 
Signature of Affiant

Marc Nassif
Printed Name

PDF 10/14/2024

STATE OF ~~XXXXXX~~ Texas
COUNTY OF Brazoria

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization of
Marc G. Nassif, as Senior Managing Director, of BBG Inc., who personally swore or affirmed that
he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced
as identification, and who did/did not take an oath this day of October 14th, 2024.



, Online Notary Public
NOTARY PUBLIC Linda F. Peeples

This notarial act was an online notarization via
two-way webcam and audiovisual technology.

Produced Michigan Driver License as identification
along with multi-factor KBA authentication.

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: Appraisal Services - Land and Real Property Project Number: RFQ#24-CM-018

Project Location: Florida

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation RFQ#24-CM-018.

Dated this 10 day of October, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation RFQ#24-CM-018.

BBG Inc.

Name of Firm

Marc G. Nassif

Signature

Marc Nassif

Printed Name

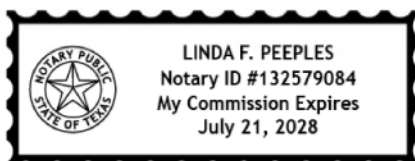
Senior Managing Director

Title

^{JFP 10/14/2024}
STATE OF ~~FLORIDA~~ Texas
COUNTY OF Brazoria

The foregoing instrument was acknowledged before me by means of [] physical presence or ☒ online notarization of Marc G. Nassif, as Senior Managing Director, of BBG Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced Michigan Driver License as identification, and who did/did not take an oath this 14th day of October, 2024.

(stamp)



Linda F. Peeples, Online Notary Public
NOTARY PUBLIC Linda F. Peeples

This notarial act was an online notarization via two-way webcam and audiovisual technology.

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES' LISTS PURSUANT TO
FLORIDA STATUTES, SECTION 187.135**

Respondent Vendor Name: BBG Inc.

Name of Company: BBG Inc

FEIN: 47-3942404

Authorized Representative's Name and Title:

Marc Nassif - Senior Managing Director

Address: 42 Watson Street, Suite C, Detroit, MI 48201

Phone Number: 734-462-0700 Email Address: mnassif@bbgres.com

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not participating in a boycott of Israel and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: 

Authorized Signature

Print Name: Marc Nassif

Print Title: Senior Managing Director

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
On-Going	Newtek Small Business Finance, Newtek Bank, National Association	\$ 7500
On-Going	Lucro Commercial Solutions, LLC	\$ 2800
On-Going	Worldwide Management Resources, Inc.	\$ 5900

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

DART - P-2085074 Real Estate Management Services

OTHER INFORMATION ABOUT PROJECTS:

N/A

Have you, at any time, failed to complete a contract? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all litigation(s) that have been filed by or against the division of your firm that will be responsible for the scope of work in this solicitation, in the last ten (10) years:

CONTRACT VALUES:

List total value of contracts for work done on all completed and similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

Attach additional page if necessary.

\$ _____ Total Value for work done on all PAST completed and similar projects.

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) N/A

Other References: (Use additional sheets if necessary)
N/A

TYPE OF FIRM:

☒ Corporation/Years in Business: 15. If firm is a corporation, please list state in which it is incorporated: 2009. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

BBG, Inc.
Company


Authorized Signature

Richard A. Best, MAI, AI-GRS, CCIM, MRICS
Printed Name & Title (Managing Director)

rbest@bbgres.com
Email

1601 East Amelia Street
Address

Orlando, FL 32803
City, State, Zip Code

407-733-7535
Telephone No.

689-223-1249
Fax No.

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFQ NO. 24-CM-018, "Appraisal Services - Land and Real Property"

Dear Mayor and Council Members:

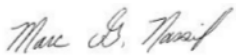
The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-CM-018**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 14th day of October, 2024 in the City of Detroit, in the State of Michigan.

BBG Inc.
Company


Authorized Signature

Marc Nassif - Senior Managing Director
Printed Name & Title

mnassif@bbgres.com
Email

42 Watson Street, Suite C
Address

Detroit, MI 48201
City, State, Zip Code

734-462-0700
Telephone No.

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

- ☒ 4. Automobile Liability \$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included
- ☒ 5. Other Insurance as indicated below: \$ 1,000,000 Per Occurrence
Errors and Omissions or Professional
Malpractice Coverage
- ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- ☒ 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.
- ☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the RFQ Number and **TITLE**.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

BBG Inc.

Company

Marc B. Nassif

Authorized Signature

Marc Nassif - Senior Managing Director

Printed Name & Title

mnassif@bbgres.com

Email

Assured Partner of Texas

Insurance Agency

Signature of Proposer’s Agent

42 Watson Street, Suite C

Address

Detroit, MI 48201

City, State, Zip Code

734-462-0700

Telephone No.

Fax No.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Texas 500 N. Central Expressway Suite 550 Plano TX 75074	CONTACT NAME: Jorge Olivares Hernandez PHONE (A/C, No, Ext): 972-331-3707 E-MAIL ADDRESS: Jorge.OlivaresHernandez@assuredpartners.com	FAX (A/C, No): 972-331-3707
License#: 1435292 BBGPARE-01	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED BBG, Inc. 8343 Douglas Ave., Ste. 700 Dallas TX 75225	INSURER A: The Charter Oak Fire Ins. Company	25615
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: Convex Ins UK Limit AIN#AA1120191	
	INSURER D: Nautilus Insurance Company	17370
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1852837147**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			Y-630-5Y694897-COF-24	7/1/2024	7/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA-5Y703850-24-14-G	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP-5Y707848-24-14	7/1/2024	7/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	UB-5Y70670A-24-14-G	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Errors & Omissions			MPL000597-0724	7/1/2024	7/1/2025	Each Claim & Aggregate \$3,000,000
D	Errors & Omissions Excess Total E&O Limit			REX9080966-0724	7/1/2024	7/1/2025	Each Claim & Aggregate \$2,000,000 Total E&O Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

** Evidence of Insurance **

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ **YES**
☐ **NO**

BBG Inc.

Company


Authorized Signature
Marc Nassif - Senior Managing Director

Printed Name & Title
mnassif@bbgres.com

Email

42 Watson Street, Suite C

Address
Detroit, MI 48201

City, State, Zip Code
734-462-0700

Telephone No.

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of Texas

County of Brazoria

Marc Nassif, being first duly sworn, deposes and says that:

I am the Senior Managing Director of BBG Inc., (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-CM-018.

I am fully informed respecting the preparation and contents of the Response to RFQ #24-CM-018, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-CM-018, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-CM-018 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

BBG Inc.
Company

Marc G. Nassif
Authorized Signature

Marc Nassif - Senior Managing Director
Printed Name & Title

mnassif@bbgres.com
Email

42 Watson Street, Suite C
Address

Detroit, MI 48201
City, State, Zip Code

734-462-0700
Telephone No.

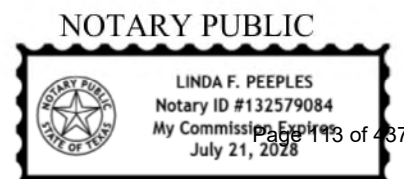
Fax No.

STATE OF ~~FLORIDA~~ Texas
COUNTY OF Brazoria

The foregoing instrument was acknowledged before me by means of [] physical presence or ☒ online notarization of Marc G. Nassif, as Senior Managing Director, of BBG Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced Michigan Driver License as identification, and who did/did not take an oath this 14th day of October, 2024.

Linda F. Peeples, Online Notary Public
(stamp) Linda F. Peeples

This notarial act was an online notarization via two-way webcam and audiovisual technology.



ACKNOWLEDGEMENTS

RFQ #24-CM-018 “APPRAISAL SERVICES –LAND AND REAL PROPERTY”

**To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757**

BBG Inc. _____ (Proposer) guarantees its Response to RFQ #24-CM-018 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this 10 day of October, 2024
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: Marc G. Nassif / Marc Nassif
(Signature) (Print name)

Address: 42 Watson Street, Suite C, Detroit, MI 48201

Telephone: (734) 462-0700 Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): 47-3942404

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank



CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW RFQ #24-CM-018

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: BBG Inc.

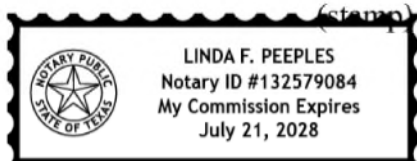
Authorized representative (printed): Marc Nassif

Authorized representative (signature): *Marc G. Nassif*

PFP 10/14/2024
STATE OF ~~KKORXX~~ Texas
COUNTY OF Brazoria

The foregoing instrument was acknowledged before me by means of [] physical presence or ☒ online notarization of Marc G. Nassif, as Senior Managing Director, of BBG Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced Michigan Driver License as identification, and who did/did not take an oath this 14th day of October, 2024.

Linda F. Peebles, Online Notary Public
Linda F. Peebles NOTARY PUBLIC



This notarial act was an online notarization via two-way webcam and audiovisual technology.

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references, excluding the City of Mount Dora, for which the firm has provided services described in this Qualification for five (5) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Florida Capital Bank
Address: Morris Bridge Road, Tampa, FL 33647
Point of Contact: Cindy Keating
Phone #: 904-245-7095 Email address: ckeating@flcb.com
Service(s) Provided: Land Appraisal - Vacant Commercial Lot

Dates of Service: 09/23/2024

2. Name of Company: Newtek Small Business Finance, Newtek Bank, National Association
Address: 7672 Highway 630 East, Frostproof, FL 33843
Point of Contact: Christina Page
Phone #: 212-356-9510 Email address: cpage@newtekone.com
Service(s) Provided: Land Appraisal - Agricultural Land

Dates of Service: 08/27/2024

3. Name of Company: The Market Connection, LLC
Address: 412 E. State Road 44, Wildwood (Unincorporated), FL 34785
Point of Contact: Ronnie Purdy
Phone #: 352-308-8644 Email address: _____
Service(s) Provided: Land - Industrial Acreage at I-75 and SR 44

Dates of Service: 07/05/2024

4. Name of Company: D&G Gallagher, LLP
Address: 1965 & 1975 West Fairbanks Avenue, 1960 Karolina Avenue, & 521 Ohio Street, Winter Park, FL 32789
Point of Contact: Kathleen Gallagher McIver
Phone #: 407-258-3366 Email address: gallagherfp@gmail.com
Service(s) Provided: Commercial Redevelopment Site

Dates of Service: 06/13/2024

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: Marc Nassif [NAME] as the Senior Managing Director [TITLE] of BBG Inc. [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 47-3942404.
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
 x Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Marc G. Nassif

(Signature)

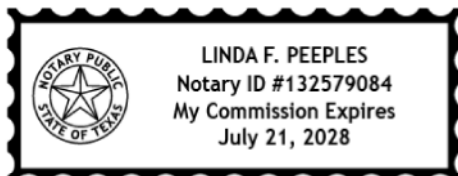
PFP 10/14/2024
STATE OF ~~FLORIDA~~ Texas
COUNTY OF Brazoria

The foregoing instrument was acknowledged before me by means of [] physical presence or [X] online notarization of Marc G. Nassif, as Senior Managing Director, of BBG Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced Michigan Driver License as identification, and who did/did not take an oath this 14th day of October, 2024.

(stamp)

Linda F. Peebles, Online Notary Public
Linda F. Peebles

NOTARY PUBLIC



This notarial act was an online notarization via two-way webcam and audiovisual technology.

FIRM INFORMATION

Firm is a:

- (☒) Corporation
(☐) Partnership
(☐) Sole Proprietorship
(☐) Other _____(Explain)

Federal Employer Identification Number: 47-3942404

Firm Name: BBG Inc.

Mailing Address: 42 Watson Street, Suite C, Detroit, MI 48201

Telephone No.: 734-462-0700 Fax No.: _____

Email Address: mnassif@bbgres.com Web Address: bbgres.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: BBG Inc.

Name & Title Printed: Marc Nassif - Senior Managing Director

RFQ #24-CM-018

SUB-CONSULTANT LISTING

Provide a name, and address of all sub-consultants that have the potential to work on this project.

Sub-Consultant:

Phone Number:

N/A

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BBG, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 8343 Douglas Avenue Suite 700	Requester's name and address (optional)	
6 City, state, and ZIP code Dallas, TX 75225		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-			-			
or									
Employer identification number									
4	7		-	3	9	4	2	4	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 01/08/2024
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT C
BBG Inc.'s Fee Schedule

FEE SCHEDULE

1. Principle Appraiser \$175.00 per hour
2. Associate Appraiser: \$145.00 per hour
3. Research Assistant: \$60.00 per hour
- 4.

EXHIBIT D
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the “Governmental Entity”).

The undersigned, on behalf of the entity listed below (the “Nongovernmental Entity”), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Marc G. Nassif
Authorized Signature

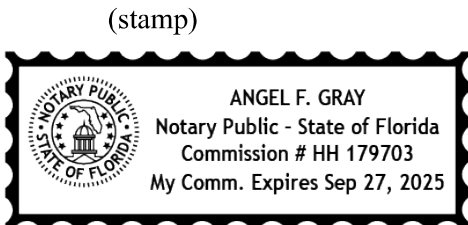
BBG, Inc.
Company

Marc G. Nassif
Printed Name

Senior Managing Director
Title

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged and sworn to before me by means of [] physical presence or ☒ online notarization of Marc G. Nassif, as Senior Managing Director of BBG, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced Driver License as identification, and who did/did not take an oath this 27th day of August, 2025.



Angel F. Gray
NOTARY PUBLIC
Angel F. Gray

**PROFESSIONAL SERVICES CONTRACT
FOR APPRAISAL SERVICES OF LAND AND REAL PROPERTY**

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation, with its principal address at 510 N. Baker St., Mount Dora, Florida 32757 (the “CITY”); the **MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY** (the “CRA”), a public body corporate and politic, duly established and operating under the authority of Chapter 163, Part III, *Florida Statutes*; the **NORTHEAST COMMUNITY REDEVELOPMENT AGENCY** (the “NORTHEAST CRA”), a public body corporate and politic, duly established and operating under the authority of Chapter 163, Part III, *Florida Statutes*; and **CUSHMAN & WAKEFIELD REGIONAL, INC.**, a foreign corporation authorized to do business in the State of Florida, whose local address is 201 N. Franklin St., Suite 3300, Tampa, FL 33602 (the “FIRM”).

W I T N E S S E T H :

WHEREAS, the CITY, the CRA, and the NORTHEAST CRA (collectively hereinafter referred to as the “CITY”, unless expressly stated otherwise) have determined that there is a need for professional services related to appraisal services of land and real property; and

WHEREAS, on September 12, 2024, the CITY, the CRA, and the NORTHEAST CRA issued a joint Request for Qualification #24-CM-018 (the “RFQ”), attached hereto as **Exhibit “A”** and incorporated herein by reference, seeking qualified firms to provide the required appraisal services of land and real property; and

WHEREAS, the FIRM’s submitted response, attached hereto as **Exhibit “B”** and incorporated herein by reference, was evaluated and determined by the CITY to be one of the most advantageous, based on qualifications, experience, and ability to perform the required services; and

WHEREAS, on October 29, 2024, the CITY, including the CRA and the NORTHEAST CRA, selected the FIRM to perform the professional services hereunder, and the parties thereafter entered into competitive negotiations; and

WHEREAS, the CITY desires to engage the FIRM on a continuing basis to provide the necessary professional services as required, and the FIRM is willing to provide such services under the terms and conditions set forth herein; and

WHEREAS, the FIRM agrees that this Contract shall not guarantee any specific project or amount of work to the FIRM, but rather will provide a mechanism for the CITY, the CRA, and/or the NORTHEAST CRA to obtain professional services as needed during the term of the contract; and

WHEREAS, the CITY, the CRA, and/or the NORTHEAST CRA may issue specific task authorizations or task orders pursuant to this Contract, which shall define the scope of work and schedule for each individual project (“Task Authorization”); and

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

SECTION 1. RECITALS

- 1.1 The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TASK AUTHORIZATIONS; SCOPE OF SERVICES

- 2.1 The CITY, the CRA, and/or the NORTHEAST CRA shall, from time to time at its sole discretion, authorize the FIRM in writing to provide professional services, as defined in the RFQ, by means of a Task Authorization under the terms of this Contract. The services shall be for the types of projects or similar disciplines set forth in the RFQ, and as more particularly described in the Task Authorization. The FIRM shall perform any and all services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of its profession and the RFQ.
- 2.2 The CITY and the FIRM shall utilize a standard CITY Task Authorization form, which may be amended from time to time, for any and all professional services, which will set forth the following, as applicable:
- 2.2.1 Scope of Services
 - 2.2.2 Deliverables (e.g. specifications, etc.)
 - 2.2.3 Time and schedule of performance
 - 2.2.4 FIRM's Task Authorization Quote
 - 2.2.5 Project personnel, including the FIRM's Key Employees and any subcontractors assigned to the Task Authorization
 - 2.2.6 Any additional federal, state, or local requirements.
- 2.3 The FIRM shall commence the performance of professional services within three (3) business days of the execution of the applicable Task Authorization, unless otherwise specified in the Task Authorization. Any services rendered by the FIRM prior to the execution of a Task Authorization shall be at the FIRM's sole risk. Time is of the essence with respect to this Contract and any Task Authorization issued thereof.
- 2.4 The FIRM shall submit to the CITY all final deliverables within the contract time as noted in the Task Authorization and associated FIRM Proposal.
- 2.5 The CITY reserves the right, in its sole discretion, to suspend the methods of equitable distribution of projects, if any, for any FIRM that has not performed to the CITY's expectations. If the CITY, in its sole discretion, is dissatisfied with current or past work of the FIRM's, the CITY may select another qualified firm.
- 2.6 Each Task Authorization shall be deemed to incorporate the terms and conditions of this Contract by reference. If any of the terms or conditions of this Contract conflict with the Task Authorization, the provisions of the Task Authorization shall apply.

SECTION 3. TERM/TERMINATION/SUSPENSION

- 3.1 *Term.* This Contract shall have an initial term of three (3) years commencing on the date the last party executes this Contract. Thereafter, this Contract, by mutual agreement and

funding availability, shall automatically renew for two (2) consecutive one-year (1) renewal periods unless a party provides written notice of non-renewal to the other party at least one hundred twenty (120) days prior to the renewal date (“Agreement Anniversary Date”). A Task Authorization shall specify the agreed-upon timeframe within which the FIRM shall provide the specified services. Any Task Authorization executed prior to the natural expiration of this Contract that extends beyond the expiration date shall remain subject to the terms and conditions herein as if this Contract were still in effect.

- 3.2 *Termination For Convenience.* The CITY reserves the right to terminate this Contract at any time, for convenience, upon thirty (30) days’ written notice to the FIRM. Upon receipt of such termination notice, the FIRM shall immediately cease work on all Task Authorizations issued under this Contract. If the CITY terminates the Contract for reasons not attributable to the FIRM, the CITY shall compensate the FIRM for work completed to the CITY’s satisfaction, up to the date of the termination notice. Such compensation shall be limited to the FIRM’s reasonable, documented costs incurred during the performance of the Contract. The CITY shall not be obligated to pay any profit for services that have not been rendered.
- 3.3 *Fund Availability.* The services to be performed under this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the FIRM for any work which may fall within the Scope of Services contemplated herein. If funds are not appropriated for the continuance of a Task Authorization to completion, cancellation will be accepted by the FIRM upon thirty (30) days’ written notice from the CITY. Upon receipt of such notice, the FIRM shall immediately cease work on all Task Authorizations issued under this Contract. This clause includes any statutory amendments made by general law which prohibit or limit the use of CRA and NORTHEAST CRA funds for projects.
- 3.4 *Termination For Cause.*
- 3.4.1 This Contract may be terminated by the CITY immediately for cause if the FIRM is found to have failed to perform in a manner satisfactory to the CITY. In the event of the termination of this Contract, any liability of one party to the other arising out of any services rendered, or any act or event occurring prior to the termination, shall not be terminated or released.
- 3.4.2 If the FIRM abandons this Contract or the CITY terminates the Contract for cause, the FIRM shall indemnify the CITY for any losses incurred as a result of such termination. This indemnification obligation is in addition to, and shall not limit, the general indemnification provisions set forth in this Contract. In the event the CITY terminates this Contract for cause, and a court of competent jurisdiction subsequently determines that such termination was without cause, the termination shall be deemed a termination for convenience pursuant to the terms of this Contract.
- 3.4.3 In addition to any other termination provisions that may be provided in this Contract, the CITY may terminate this Contract, in whole or in part, if the FIRM makes a willfully false project quote or substantially fails to perform any

obligation under this Contract and does not remedy the failure within thirty (30) calendar days after receiving written notice from the CITY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the FIRM shall have such time as is reasonably necessary to remedy the failure, provided the FIRM promptly takes and diligently pursues such actions as are necessary therefor. The FIRM may terminate this Contract if the CITY substantially fails to perform any obligation under this Contract, and does not remedy the failure within thirty (30) calendar days after receipt by the CITY of written notice from the FIRM to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.

- 3.5 *Assignment Upon Termination.* In the event of termination of this Contract or associated Task Authorization by the CITY prior to the FIRM's satisfactory completion of all the services specified herein, the FIRM shall promptly furnish to the CITY, at no additional cost or expense, one copy of all work product which may have been produced up to and including the date of termination. Such work product includes, but is not limited to, data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, CD-ROM files, memoranda, and any and all other documents, instruments, information, and materials, in whole or in part, generated or prepared by the FIRM, or by any subcontractor of the FIRM, in rendering the services described herein. These materials, collectively referred to as the "Documents," shall become the sole property of the CITY. The CITY shall possess all rights associated with the Documents, regardless of their nature or relationship. The FIRM shall also require its subcontractor, if any, to agree in writing to be bound by the provisions of this subsection.
- 3.6 *Suspension of Performance.* The CITY reserves the right to suspend the FIRM's services under any Task Authorization. If the CITY suspends performance for reasons not attributable to the FIRM, the CITY shall compensate the FIRM for its reasonable and demonstrable costs incurred during the suspension period.
- 3.7 *Non-Exclusive Contract.* The City Manager and/or the authorized representative of the CRA and/or the NORTHEAST CRA may issue requests for proposals for this professional discipline at any time and may utilize the services of any other firm(s) retained by the CITY under similar contracts. Nothing in this Contract shall be construed to give the FIRM a right to perform services for a specific project.

SECTION 4. ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

- 4.1 *Change Order Defined.* A "Change Order" shall mean a written document executed by the CITY and the FIRM authorizing and directing a modification to a duly executed Task Authorization's scope of services, price, time, or any combination thereof. A Task Authorization shall only be modified by an executed Change Order or the issuance of a new Task Authorization.

- 4.2 *Effect of Executed Change Order.* A duly executed Change Order shall constitute conclusive evidence of the parties' mutual agreement to the specified changes to the Task Authorization. By executing the Change Order, the FIRM waives and forever releases any claim against the CITY for additional time or compensation related to or arising from the services included within or affected by the executed Change Order. The FIRM acknowledges and agrees that no claim for delay damages shall be asserted against the CITY, and hereby waives any right to pursue such claim.

SECTION 5. CITY'S RESPONSIBILITIES

- 5.1 The CITY shall assist the FIRM by providing the FIRM with available information that is pertinent to the Task Authorization, as may be requested in writing by the FIRM, and allow reasonable access to pertinent information relating to the services to be performed by the FIRM.
- 5.2 The CITY shall furnish to the FIRM, at the FIRM's written request, all available maps, plans, existing studies, reports, and other data in the CITY's possession that are pertinent to the services to be provided by the FIRM.
- 5.3 The CITY shall provide the FIRM access to CITY property as required for the FIRM to perform services under this Contract or any Task Authorization.

SECTION 6. FIRM'S RESPONSIBILITIES

- 6.1 Any and all drawings, studies, plans, specifications, or other contract documents prepared by the FIRM shall be accurate, coordinated, and adequate for the required services and shall comply with all applicable City of Mount Dora Codes, and local, state, and federal laws, rules, and regulations. The FIRM acknowledges and agrees that said applicable federal laws, rules, and regulations were included in the RFQ and are expressly incorporated into the terms and conditions of this Contract.
- 6.2 The FIRM agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, the City of Mount Dora, and Lake County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the FIRM pursuant to this Contract and any Task Authorization.
- 6.3 The FIRM shall perform any and all project services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of its profession; that it is adequately financed to meet any financial obligations it may be required to incur hereunder; and that the designs, plans, drawings, specifications or other work product of the FIRM shall not call for the use of nor infringe on any patent, trademark, service mark, copyright or proprietary interest claimed or held by any person or business entity absent prior written consent from CITY.
- 6.4 The FIRM shall exercise the same degree of care, skill, and diligence in the performance of the services for each Task Authorization as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar

activities or services required under this Contract. If at any time during the term of this Contract, the City determines, in its sole discretion, that the deliverables provided by the FIRM are incorrect, defective, or fail to conform to the scope of services of the applicable Task Authorization, whether by error or omission, the FIRM shall, upon written notification from the CITY, immediately correct the work and/or re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect, defective, or nonconforming services, including, but not limited to, any additional testing and inspections. The CITY's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Contract or any Task Authorization, in equity or otherwise.

- 6.5 The FIRM shall comply with all laws, ordinances, and governmental rules, regulations, and order, now or at any time during the term of the Contract, which are applicable to, or which affect, the work performed under this Contract or any Task Authorization, or any procedures of the FIRM for such work.
- 6.6 The FIRM's obligations under this Contract section shall survive termination of this Contract or any Task Authorization.

SECTION 7. KEY EMPLOYEES

- 7.1 The FIRM agrees that, when services provided relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel.
- 7.2 If applicable, each Task Authorization shall identify Key Employees assigned for the specific project, including, but not limited to, a designated point of contact, and, as applicable, Principal-In-Charge, Project Manager(s), and/or Project Engineer(s).

SECTION 8. SUBCONTRACTORS

- 8.1 In the event the FIRM requires the services of any subcontractor or other professional associates in connection with services covered by any Task Authorization, the FIRM must secure the prior written approval of the City Manager or the authorized representative of the CRA or the NORTHEAST CRA, as applicable. No reimbursement shall be made to the FIRM for any subcontractor that have not been previously approved by the CITY for use by the FIRM.
- 8.2 The FIRM shall coordinate the services and work product of any subcontractors and remain fully responsible under the terms of this Contract and any Task Authorizations. The FIRM shall be and remain responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, as applicable, and other services furnished by any subcontractor.
- 8.3 Any subcontractor shall be bound by the terms and conditions of this Contract and any Task Authorizations. The FIRM shall require all subcontractors, as a condition of employment, to execute an agreement for professional subcontractor services that i) incorporates the elements of this Contract and any Task Authorizations; ii) affords to the FIRM rights against the subcontractor which correspond to those rights afforded to the

CITY against the FIRM herein, including, but not limited to, those rights of termination as set forth herein; and iii) requires the subcontractor to assume performance of the FIRM's duties commensurately with FIRM's duties to the CITY under this Contract and any Task Authorizations, it being understood that nothing herein shall in any way relieve the FIRM from any of its duties under this Contract and any Task Authorization.

- 8.4 Each approved subcontractor performing work hereunder shall submit to the CITY a completed Human Trafficking Affidavit prior to commencing any work or services pursuant to this Contract.

SECTION 9. INDEPENDENT CONTRACTOR

- 9.1 The FIRM is an independent contractor under this Contract and any Task Authorization. Services provided by the FIRM shall be by employees of the FIRM and subject to supervision by the FIRM, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this Contract or any Task Authorizations shall be those of the FIRM. The FIRM shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the FIRM'S activities and responsibilities under this Contract and any Task Authorization.

SECTION 10. COMPENSATION

- 10.1 *Fee Schedule.* The CITY shall compensate the FIRM based on services rendered on an hourly basis, consistent with actual hours worked and the Fee Schedule, attached hereto as **Exhibit "C"** and incorporated herein by this reference. All applicable fees, payments, reimbursements, and costs paid to the FIRM shall be based on the Fee Schedule, as may be amended, which shall include the hourly rate for each member of the FIRM, including the position and/or title. All fees contained on the initial Fee Schedule shall remain in effect from the Contract's Anniversary Date through September 30, 2026.
- 10.2 *Task Authorization Quote.* Per each issued Task Authorization, the FIRM shall deliver to the CITY a quote, which is in full narrative form unless directed otherwise by the CITY. The FIRM's written quote shall include projected costs, which are based on the Fee Schedule as set forth in **Exhibit "C"**, and the project completion time. The FIRM shall complete appraisal reports based upon the issued Task Authorization.
- 10.3 *Reimbursed Costs.* The FIRM shall not be entitled to reimbursement from the CITY for time spent traveling to or from CITY meetings or any project site location(s), or any other incidental fees the FIRM may incur to provide the required services under this Contract or any Task Authorization. The CITY shall make the sole determination of what qualifies as an incidental expense. The CITY shall not remit a retainer or similar fee to the FIRM.
- 10.4 *Fee Adjustments.* Fees may be adjusted annually after September 30, 2026, with any adjustments becoming effective on October 1st of the applicable year, upon prior written notice provided by the FIRM and the CITY's written acceptance. If the FIRM chooses to do so, the FIRM may submit an annual request for a fee adjustment, no later than May 31st of each calendar year beginning in the year 2026, to the CITY's Purchasing Coordinator.

Any and all decisions regarding a fee adjustment request shall be solely within the CITY's discretion. If the FIRM fails to submit a fee adjustment request before or on May 31st of an eligible year, the FIRM forfeits the opportunity to request a fee adjustment for such year. The CITY will not consider fee adjustment requests submitted after the deadline.

- 10.5 *Invoices.* The CITY shall pay the FIRM for actual work performed in the previous month, as detailed in each of the FIRM's monthly invoices and in accordance with the Fee Schedule as provided in each Task Authorization. Each invoice submitted under this Contract must include the billing period, the name of the individual generating the charge, a detailed description of the actual work performed, including the locations of which were serviced and the service dates, the project or fund to be charged (as provided by City staff), the appropriate Task Authorization number, and any other information required by the CITY. Invoices that do not include all required information may be returned for correction and resubmission. As applicable, invoices for each phase shall not exceed amounts allocated to each phase of a project. Charges for reimbursable expenses and subcontractor services shall be without surcharge.
- 10.6 *Billing Address.* All invoices shall be submitted to the appropriate agency: City of Mount Dora, Mount Dora Community Redevelopment Agency, or the Northeast Community Redevelopment Agency; Attn: Accounts Payable, 510 N. Baker St., Mount Dora, FL 32757.
- 10.7 *Payment.* The CITY shall pay the FIRM in accordance with the Local Government Prompt Payment Act (§ 218.70 *et seq.*, *Florida Statutes*).
- 10.8 *Disputed Invoices.* The CITY's objection to the payment amount shall be accompanied by the CITY's remittance of any undisputed portion of the payment. If the objection is resolved in favor of the FIRM, then the CITY shall pay the FIRM the amount so determined, minus any compensation amount previously paid to the FIRM with respect to the objection. If it is determined that the CITY has overpaid the FIRM, then the FIRM shall, within thirty (30) calendar days, refund to the CITY the overpayment amount.
- 10.9 *Final Payment.* The acceptance by the FIRM, its successors, or assigns, of any final payment due upon the termination of this Contract or any Task Authorization, shall constitute a full and complete release of the CITY from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that the FIRM, its successors, or assigns, have or may have against the CITY under the provisions of this Contract, unless otherwise previously and properly filed pursuant to the provisions of this Contract or in a court of competent jurisdiction. However, the CITY's acceptance of the FIRM's final invoice and any payment made in connection therewith shall not constitute a waiver of any rights or causes of action the CITY may have arising out of the FIRM's performance of services under this Contract. The CITY expressly reserves the right to pursue any claims or remedies available under this Contract or applicable law, notwithstanding the acceptance of the final invoice or payment. Final payment by the CITY shall be based on receipt and approval by the CITY of the final reports.

SECTION 11. **NOTICES**

- 11.1 The parties hereto agree that all notices required and/or made pursuant to this Contract shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

CITY:

City of Mount Dora
Attn: City Manager
510 N. Baker St.
Mount Dora, FL 32757

FIRM:

Cushman & Wakefield Regional, Inc.
Attn: Steven T. Murray
201 N. Franklin St., Suite 3300
Tampa, FL 33602

CRA:

Mount Dora CRA
Attn: CRA Chairman
510 N. Baker St.
Mount Dora, FL 32757

NORTHEAST CRA:

Northeast CRA
Attn: Northeast CRA Chairman
510 N. Baker St.
Mount Dora, FL 32757

Copy to:

Patrick Brackins, Esq.
Shepard, Smith, Hand & Brackins, P.A.
2300 Maitland Center Pkwy., STE 100
Maitland, FL 32751

- 11.2 For communications pertaining to the day-to-day project conduct, representatives for applicable parties shall be identified in Task Authorization. A party may change its address or representative of record by written notice to the other parties.

SECTION 12. **RECORDS/AUDITS**

- 12.1 Throughout the term of this Contract, the FIRM shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Contract and any Task Authorization issued thereunder (the "Records"). Such Records shall be available at all reasonable times for examination and audit by the CITY, or any authorized CITY representative, upon reasonable notice and shall be maintained for the longer of i) five (5) years following final payment; ii) five (5) years following termination of any Task Authorization; or iii) the conclusion of all audits and litigation (including all appeals) related to this Contract, any Task Authorizations, or any project which was the subject of a Task Authorization pursuant to this Contract.
- 12.2 The CITY or its authorized agent shall have the right to inspect the FIRM's files, subject to the CITY's reasonable prior notice thereof, to determine the status of any and all work of projects assigned pursuant to a Task Authorization or as provided under this Contract.
- 12.3 Incomplete or incorrect entries in any Records shall be grounds for disallowance by or reimbursement to the CITY of any fees or expenses based upon such entries. Disallowed

fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the CITY.

- 12.4 The FIRM's refusal to comply with the provisions of this section shall be grounds for termination for cause of this Contract or any Task Authorization by the CITY.

SECTION 13. PUBLIC RECORDS

- 13.1 Pursuant to § 119.0701, *Florida Statutes*, the FIRM agrees to:

13.1.1 Keep and maintain public records in the FIRM's possession or control in connection with the FIRM's performance of services under this Contract.

13.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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 allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.

13.1.3 Ensure that any 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 Contract term, and following completion of this Contract until the records are transferred to the CITY.

13.1.4 Upon the termination or natural expiration of this Contract, either transfer, at no cost to the CITY, all public records in the FIRM's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

13.1.5 All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems.

13.1.6 **IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N. BAKER STREET, MOUNT DORA, FLORIDA 32757.**

- 13.2 Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the CITY.

- 13.3 Any compensation due to the FIRM shall be withheld until all applicable records are received as provided herein. The FIRM's refusal to comply with the provisions of this section shall be grounds for immediate termination for cause of this Contract or any Task Authorization by the CITY.

SECTION 14. OWNERSHIP OF DOCUMENTS/DELIVERABLES

- 14.1 All finished or unfinished documents, including, but not limited to, detailed reports, studies, plans, drawings, surveys, maps, ideas, concepts, designs, sketches, models, photographs, specifications, digital files, and all other data or tangible work product prepared for the CITY or furnished by the FIRM or any its subcontractors pursuant to this Contract and any Task Authorization (hereinafter “Work Product”) shall become sole property of the CITY upon creation or delivery, regardless of whether the project for which they were created is completed. All Work Product shall be provided to the CITY in both hard copy and electronic formats. The FIRM shall deliver all Work Product to the CITY upon each project completion, unless provided otherwise by the CITY, in its sole discretion. If the CITY terminates this Contract or any Task Authorization, the FIRM shall deliver all Work Product to the CITY within five (5) calendar days of receiving written notice requesting delivery. In no event shall the FIRM use or permit the use of any Work Product without the CITY’s prior written authorization.
- 14.2 As applicable, all final plans and documents prepared by the FIRM shall bear the endorsement and seal of a person duly registered professional, as appropriate, in the State of Florida and date approved and/or sealed.
- 14.3 All subcontracts entered into by the FIRM for the preparation of reports, studies, plans, drawings, specifications, digital files, or other data pursuant to any Task Authorization shall contain provisions requiring that all such documents and rights obtained by virtue of such subcontracts shall become the property of the CITY.
- 14.4 The CITY acknowledges that the Work Product described herein is not intended for use in connection with any project or purpose other than the project and purpose for which the materials are prepared. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials were prepared, without the prior written consent of the FIRM, shall be at the CITY’s sole risk, and the FIRM shall have no responsibility or liability related thereto.

SECTION 15. INDEMNITY

- 15.1 The FIRM shall at all times hereafter indemnify and hold harmless, the CITY, the CRA, and/or the NORTHEAST CRA, and their officials and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM, and/or its employees, agents, contractors or any other person utilized by the FIRM in the performance of this Contract.
- 15.2 Nothing herein shall be interpreted to constitute a waiver of sovereign immunity of the CITY, the CRA, and/or the NORTHEAST CRA, as set forth in § 768.28, *Florida Statutes*. The CITY, the CRA, and/or the NORTHEAST CRA’S liability hereunder, whether arising under statute, common law, tort or contract, shall be limited to Two Hundred Thousand Dollars (\$200,000.00) for any single claim and Three Hundred Thousand Dollars (\$300,000.00) for aggregate claims. The provisions and obligations of this section SHALL

NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Contract.

SECTION 16. INSURANCE

- 16.1 The FIRM and its subcontractors of all tiers shall, at their sole cost and expense, procure and maintain throughout the term of this Contract and any Task Authorization insurance coverages with limits not less than those set forth in the RFQ, with insurers and under forms of policies satisfactory to the CITY. It shall be the responsibility of the FIRM to maintain the required insurance coverage and to ensure that subcontractors maintain required insurance coverages at all times. The FIRM's failure to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the CITY's approval of insurance coverage to be maintained by the FIRM and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the FIRM and its subcontractors under a contract. The FIRM acknowledges and agrees the insurance coverages procured by FIRM pursuant to this Contract shall be considered primary insurance over and above any other insurance or self-insurance available to the CITY, and that, notwithstanding any conflicting provision in the FIRM's policies to the contrary, any other insurance or self-insurance available to the CITY shall be considered secondary to, or in excess of, the insurance coverages procured by FIRM as required herein. Failure of the FIRM or its subcontractor to maintain insurance as specified herein or to otherwise comply with the provisions of this section shall be grounds for termination of this Contract.
- 16.2 Prior to commencing any services and/or work under this Contract, and as a condition precedent to the commencement of any services and/or work by the FIRM and any subcontractors, the FIRM and subcontractors shall furnish the CITY with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the CITY prior to cancellation, termination, or material change of any policy. In addition, the FIRM shall immediately provide written notice to the CITY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.
- 16.3 The CITY, the CRA, and the NORTHEAST CRA shall be listed as an Additional Insured by specific endorsement to the FIRM's policy. The CITY shall be named as the Certificate Holder and shall read as required by the CITY. The CITY reserves the right to change the insurance requirements depending upon the scope of work in a Task Authorization. Proof of insurance with the Additional Insured endorsement shall be provided to the CITY prior to commencing any work under any Task Authorization. Only the entity issuing the Task Authorization – the CITY, the CRA, or the NORTHEAST CRA – must be listed as an additional insured.

SECTION 17. **NO CONTINGENT FEE; CONFLICT OF INTEREST**

- 17.1 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 Contract 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 the award or making of this Contract. For a breach or violation of this section, the CITY shall have the right to terminate this Contract or any Task Authorization without liability and, at the CITY's discretion, deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.
- 17.2 The FIRM expressly represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with its performance of services as contemplated herein. The FIRM further represents that no person having any such interest shall be employed to perform the services.

SECTION 18. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

- 18.1 In accordance with § 448.095, *Florida Statutes*, the CITY requires all contractors and subcontractors doing business with the CITY to register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The FIRM hereby affirms that it is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees and shall continue to do so throughout the term of this Contract. Upon request, the FIRM shall provide evidence of such registration and compliance. The FIRM agrees to obtain from all subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, in accordance with § 448.095, *Florida Statutes*, as may be amended. The FIRM shall retain a copy of such affidavits for the duration of this Contract and provide copies to the CITY upon request. The FIRM acknowledges that failure to comply with this Section, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

SECTION 19. **TRUTH-IN-NEGOTIATION**

- 19.1 Execution of this Contract by the FIRM shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract, or any Task Authorization, are accurate, complete, and current at the time of contracting. The FIRM acknowledges and agrees that any project or Task Authorization price, and any additions thereto, shall be adjusted to exclude any significant sums by which the CITY determines that the price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of each Task Authorization.

SECTION 20. **NON-COLLUSION**

- 20.1 Execution of this Contract by the FIRM shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more Firms over other Firms. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with CITY may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the Firm list(s), and/or debarment or suspension from doing business with the CITY.

SECTION 21. **DRUG-FREE WORKPLACE**

- 21.1 The FIRM hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. The FIRM agrees to maintain a drug-free workplace throughout the term of this Contract and will provide evidence of such compliance upon request by the CITY.

SECTION 22. **SCRUTINIZED COMPANIES**

- 22.1 In accordance with § 287.135, *Florida Statutes*, the FIRM certifies that neither the FIRM, nor any subsidiary, parent company, or affiliate of the FIRM is engaged in a boycott of Israel, nor is on the Scrutinized Companies that Boycott Israel List. In the event this Contract ever exceeds one million dollars, the FIRM hereby preemptively certifies that neither the FIRM, nor any subsidiary, parent company, or affiliate of the FIRM is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, nor, to the extent not preempted by Federal law, has been engaging in business operations in Cuba or Syria. In the event this Contract ever exceeds one million dollars, the FIRM hereby preemptively certifies that neither the FIRM, nor any subsidiary, parent company, or affiliate of the FIRM is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or, to the extent not preempted by Federal law, is engaged in business operations in Cuba or Syria. In the event the FIRM, or any of its subsidiaries, parent companies, or affiliates, engages in a boycott of Israel, is placed on any of the above-described Scrutinized Companies Lists, or, to the extent not preempted by Federal law, engages in business operations in Cuba or Syria during the term of this Contract, then the FIRM shall immediately notify the CITY. The FIRM acknowledges that failure to comply with this Section, including any false certification, may subject the FIRM to civil penalties, termination of this Contract without regard for the notice provisions herein contained, and any other remedies available under the law.

SECTION 23. **PUBLIC ENTITY CRIME**

- 23.1 In accordance with § 287.133, *Florida Statutes*, no person or affiliate, as defined in therein, shall be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work under this Contract, if such a person or affiliate has been placed on the convicted

vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. The FIRM hereby affirms that neither the FIRM nor any of the FIRM's affiliates or subcontractors are on the convicted vendor list. The FIRM shall notify the CITY immediately if the FIRM, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Contract. The FIRM acknowledges that failure to comply with this section may result in termination of this Contract and other penalties as provided by law.

SECTION 24. HUMAN TRAFFICKING AFFIDAVIT

- 24.1 The FIRM hereby represents, warrants, and certifies that the FIRM does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that the FIRM has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit "D"**, and incorporated herein by reference.

SECTION 25. NON-DISCRIMINATION; FEDERAL WAGES

- 25.1 The FIRM, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that i) in the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and ii) the FIRM shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this section, the CITY shall have the right to terminate this Contract and any Task Authorizations for cause.
- 25.2 If any project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, the FIRM shall be required to comply with the same.

SECTION 26. DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL

- 26.1 In the event of any dispute, claim, or controversy arising out of or relating to this Contract or a Task Authorization, the parties agree to first attempt to resolve the matter through good faith negotiations. Any party may initiate the negotiation process by providing written notice to the other party, outlining the nature of the dispute. The parties shall use their best efforts to resolve the dispute within thirty (30) days of such notice. If these efforts are unsuccessful, the matter shall be submitted to a court of appropriate jurisdiction within Lake County, Florida. Said parties hereby consent to the jurisdiction of such court and **EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL.**

SECTION 27. GOVERNING LAW; SEVERABILITY

- 27.1 Notwithstanding any conflict of laws, this Contract and any Task Authorization issued pursuant to this Contract shall be construed in accordance with and governed by the laws of the State of Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of

this Contract, which shall remain in full force and effect. To that extent, this Contract is deemed severable.

SECTION 28. **ASSIGNMENT**

- 28.1 This Contract and any Task Authorizations shall not be assigned, transferred, conveyed, or otherwise encumbered without the prior written consent of the CITY.

SECTION 29. **AMENDMENTS**

- 29.1 No modification, amendment, or alteration to the terms or conditions of this Contract, or any Task Authorization, shall be effective unless contained in a written document executed by the parties.

SECTION 30. **FORCE MAJEURE**

- 30.1 No party herein shall be liable for any failure or delay in the performance of its obligations under this Contract if such failure or delay is caused by or results from events beyond the reasonable control of the affected party, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of nature, or any other cause beyond the reasonable control of the parties (each a “Force Majeure Event”). The party affected by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of such event and shall use commercially reasonable efforts to resume performance as soon as possible.

SECTION 31. **EXHIBITS; CONFLICTS**

- 31.1 Each Exhibit referred to in this Contract forms an essential part of this Contract. Exhibits, if not physically attached, shall be treated as part of this Contract, and are incorporated by reference.
- 31.2 In the event of any conflict between the terms and conditions of this Contract, any Task Authorization issued pursuant to this Contract, and any Exhibits attached hereto, the following order of precedence shall apply: i) the terms and conditions of this Contract shall prevail first; and ii) the terms and conditions of the applicable Task Authorization shall prevail second. Any conflicting terms and conditions in Exhibits or other documents shall be subordinate to the terms of this Contract and the Task Authorization, unless mutually agreed to in writing by the applicable parties.

SECTION 32. **PROMOTION**

- 32.1 The FIRM shall acquire no right under this Contract to use, and shall not use, the names of the CITY, the CRA, or the NORTHEAST CRA for any promotional, marketing, or publicity purposes without the express written permission of the CITY, the CRA, and/or the NORTHEAST CRA, as applicable. This shall not preclude naming the CITY, CRA, and/or NORTHEAST CRA as a professional reference.

SECTION 33. **SURVIVAL**

- 33.1 Any terms or conditions of this Contract, or any Task Authorization issued thereto, that require acts beyond the date of the term of either agreement shall survive the expiration of such agreement and shall remain in full force and effect unless and until the terms or conditions are completed.

SECTION 34. **ENTIRE AGREEMENT**

- 34.1 This Contract, including the Exhibits hereto, constitutes the entire Contract between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Contract for Professional Services, effective this __ day of _____, 2025.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins, City Attorney

**MOUNT DORA COMMUNITY
REDEVELOPMENT AGENCY**

James Homich, Chairperson

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins, City Attorney

**NORTHEAST COMMUNITY
REDEVELOPMENT AGENCY**

James Homich, Chairperson

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins, City Attorney

CUSHMAN & WAKEFIELD REGIONAL, INC.

Nick Chop

Print: Nick Chop

Title: Executive Director, Valuation & Advisory

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged and sworn before me by means of ☒ physical presence or ☐ online notarization of Nick Chop, as Executive Director, Valuation & Advisory of Cushman & Wakefield, who personally swore or affirmed that he/she is authorized to execute this Contract and thereby bind the FIRM, and who is personally known to me or who produced Drivers License as identification, and who ~~did~~ did not take an oath this 15th day of July, 2025.

(stamp)



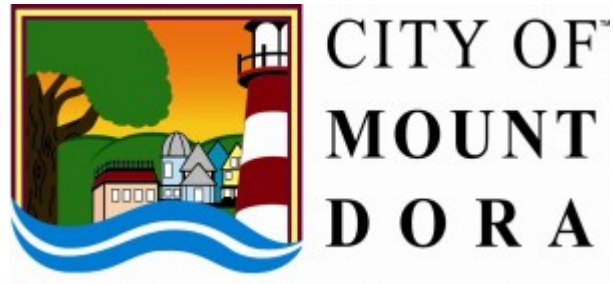
Natalya M. Sushinskaya
NOTARY PUBLIC

EXHIBIT A

City of Mount Dora RFQ #24-CM-018

Request for Qualification

NUMBER
RFQ# 24-CM-018



City of Mount Dora

APPRAISAL SERVICES – LAND AND REAL PROPERTY

Whitney Donovan
Purchasing Coordinator

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Sealed Qualifications to provide **APPRAISAL SERVICES – LAND AND REAL PROPERTY** under **RFQ#24-CM-018**. Qualifications will be electronically received until **2:00 p.m., October 14, 2024** by the Purchasing Department.

RFQ# 24-CM-018
“APPRAISAL SERVICES – LAND AND REAL PROPERTY”

A pre-proposal conference is not applicable for this solicitation.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Mount Dora’s website: www.demandstar.com, www.mountdora.gov and also posted in the Lobby of City Hall. All meetings related to this RFQ will be held in person unless otherwise noted.

Remainder of Page Left Intentionally Blank

NOTE: Electronic responses will be the only method allowed for Proposers to respond to this solicitation. **Electronic responses are to be provided via DemandStar only.** All submittals must be compatible with Microsoft Office 2007 or later. PDF files are acceptable. Bidding will be done through a secure locked box. Proposers can only view/submit their Bid and will not have access to any other Proposer's submittals. The Proposer's Bid may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Proposers who are bidding for the first time are strongly encouraged to contact DemandStar by e-mailing questions to DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays or internet outages caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. The Proposer is responsible for verifying they have received all Bid Addenda.

CAUTION: Proposers should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora Finance Department (herein after, "City") has issued this Request for Qualifications (hereinafter, "**RFQ**"), as a joint solicitation on behalf of the City, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide **PROFESSIONAL CONSULTANT SERVICES** in accordance with the specifications stated and/or attached herein/hereto. The City anticipates award to up to three Consultants. The successful proposers will hereinafter be referred to interchangeably as the "Consultant, Firm, or Respondent".

As is more fully explained in Section "6L" of this **RFQ**, an award, if made, will be made to the best overall proposer(s) whose submittal is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFQ**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of 12.26 square miles with a population of approximately 17,843. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Comprehensive Annual Financial Report for fiscal year **2022-2023** and in the City's Annual

Budget for fiscal year **2023-2024**. Copies of these documents may be viewed on www.mountdora.gov. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFQ** to Whitney Donovan, Purchasing Coordinator, and submit such questions in writing to: donovanw@mountdora.gov. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from donovanw@mountdora.gov. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.mountdora.gov) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2021-107 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the **RFQ**. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline, and has provided the information required to be submitted with the Qualification. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and/or desired elements of this **RFQ** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Submittal Conference

☒ A pre-proposal conference is not applicable for this solicitation.

A ☐ non-mandatory ☐ mandatory pre-proposal conference will be held on _____, commencing promptly at _____, and will be held in the Council Chambers, 510 North Baker Street, Mount Dora, Florida 32757.

If this pre-bid conference is denoted as “mandatory”, prospective proposers must be present in order to submit a bid response.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFQ process.

Event	Date
Advertise RFQ	September 12, 2024
Last Date for Receipt of Written Questions	September 26, 2024 4:00 PM
Addendum Issued (If Applicable)	October 1, 2024
RFQ Opening (via Zoom)	October 14, 2024 2:00 PM
Evaluation Committee to Shortlist	October 21, 2024 1:00 PM
Shortlisted Firm Presentations/Interviews (if requested)	October 29, 2024 1:00 PM- 4:00 PM
Evaluation Committee to Recommend	October 29, 2024 4:15 PM
Notice of Recommendation	October 29, 2024
City Council Approval (anticipated)	November 19, 2024

All Evaluation Committee meetings and any applicable Presentations will be held in the City Council Boardroom located at City of Mount Dora City Hall, 510 N Baker Street, Mount Dora FL 32757 unless noted otherwise.

2) GENERAL DESCRIPTION - SPECIFICATIONS OR SCOPE OF WORK

Purpose

The City of Mount Dora, Florida (“City”) is seeking submittals from licensed, experienced and well-qualified firms or individuals for the as-needed provision, via City issued Task Authorization, for the listed professional services in accordance with the Scope of Services described in this **RFQ**. Services requested under this **RFQ** shall be provided, as requested, to the City, the Community Redevelopment Agency, and the Northeast Community Redevelopment Agency. The City anticipates awarding to multiple firms/individuals under this RFQ.

When applicable, proposer(s) and applicable personnel must be experienced and well-versed in all related applicable Local, State, and Federal regulations. If applicable, successful proposers shall be required to assist the City with any associated grant reimbursement activities.

A) Services to Be Provided

The Scope of Services comprises a description of the City’s anticipated needs for the stated Professional Services for which this RFQ has been issued. **Please note that Real Estate Broker Services are NOT included under this RFQ.**

Qualified firms wishing to submit to this RFQ are responsible for providing all professional services described, whether directly or through sub-consultants. The City reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified sub-consultants. Use of any sub-consultant(s) will require prior written approval by the City.

It is the City's belief that the services are adequately described herein. Therefore, any contract that may result from this RFP shall be inclusive of the entire effort required to provide the services described. Specifically, no additional fees shall be allowed for any additional services arising for any reasons whatsoever accepting those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated task authorization and associated master agreement(s).

B) Services

The scope of services that the City requires under this RFQ are based upon the City's current needs and anticipated future requirements. Requested services will be on an as needed basis. Each proposal will be considered on its own merits, relative to the City's requirements as stated within this RFQ.

The appraisal services described are necessary to insure the completion of various City project(s). These services may be performed either in-house or through sub-consultants. All projects, at a minimum, will include deliverables in paper and acceptable electronic formats.

Specific electronic formats shall include, but are not limited to, the following:

- Textual: Microsoft Suite of Office Products (Word, Excel, Access, etc.)
- Drafting: Adobe PDF (scaled for 11x17 paper) and AutoCAD (DWG & DWF)
- GIS: ESRI ArcGIS
- Other: formats shall be as agreed to in individual Specific Authorizations
- Specific details regarding the future use of submitted electronic drawings will be negotiated as part of individual Task Authorizations.

The selected Consultant(s) will be expected to gather sufficient information to enable a proposal/quote for each project as assigned via a task authorization. Each specific task authorization proposal/quote will be determined by the successful firm's assigned staff member(s) and hourly rate as stated in the Fee Schedule on file with the City at that time.

All Appraisers must follow the rules and regulations pursuant to Florida Statute 475, Part II and the Florida Real Estate Appraisal Board, Chapter 21VV, Florida Administrative Code. All appraisals must comply with the Uniform Standards of Professional Appraisal Practice.

All property inspections shall be performed via in-person inspections. Remote inspections are prohibited.

Appraisers must be able to arrive at market value on the following:

1. Large tracts of land (metes and bounds)
2. Lots located within subdivisions

3. Partial acquisitions for right-of-ways for roads, drainage, etc.
4. Easements (temporary, permanent, drainage, utility, conservation, and construction)
5. Waterfront
6. Wetland/Marshlands
7. Environmentally Sensitive Land - such lands contain native, relatively unaltered flora or fauna representing a natural area unique to, or scarce within, a region of Florida of larger geographic area. Such lands contain habitat critical to or providing significant protection for an endangered or threatened species of plant or animal. Such lands contain an unusual, outstanding or unique geologic feature.

The term shall also include undeveloped tracts of xeric scrub and coastal/tropical hammocks five acres or larger and an undeveloped area of land which has essentially retained its primeval character and influence without alteration. This includes areas that are regionally endangered and provide critical habitat for protected species.

8. Environmentally Significant Lands shall include lands with natural features that warrant conservation and protection in the public interest. The term includes native plant communities, which are not necessarily endangered but are pristine and representative of the community type; altered ecosystems with reasonable potential for restoration to correct environmental damage that has occurred; and land with significant archaeological resources.
9. Commercial improved/unimproved
10. Residential improved/unimproved
11. Leasehold property
12. Agriculture
13. Mobile homes
14. Multi-family property
15. Court Testimony for condemnation proceedings
16. Historic properties, both commercial and residential
17. Commercial Office Space

All appraisals will be ordered on an as-needed basis for property acquisitions throughout the City of Mount Dora. Each issued task authorization will be scope specific and include a specific scope. The Consultant quote, per task authorization will be delivered in a full narrative form, unless otherwise directed. Written quotes will be provided by a letter agreement and will include cost, based on current City approved Fee Schedule/Rate Sheet on file with the City and the completion time. Appraiser will make every attempt to ensure the best possible response time to each task authorization as assigned. Appraiser will complete appraisal reports based on letter agreement. Final payment will be based on receipt and City approval of the final review reports.

3) CITY'S RIGHT TO INSPECT

The City or its authorized Agent shall have the right to inspect the Consultant's files to determine status of work on this project.

4) TERMS AND CONDITIONS OF CONTRACT

A contract/agreement resulting from this RFQ shall be subject to the terms and conditions set forth in a City Contract and any terms and conditions included in this RFQ. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, agreements or other documents provided by the Contractor(s) with their submittal.

A) INITIAL CONTRACT PERIOD

Initial Agreement Term: The initial agreement term, beginning with the Agreement Anniversary Date, will be for a period of three (3) years.

B) RENEWAL PERIODS

Agreement Renewal Periods: Additionally, by mutual agreement and funding availability, the contract may be renewed for two (2) automatic one (1) year renewal periods unless either party provides a written notice of non-renewal at no less than 120 days prior to renewal date (Agreement anniversary date).

C) MINIMUM QUALIFICATIONS

To be considered, the Respondent must meet the minimum qualifications as listed below:

- Certification:

The qualifying firm or individual must be properly licensed in the State of Florida.

- General Experience

At least ten (10) years of professional experience in performing the residential and commercial services described above.

- Local Government Experience

At least five (5) years of recent experience in performing services described above to one (1) or more local government agencies.

D) COMPENSATION

In general, the City's preferred method of compensation is for services rendered on an hourly basis, consistent with actual hours worked and the fee schedule then in effect. A "Fee Schedule" will be made a part of the contract and all applicable fees, payments, reimbursements, and costs paid to the successful proposer(s) will be based on the contract fee schedule. The Fee Schedule will include the hourly rate for each member of the successful firm, including the position and/or title.

All fees contained on an initial Fee Schedule, will remain in effect from the Agreement Anniversary Date through September 30, 2026. Fees may be adjusted annually thereafter, to be effective October 1, 2026, with prior notice and acceptance by the City.

Requests for fee adjustments must be submitted to the City's Purchasing Coordinator no later than May 31st of each calendar year beginning in the year 2026. Initial fee adjustment requests must be submitted no later than May 31, 2026 and annually on this month and day thereafter.

Fee adjustments will not be allowed for requests submitted for City consideration **after** May 31st of each eligible year.

No out of scope services will be provided by the successful Consultant(s) in the absence of prior, written authorization in the form of a supplemental agreement or amended task authorization and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligations for any services provided which do not conform to this requirement.

The City will not compensate the successful proposer, or any person in the firm, for time spent traveling to or from City meetings or to any project site location(s).

The City will not pay a retainer or similar fee.

Reimbursement of Out-of-Pocket Expenses:

If allowed by the contract, actual out-of-pocket expenses, such as word processing, photocopying, postage and the like will be reimbursed in accordance with the stated and agreed upon fee schedule.

Per Diem Travel Expenses:

The City does not anticipate this need. If it becomes necessary, the City's Project Manager must provide advance written approval of any travel on behalf of the City. For approved travel, City will reimburse out-of-pocket expenses such as per diem and subsistence allowance for necessary travel expenses pursuant to the City's existing travel policy governing travel.

Other Incidental Expenses:

The City will not compensate or reimburse the successful proposer(s) for any incidental expenses such as, but not limited to, permit fees or any time or costs associated with maintenance of licenses, certifications, etc.

The City will make the sole determination of an incidental expense.

5) GENERAL TERMS AND CONDITIONS

A) Licenses

The Consultant is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the discipline and/or

project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the bid/proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Consultant, with an office within the City is also required to have a business tax receipt.

If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

B) Principals/Collusion

By submission of a Qualification, the undersigned, as Respondent, does declare that the only person or persons interested in the Qualification as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Qualification or in the contract to be entered into; that this Qualification is made without connection with any other person, company or parties submitting a Qualification, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Consultant shall be legally considered an independent consultant, and that neither the Consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Consultant on thirty (30) days prior written notice.

F) Termination

Should the Consultant be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Consultant will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Indemnity

The successful Consultant(s) shall indemnify and hold the City harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between the City and said successful Consultant.

I) Assignment

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

J) Lobbying/Cone of Silence

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Qualification announcement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this RFQ, with the exception of the Finance Director or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

K) Single Submittal/Qualification

Each Respondent must submit, with their submittal, all forms included in this RFQ. Only **one** submittal from a legal entity as a primary will be considered. A legal entity that submits as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

L) Protest Procedures

Any appeal or protest to the Request for Qualification shall be governed by the City of Mount Dora's Purchasing Policy.

M) Public Entity Crime

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 or reply on a contract to provide any goods or services to a public entity; may not submit a bid/proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids/proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, consultant, sub-contractor, or sub-consultant under a

contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

N) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

O) Responsible Vendor Determination

Prospective Vendor is hereby notified that Florida Statutes, Section 287.05701, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Vendor.

P) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time
- b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, RFQ, and/or quotes
- c. Immediate termination of any contract held by the individual and/or firm for cause

Q) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

R) Scrutinized Company List

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIAProhibitedList.pdf?ver=2019-01-29-130702-420

S) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Task Authorization or Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable 510 North Baker Street, Mount Dora, FL 32757.

Progress payments may be requested on a monthly basis. The successful proposer will be paid periodically, but not more often than monthly upon presentation of a valid invoice or statement. The invoice or statement must clearly indicate the person generating the charge, the hourly rate for that person, the actual work performed, actual number of hours worked, the project or fund to be charged (as provided by City staff), and the appropriate purchase order number.

The City’s normal payment procedures (net 30 days) will be observed. No early payments will be approved.

Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

6) INSTRUCTIONS FOR BID/PROPOSAL

A) Compliance with the RFQ

Proposals must be in strict compliance with this **RFQ**. Failure to comply with all provisions of the **RFQ** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFQ**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer’s insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer’s bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA (American Institute of Architects) Document 310.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted to the Purchasing Coordinator within 7 days of receipt of the city's executed work/task order by Proposers receiving award, and written for 100% of the work/task order total estimate, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Consultant is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Consultant shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Qualification/Response

All bids/proposals are to be delivered before 2:00 PM, local time, on or before October 14, 2024 via electronic submission at www.demandstar.com only.

The City shall not bear the responsibility for proposals submitted past the stated date and/or time indicated.

E) Evaluation of Qualification/Response (Procedure)

The City's procedure for selecting is as follows:

1. An Evaluation Committee of at least three (3), but always an odd number, will be selected to review all responsive Proposals submitted in accordance with Statutes.
2. Subsequent to the closing of Proposals, the Purchasing Coordinator shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published **RFQ**.
3. All evaluation committee members shall review the Request for Qualifications (**RFQ**) issued.
4. The committee members shall review each **RFQ** individually and score each submittal based only on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, if not included in the solicitation document, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Qualification to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Coordinator to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFQ** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Qualification submittal by the City or a submission of a submittal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification submittal does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ**, Proposer shall immediately notify the Purchasing Coordinator, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Coordinator will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFQ** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ** prior to submitting a submittal or it shall be waived.

G) Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Qualification in response to this **RFQ**, nor for the presentation of its Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Qualification, to reject any or all Qualifications, to re-solicit for Qualifications, if desired, and upon recommendation and justification by the City to accept the Qualification which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Qualification which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Qualification of any other proposer or to re-advertise using similar or revised documentation, at its sole discretion.

I) Requests for Clarification of Qualifications

Requests by the Purchasing Coordinator to a proposer(s) for clarification of Qualification(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Qualification.

J) Validity of Qualifications

No Qualification can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Qualifications.

All Qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

1. The Qualification shall be deemed an offer to provide services to the City. In submitting a Qualification, the Proposer declares that he/she understands and agrees to abide by all

specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the Agreement.

2. To facilitate the fair evaluation and comparison of Qualifications, all Qualifications must conform to the guidelines set forth in this RFQ. Any portions of the Qualification that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Qualification. However, any Qualification that contains such variances may be considered non-responsive.
3. Qualifications should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFQ.
4. Qualification submittals should be tabbed as noted below.
5. The items listed below shall be submitted with each Qualification and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Qualification.

Title Page:

**REQUEST FOR QUALIFICATION
RFQ 24-CM-018
"APPRAISAL SERVICES – LAND AND REAL PROPERTY"**

Table of Contents:

Tab I – Statement of Interest and Introduction:

The responding firm (lead firm if sub-consultants are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. If sub-consultants are proposed, each sub-consultant must provide a similar letter, not exceeding one (1) page.

Tab II – Company History:

Provide a brief history of the firm, including number of years in business and organizational structure. Please state if the proposer maintains a physical office located within the Central Florida region of the State. Identify, if this location will provide the majority of the services or work to be performed.

Tab III – Approach to the Engagement:

Provide in detail your firms approach and methodology as it relates to overall provision of requested professional Appraisal Services.

1. The statement of approach should begin with an introductory and overview section that describes the firm's understanding of the services required.
2. The body of the statement of approach should describe the firm's method of addressing the requirements to requested services. Describe your understanding of the scope of services and the City's needs, your approach to providing the described services, any specialized skills available, and any special considerations or possible difficulties in providing the described services.

3. Provide a statement as to your ability and desire to stay within City budget requirements and what methods will be used to assure that a specified budget is not exceeded.
4. A statement of the firm's capacity to perform work within a required schedule. This should take a narrative form which describes and represents a commitment by the responding firms to allocate the necessary resources to the City and provide all requested services in a timely manner.
5. Any addition(s), exception(s), or clarification(s) the proposer may deem pertinent to this proposal.

Tab IV – Qualifications/Experience of Firm and Key Personnel:

1. A description, not exceeding two (2) pages, of the firm's proposed project team. This description should provide the names, titles, firm names (if sub-consultants are involved), and clearly identify the proposed team role for each person.
2. Provide a current organizational chart of the firm and identify each principal of the firm and any other key personnel who will be professionally associated with the engagement.
3. For each person (not exceeding two (2) pages each), a brief description of qualifications which will include at minimum, the professional qualifications for each person assigned to the City, and a summary of experience on engagements similar to that described by this RFQ, and summary of experience on engagements similar to that described by this RFQ. This summary of experience will describe the services provided and the dates of such experience. Include key personnel's experience with local governments and other public entities. Also, identify the role the aforesaid individuals will assume with the City and if the individuals are based out of the Central Florida region.

Tab V – Workload:

1. Provide a listing of recent, current and projected workloads of the firm and of specific team members to be assigned work with the City. The Proposer will include a graph or other informational diagram / format indicating the allocated and available staff hours for our projects. Please explain on a percentage basis the average amount of time the proposers staff has available for the City of Mount Dora projects monthly. Identify other governmental agencies currently being represented in the State of Florida.
2. Provide a listing of the volume of work previously awarded to the firm by the City. The information will be considered by the City with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principal of selection of the most highly qualified firms.
3. Identify (not to exceed one (1) page) any existing relationships that might affect either positively or negatively, your ability to perform the services requested.

Tab VI – References: (See Required Form to be placed under this Tab)

Submission of a minimum of four (4) public governmental agency references who engaged the firm for similar studies in nature and related processes or activities. The services provided to these clients should have characteristics as similar as possible to those requested in this **RFQ**.

Information provided for each client shall include the following:

1. Client name; client contact name with email address and current telephone number
2. Description of services provided.
3. Time period of the contract.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Proposal. The City reserves the right to contact any and all references. A uniform sample of references will be checked for each Proposer.

Tab VII – Statement of Litigation:

Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last ten (10) years. All litigation should include the case number, the name of the case and the location the case has been filed in. Electing to not respond to this section or stating that all litigation is sealed may result in a proposal being deemed as “non-responsive” to this RFQ.

L) Qualification Evaluation Committee and Evaluation Factors

All Qualifications will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this **RFQ**, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualifications received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Qualifications shall include all of the information solicited in this **RFQ**, and any additional data that the offeror deems pertinent to the understanding and evaluating of the Qualification. Proposers will provide their best analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Qualifications evaluated by an evaluation committee and scored for non-price factors to include technical response, qualifications and experience.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide Consultants with an opportunity to answer any questions the City may have on a proposer’s submittal.

Proposers submitting the required criteria will have their Proposal(s) evaluated by Evaluation Committee Members and scored to include the following criteria:

Submissions will be evaluated on a total score basis, with a maximum assignable score of five

hundred (500) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Criteria	Max Criteria Points Assigned	Assigned Weight	Maximum Score Possible
Statement of Interest/Introduction (Tab I); Firm History (Tab II); Approach to Engagement (Tab III)	30	5	150
Qualifications/Experience of Firm & Project Team (Tab IV)	30	5	150
Current Workload (Tab V)	30	5	150
References (Tab VI)	5	5	25
Statement of Litigation (Tabs VII)	5	5	25
Totals	100	5	500

Formal Oral Presentation/Interview Scoring (if requested):

If requested by the Evaluation Committee, a second Evaluation Committee will be scheduled, advertised, and coordinated with the shortlisted vendors by the City's Purchasing Coordinator. This meeting will provide each of the shortlisted vendor 15 minutes to present information, with focus on the items listed below in the "Weighted Evaluation Criteria for Final Ranking", and followed by a 30 minute random question and answer period. The Consultant presentation is to be supported by a hard copy hand-out without reliance on a computer power point show unless otherwise directed in writing. Each of the shortlisted consultants may have no more than three (3) people participating in this meeting.

The City reserves the right to ask participating firms any questions deemed relevant by the Evaluation Committee Members. The initial focus, however, will be on the following question:

1. Quality of the Interview: a) Interview was clear and concise; b) Questions were appropriately answered by Consultant.

If Presentations/Interview sessions are requested for shortlisted firms the following scoring process will apply:

A maximum of four (4) points can be assigned to each firms' session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring.

After shortlisted Consultants have completed Presentation/Q&A sessions, the Evaluation Committee members will complete the Presentation/Q&A scoring forms with Purchasing totaling the forms. Scoring for this phase will NOT be combined with the previous phase. The score of each Evaluation Committee member will be tallied individually for each Consultant. Each Evaluation Committee members score will then be converted to a ranking number for each consultant with 1 being the highest ranked, 2 the second, and do on. A final ranking of the shortlisted consultants will be announced based on final ranking.

If held, the Presentation/Interview final scoring will determine the final ranking of shortlisted firms.

Drug-Free Workplace:

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Mount Dora, these services should be identified and included in the request response.

Tie Breaker:

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.
- Timeliness of delivery.

Remainder of Page Intentionally Left Blank

7) REQUIRED FORMS - ALL FORMS MUST BE SUBMITTED WITH YOUR PROPOSAL.
Failure to return all required forms will result in the removal of the submittal from further consideration for award.

1. Proposers Checklist
2. Conflict of Interest Affidavit
3. F.S.S Section 287.138 Certification
4. Affidavit of Compliance with Florida Statutes, Section 288.0071
5. Grant Funding Compliance Form
6. Vendor Certification Regarding Scrutinized Companies' List
7. Proposers Qualification Form
8. Declaration Statement
9. Insurance Requirements
10. Drug Free Workplace Certification
11. Non-Collusion Affidavit of Prime Qualifier
12. Acknowledgements
13. Compliance with Public Records Law
14. References Form
15. Public Entity Crimes Statement
16. Firm Information
17. Sub-Consultant Listing
18. Completed W9
19. Signed Addenda (if applicable)

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ All applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ Any addenda has been signed and included.
- ☐ The Bid will be electronically delivered in time to be received no later than the specified due date of October 14, 2024 and time of 2:00 PM EST. Bid will not be considered otherwise. Electronic responses are the only accepted method of response delivery to the City.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Office, if any actual or potential conflict of interest arises during the solicitation process.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

**FLORIDA STATUTES, SECTION 287.138
CERTIFICATION**

I, _____ (person) _____, as the _____ (title) _____ of
_____ (entity) _____, do hereby certify that
_____ (entity) _____ : (i) is not owned by the government of a foreign country of
concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign
country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is
not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section
287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined
by Florida Statutes, Section 287.138.

Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization of _____, who personally swore or affirmed that he/she is
authorized to execute this Oath and who is personally known to me or who produced
_____ as identification, and who did/did not take an oath this
_____ day of _____, 2024.

(stamp)

NOTARY PUBLIC, State of Florida

**AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES,
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida – at large, personally appeared,
_____, and having first made due oath or affirmation, states:
(Write Name Here)

1. My name is _____.
(Write Name Here)

2. I am the _____ of _____.
(Insert Job Title) (Insert Company Name)

3. The Company was formed in _____ and is a _____.
(Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this _____ day of _____, 202__.

BY: _____
Signature of Affiant

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this day of _____, 2024.

(stamp)

NOTARY PUBLIC

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: _____ Project Number: _____

Project Location: _____

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation_____.

Dated this ____ day of _____, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation _____.

Name of Firm

Signature

Printed Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES' LISTS PURSUANT TO
FLORIDA STATUTES, SECTION 187.135**

Respondent Vendor Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title:

Address: _____

Phone Number: _____ Email Address: _____

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not participating in a boycott of Israel and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature

Print Name: _____

Print Title: _____

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		\$ _____
		\$ _____
		\$ _____

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a contract? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all litigation(s) that have been filed by or against the division of your firm that will be responsible for the scope of work in this solicitation, in the last ten (10) years:

CONTRACT VALUES:

List total value of contracts for work done on all completed and similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

Attach additional page if necessary.

\$ _____ **Total Value for work done on all PAST completed and similar projects.**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFQ NO. 24-CM-018, “Appraisal Services - Land and Real Property”

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-CM-018**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____,
20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

-
- | | |
|--|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
- This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.
- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS
(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

- ☒ 11. The Certificate must state the RFQ Number and **TITLE**

.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐ YES
☐ NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-CM-018.

I am fully informed respecting the preparation and contents of the Response to RFQ #24-CM-018, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-CM-018, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-CM-018 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

ACKNOWLEDGEMENTS

**RFQ #24-CM-018
“APPRAISAL SERVICES –LAND AND REAL PROPERTY”**

**To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757**

_____(Proposer) guarantees its Response to RFQ #24-CM-018 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this _____ day of _____, _____
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank



CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW RFQ #24-CM-018

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references, excluding the City of Mount Dora, for which the firm has provided services described in this Qualification for five (5) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
4. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: _____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is _____.
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

FIRM INFORMATION

Firm is a:

- () Corporation
() Partnership
() Sole Proprietorship
() Other _____ (Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

RFQ #24-CM-018

SUB-CONSULTANT LISTING

Provide a name, and address of all sub-consultants that have the potential to work on this project.

Sub-Consultant:

Phone Number:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**Request for Taxpayer
Identification Number and Certification**

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

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

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

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. 4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

- ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
- Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► _____

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Print or type.
See Specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

____ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

EXHIBIT “A”

ZOOM MEETING
ACCESS INFORMATION

Solicitation Opening via ZOOM:

Topic: RFQ 24-CM-018 Opening
Time: Oct 14, 2024 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us06web.zoom.us/j/85124338424>

Meeting ID: 851 2433 8424

One tap mobile
+13052241968,,85124338424# US
+13092053325,,85124338424# US

Find your local number: <https://us06web.zoom.us/u/kbXRCGFwyL>

EXHIBIT B

Cushman & Wakefield's Response to RFQ #24-CM-018



Statement of Qualification for RFQ# 24-DM-018

Appraisal Services – Land and Real Property

Prepared by
Cushman & Wakefield

Prepared for
City of Mount Dora, Florida
October 2024



Tab I – Statement of Interest and Introduction

October 14, 2024

City of Mount Dora
Purchasing Department
ATTN: Whitney Donovan, Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757

RE: Request for Qualifications Solicitation # 24-CM-018 – Appraisal Services – Land and Real Property

Dear Ms. Donovan:

Cushman & Wakefield appreciates the opportunity to present the City of Mount Dora in Mount Dora, Florida with our Statement of Qualifications for Appraisal Services – Land and Real Property. In response to the Request for Qualification, we have included our company history, approach, experience of firm, key personnel, workload, and references.

Cushman & Wakefield is a leading real estate services firm with a Valuation & Advisory Team comprised of professionals experienced in all aspects of real estate appraisal. Valuation services include appraisal and consulting, feasibility studies, market and highest and best use studies, and advisory services. Further, we have a specialized Infrastructure Practice Group that is accustomed to handling appraisal assignments for easement advisory and right of way projects of varying sizes and complexities, including on-call or multi-parcel assignments

Our firm conducts valuation and consultation services relating to municipalities of all sizes including federal, state, local, and tribal government entities. Studies and valuations are performed for acquisitions and easement advisory, pre-disposal redevelopment planning/positioning, disposal of assets, land exchanges, and asset monitoring.

Our team has experience in a variety of asset types, including, but not limited to:

- Commercial
- Industrial
- Rural/Agriculture
- State and federally owned properties
- Gravel pits
- Multifamily
- Airports and hangars
- Corridor properties
- Equestrian and cattle farms
- Electric vehicle charging stations

Given our specialized Infrastructure Practice Group, we are also uniquely qualified in valuation needs unique these government bodies. Right of way assignments include partial acquisitions as well as total acquisitions. Assignment types include the following:

- Right of Way
- Utility Easements
- Greenways and other corridors
- Special Purpose
- Highways
- Litigation & Expert Witness Testimony
- Pipelines
- High tension power lines
- Airports and hangars
- Floodways
- Conservation easements
- Railroad corridors

Thank you for the opportunity to provide this proposal. Should you have any questions, or require additional information regarding our response, please do not hesitate to contact us at any time to discuss.

Respectfully Submitted,

CUSHMAN & WAKEFIELD



Steven T. Murray, R/W-AC
Florida Infrastructure Practice Director, Valuation & Advisory Services
Cushman & Wakefield
201 N. Franklin St., Suite 3300
Tampa, FL 33602
(813) 465.7046 | Steven.Murray@cushwake.com



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Tab II – Company History

Cushman & Wakefield is a leading global real estate services firm with a proven history of over 100 years. Our firm is among the largest real estate services firms with approximately 50,000 employees in 400 offices and 60 countries. Cushman & Wakefield Regional, Inc. is a C-Corporation in the state of Florida. Our team is located at 201 N. Franklin St., Suite 3300, Tampa, FL 33602

with additional team in Tallahassee.

Our team is experienced in preparing valuation assignments in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA aka Yellow Book Standards) and requested agency specific guidelines.

Our business is focused on meeting the needs of our clients through dedicated service groups such as our Valuation & Advisory Team with a focused Infrastructure Practice Group specializing in right of way acquisition and easement advisory. Further, our highly trained team is experienced with an array of asset types, ranging from common to highly specialized. Specialty asset types include:

- | | |
|--------------------------------------|--|
| • Drainage Easements | • State and federally owned properties |
| • Pipelines | • Gravel pits |
| • High tension power lines | • Batture land |
| • Airports and hangars | • Equestrian and cattle farms |
| • Floodways | • Auto racing track |
| • Conservation easements | • Religious and event centers |
| • Electric vehicle charging stations | • Campgrounds and RV parks |
| • Ground leases | • Boat and RV storage facilities |
| • Convenience stores | • Surgery centers and hospitals |

Cushman & Wakefield is committed to quality, timely services, and implement our resources and team members to ensure we meet agreed upon deadlines and budgets. Resources included an in-house proprietary solution called GTT to enhance our appraisal and valuation process, as well as supplemental data solutions, Microsoft Office, Adobe Acrobat, and graphic applications (e.g., Snagit). These resources create a compatibility with client systems and an ability to easily share information. Further, data sources such as CoStar, RMLS, Moody, STDB, ESRI, and DataTree, help ensure comprehensive and timely assessments.

Tab III – Approach to the Engagement

We understand the City of Mount Dora Finance Department as a joint solicitation on behalf of the City, the Community Redevelopment Area, and the Northeast Community Redevelopment Area, is seeking professionals to provide appraisal services for land and real property, per RFQ# 24-CM-018. Cushman & Wakefield is prepared to provide *Real Property Appraiser Services* to the City of Mount Dora as described in the RFQ for Land and Real Property.

Our firm has a specialized Valuation & Advisory department with a dedicated Infrastructure Practice Group experienced in preparing valuation assignments for government entities of all sizes. We prepare reports in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), as well as other requested agency specific guidelines such as the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA aka Yellow Book Standards) and/or the Uniform Relocation Assistance and Real Property Acquisition Act (URA).

The complexity of our past assignments has ranged from uncomplicated to highly technical and those involving litigation and testimony. We are experienced in a vast range of valuation and advisory services including right of way appraisal and consulting, feasibility studies, highest and best use studies, market analysis, and other advisory services. We are well-versed in all common property types, as well as a variety of specialty property types, right-of-way, and acquisition assignments.

Collaboration is key to our project team's performance and ensures efficiency and success in achieving objectives. When contracts are awarded, our administrative staff and research team sets up work files and sort information from clients to begin initial tax and GIS research on subject properties. Appraisers make contact and discuss the project with client and property owners, as applicable. We perform property research, such as verifying zoning and taxes and tracking comparable properties.

The team at Cushman & Wakefield leverages cutting-edge technology and sophisticated data analytics tools to ensure quality results. Our team has vast expertise in the real estate market and access to large amounts of data from sources such as CoStar, RMLS, Moody, STDB, ESRI, and DataTree. All reports are then reviewed by a senior Cushman & Wakefield quality control professional versed in the market or region.

This comprehensive approach to valuation and advisory ensures services are in compliance with applicable laws and regulations. Our process also ensures that inspections are scheduled and conducted in a timely manner. Our dedicated research team guarantees background information is handled appropriately, such as investigating zoning, parcel history, and existence of encumbrances. Our appraisal team is also experienced in researching comparable sales, highest and best use analysis, and determining a final opinion of value.

Our team works cohesively to ensure we meet agreed upon deadlines with high-quality reports.

Tab IV – Qualifications/Experience of Firm and Key Personnel

Qualifications & Experience

The Cushman & Wakefield appraisal team conducts valuation and consultation services relating to federal, state, local, and tribal government entities. Our team is experienced with an array of asset types unique to these government bodies. Past assignments include national laboratory campuses, military properties, and veterans’ administration campuses. Right-of-way assignments include total acquisitions as well as partial acquisitions. Assignment types include:

- | | |
|---------------------------------------|------------------------------|
| • Acquisitions | Feasibility Studies |
| • Partial acquisitions | Highest and Best Use Studies |
| • Litigation preparation | Advisory services |
| • Expert witness testimony | Pre-disposal redevelopment |
| • Land exchanges and asset monitoring | planning/positioning |

Cushman & Wakefield takes pride in providing services to government clients. Assisting federal, state, and local governments with their real estate valuation and strategy needs is something we have done consistently over our history. Over the past decade, we have had provided valuation and advisory services to a vast number of government authorities.

A sampling of our team’s projects and clientele include:

- A multi-billion dollar FGT project from 2008 through approximately 2014 worked on by Barry A. Diskin, Ph.D., MAI, AI-GRS. The project included 240 miles of easements across North Florida (Escambia to Lafayette Counties). We prevailed at each order-of-taking hearing; some were particularly contentious. Brian Bolves at 813.789.8118 was the lead attorney for the majority of those cases and can provide input about Dr. Diskin's courtroom abilities.
- Litigation of FPL Turkey Point Units 6&7 Project- Site Certification Hearing – Dr. Diskin testified for the condemning authority (FPL) in a Florida Department of Administrative Hearings event on October 1, 2013. Dr. Diskin's testimony addressed issues dealing with property valuation procedure and a value estimate for a route in the Florida Everglades. Governor Scott and the Cabinet made the ultimate decision in favor of FPL. The lawyers include Carolyn Raepple who represented FPL. She can be reached at 850.566.7612.
- A 200 parcel appraisal report assignment located in Craven County, NC, and consisting of reports completed between April 2019 and April 2021. The design-build project

generally consisted of upgrading US 70 along its existing alignment to a controlled-access highway in compliance with interstate standards. The project was to provide a six-lane divided facility, with a 22-foot median, as well as a four-lane divided facility, with a 46-foot median. The project also included conversion of at-grade intersections to grade-separated interchanges at US 70 intersections, and two-way access roads on both sides of US 70 to connect existing service roads and maintain access to side street and abutting properties. Contact for this project is Matt Starling of ORC Real Estate Solutions for Infrastructure (704.944.1394).

Our professional expertise is in appraisal and appraisal consultation services across all property types. We are also well-versed in a variety of specialized properties and property types. Our experience includes:

Multifamily	State and federally owned properties
Office	Transmission line corridors
Retail	High pressure gas lines
Industrial	High tension power lines
Land	Airports and hangars
Self-storage facilities	Gravel pits
Railroad corridors	Batture land
Highways	Equestrian and cattle farms
Greenways and other corridors	Auto racing track
Convenience stores	Religious and event centers
Pipelines	Campgrounds and RV parks
Floodways	Boat and RV storage facilities
Conservation easements	Surgery centers and hospitals
Electric vehicle charging stations	
Ground leases	

We understand this project is for land and real property appraisal services. We have a team comprised of uniquely qualified professionals experienced in a vast range of property types. Our team is highly skilled in valuation and appraisal reporting, consulting, feasibility studies, highest and best use studies, and advisory services.

This team is accustomed to handling large projects. In addition to experience noted elsewhere in this proposal, they have previously been responsible for a 240-mile project for Florida Gas Transmission, about 1,500 parcels, and never missed a deadline.

In addition to the team of appraisers, our firm has a dedicated research team to assist in identification of subject properties and gathering basic information on each property assignment in order to maximize time and efficiency. This allows us the capacity to take on single-parcel on-call assignments or multi-parcel assignments at any time.

Organizational Chart

Appraisal Team Organizational Chart	
<i>Steven T. Murray, R/W-AC</i>	Project Team Lead. Provides strategic planning and guidance on projects and deliverables. Prepares USPAP compliant appraisal reports.
<i>Barry A. Diskin, Ph.D., MAI, AI-GRS</i>	Provides Expert Witness/Testimony/Litigation Services as needed.
<i>David W. Beshears, MAI, MRICS</i>	Prepares USPAP compliant appraisal reports.
<i>Jason Crump, R/W-AC</i>	Prepares USPAP compliant appraisal reports.
<i>Keith J. Richard, MAI</i>	Prepares USPAP compliant appraisal reports.
Additional Support	
Executive Oversight	Anthony Alderman, CRE, SR/WA, FRICS, National Infrastructure Practice Lead, provides executive oversight on contracts for the Valuation & Advisory, Infrastructure Practice Group.
Research/Data Management/Appraisal Coordination Team	Team of researchers providing data for use in appraisal reports.

Personnel Qualifications and Experience

Our team lead, Steven T. Murray, R/W-AC, has right of way experience across the state of Florida, as well as Arkansas, Louisiana, Mississippi, Tennessee, and Texas in the form of new roadway construction, state highway and local road widenings, interstate interchange expansion round-a-bout installation, high-tension powerline relocation, pipeline development, and bridge maintenance projects. Additionally, he is a member of the International Right of Way Association. His office is located at 201 N. Franklin St., Suite 3300, Tampa, FL 33602.

Our team also includes Dr. Barry Diskin, Ph.D., MAI, AI-GRS, who has been involved in condemnation work for about 30 years. He has qualified as an expert and testified in 42 Florida counties and in California, Arizona, South Carolina, Pennsylvania, Wisconsin, and Michigan. The cases are largely distributed across eminent domain, property tax, and contamination matters, with the bulk of cases being eminent domain. Since 2000, Dr. Diskin has handled hundreds of miles of right-of-way for various natural gas pipeline firms. In recent years, his principal clients have been the FDOT, Florida Gas Transmission (FGT), and Florida Southeast Connection (FSC), a subsidiary of FPL. Of the hundreds of parcels appraised for FGT, only one went to trial (Washington County). The jury sided with FGT and the property owners' team was not able to overcome the offer of judgment.

Additionally, David Beshears, MAI, MRICS, has over 30 years of consultation experience. Mr. Beshears is Member of the Appraisal Institute and a member of Royal Institute of Chartered Surveyors. He is a State-Certified General Appraiser in Florida, Alabama, Georgia, and Mississippi. His appraisal experience ranges from the valuation of individual properties to large, diverse national portfolios.

Our team also includes Jason E. Crump, R/W-AC. Mr. Crump serves as a Senior Director for Valuation & Advisory where his expertise supports the Infrastructure Practice Group. He has experience in managing and appraising large scale right-of-way projects for public and private entities. Assignments include the valuation of partial acquisitions for local, state, and federal transportation projects as well as projects for power transmission lines, pipelines, and other utility related projects. Additionally, he has experience in testifying in over a hundred eminent domain proceedings.

Finally, Kieth J. Richard, MAI is a Senior Director within the Valuation & Advisory group of Cushman & Wakefield of Texas, Inc. Mr. Richard has been involved in commercial real estate appraisal since 2006, with experience providing real estate appraisals, consultations, rent analyses, and market studies. His primary geographical location are the states of Florida, Louisiana and Texas, but has valuation experience across Arkansas, Mississippi and Tennessee.

Detailed resumes for key team members follows.

STEVEN T. MURRAY, R/W-AC

813-465-7046 | Steven.Murray@cushwake.com | Tampa, Florida | LinkedIn.com/in/steventmurray601

Professional Expertise:

Real property experience includes multifamily, office, retail, industrial, land, and self-storage facilities. Right of way appraisal experience across several states in the form of new roadway construction, state highway and local road widenings, interstate interchange expansion, roundabout installation, high-tension powerline relocation, pipeline development, and bridge maintenance projects.

Professional Work Experience:

Cushman & Wakefield | August 2022 – Present

Florida Infrastructure Practice Director | Valuation & Advisory Services | Tampa, Florida

Murphy Appraisal Services and Consulting | May 2015 – July 2022

Real Estate Appraiser | Commercial and Right of Way Divisions | Hammond, Louisiana

Arkansas State Highway Department | January 2015 – April 2015

Staff Appraiser | Right-of-Way Division | Little Rock, Arkansas

Mississippi Department of Transportation | May 2011 – November 2014

Staff Appraiser | Right-of-Way Division | Jackson, Mississippi

Memberships, Licenses, Professional Affiliations, and Education:

- Member – International Right of Way Association
- Chapter 26 Membership Committee Co-Chair – IRWA
- State-Certified General Real Estate Appraiser in the following states:
FL: RZ4342 | LA: G-4008 | MS: GA1413 | NC: A9105 | TN: #6349 | TX: TX-1381229-G
- B.B.A. Management of Construction & Land Development, Mississippi State University 2011

Specialized Appraisal Experience:

- Vacant land including silviculture tracts, farmland, and subdivisions
- National, regional, and neighborhood retail developments
- Professional and medical office complexes
- Industrial manufacturing and distribution warehouse facilities
- Special-use facilities including religious centers, daycares, and event centers
- Apartment, mobile home, townhome, and condominium multifamily properties
- Right of way projects across AR, FL, LA, MS, TN, and TX

Qualifications of BARRY A. DISKIN

EDUCATION

B.A. Economics, Georgia State University, 1971
M.B.A. Finance, Georgia State University, 1974
Ph.D. Land Economics & Real Estate, Georgia State University, 1982 Dissertation topic: "The Condominium Conversion Process: A Study of Market Characteristics, Physical Factors, and Locational Attributes Contributing to the Rate of Tenant Absorption"

PROFESSIONAL EXPERIENCE—Employment

September 1980-May 2015: College of Business, Florida State University Member of the Real Estate faculty (final rank: Professor)
August 1991–August 1993: College of Business, Florida State University Chairman of the Faculty
August 1984–1997: Real Estate Research Center, Florida State University Director
September 1985-Present: Principal in the firm, Diskin Property Research
December 2016-Present: Member of the teaching faculty of the Appraisal Institute

PROFESSIONAL HONORS AND ACTIVITIES

The Charles A. Rovetta Faculty Hall of Fame, College of Business, Florida State University–Inducted April 2022
Professor Emeritus in the College of Business, Florida State University (fall 2015-Present) The Ernst & Young Inclusive Excellence Award for Accounting and Business School Faculty 2009 Honors
Francis J. Nardoza Scholar, College of Business, Florida State University, 2007-2015 University Teaching Award, Florida State University, 2000
Teacher Incentive Award, Florida State University, 1994
Appraisal Journal (Journal of the Appraisal Institute), Academic Editorial Board Member
Real Estate Issues (Journal of the Counselors of Real Estate), Member of the Editorial Board
Journal of Financial Services, Member of Editorial Board, 1995–2007 *Journal of Real Estate Literature*, Member of the Editorial Board 1996–1998 Postdoctoral Award, Homer Hoyt Institute, 1985
First Place, National Dissertation Competition, American Real Estate and Urban Economics Association, 1982
Omicron Delta Epsilon (Honor Society in Economics) Beta Gamma
Sigma (Honor Society in Business)

AFFILIATIONS

American Real Estate and Urban Economics Association (1985-2015) American Real Estate Society (1990-2015)
Appraisal Institute (1991-present) Counselors of Real Estate (2008-2020)
Real Estate Counseling Group of America (2012-present) National Association of Realtors (2008-2020)

LICENSES AND CERTIFICATIONS

MAI—Designation of the Appraisal Institute
AI-GRS—Appraisal Institute General Review Specialist Florida Real Estate Broker's License
Florida State-Certified General Real Estate Appraiser—RZ270 Georgia Certified Real Estate Appraiser—002369
Pennsylvania Certified General Real Estate Appraiser—GA004351

DAVID W. BESHEARS

813.263.6151 | David.Beshears@cushwake.com

EXPERIENCE

David Beshears, MAI holds B.A. degrees in real estate and marketing from Florida State University, College of Business. He began his career with GA/Partners, a national consulting firm in Washington, D.C. and was involved in valuation assignments throughout the United States. In 1987, he joined Cushman & Wakefield Financial Services Group and was involved in the exclusive sale of over twenty properties. Since 1991, he has been active in commercial appraisal and consulting. He founded Beshears & Associates in 1994. In late 2019, David's entire Beshears & Associates team joined the Cushman & Wakefield Valuation & Advisory Group. He is a member of the Appraisal Institute, and member of Royal Institute of Chartered Surveyors. He is a Florida State-Certified General Appraiser in Florida, Georgia, Alabama, and Mississippi. His appraisal experience ranges from the valuation of individual properties to large, diverse national portfolios. Beshears & Associates has specialty practices in Gas Stations, Self-Storage, Hotels, Bank Branches, and Golf Courses/Marinas in addition to Apartments, Office, Industrial, Land and Retail in addition to large, diverse national portfolios.

EXPERT WITNESS EXPERIENCE

United State Bankruptcy Court – Middle District of Florida
Circuit Court of 5th Judicial Circuit of the State of Florida in and for Lake and Citrus Counties
Circuit Court of 6th Judicial Circuit of the State of Florida in and for Pasco and Pinellas Counties
Circuit Court of 12th Judicial Circuit of the State of Florida in and for Manatee County
Circuit Court of 13th Judicial Circuit of the State of Florida in and for Hillsborough County
Hillsborough County Value Adjustment Board
Charlotte County Value Adjustment Board
Pasco County Value Adjustment Board
Lake County Value Adjustment Board
Served as Special Magistrate Hillsborough County Value Adjustment Board 2002, 2003, 2004, 2005, and 2007

AFFILIATIONS

MAI, Member Appraisal Institute (10332)
Member Royal Chartered Surveyors (5604052)
Florida State Certified General Appraiser (RZ-1681)
Alabama State Certified General Appraiser (G007951)
Georgia State Certified General Appraiser (242713)
Mississippi State Certified General Appraiser (GA-1401)
Florida Real Estate Broker #0469693

EDUCATION & CERTIFICATIONS

Florida State University
Bachelor of Science, College of Business
Dual Majors in real estate and marketing

APPRAISAL INSTITUTE

The Appraisal Institute has a continuing education requirement for all of its member. David Beshears is current with continuing education for the Appraisal Institute and the State Certifications for Florida, Georgia, Alabama, & Mississippi.

■ **Jason E. Crump, R/W-AC** Senior Director

Valuation & Advisory
Infrastructure Practice Group
Cushman & Wakefield of Georgia, LLC

Professional Expertise

Mr. Crump serves as a Senior Director for Valuation & Advisory where his expertise supports the Infrastructure Practice Group. He has experience in managing and appraising large scale right-of-way projects for public and private entities. Assignments include the valuation of partial acquisitions for local, state, and federal transportation projects as well as projects for power transmission lines, pipelines, and other utility related projects. Additionally, he has experience in testifying in over a hundred eminent domain proceedings.

Prior to joining Cushman & Wakefield, Mr. Crump was in a similar role at JLL Valuation & Advisory Services and its predecessor, Integra Realty Resources – Houston. He joined IRR in 2007 as an appraiser and analyst supporting the right-of-way team.

Memberships, Licenses, Professional Affiliations and Education

- Right of Way Appraisal Certified, International Right of Way Association
- Certified General Real Estate Appraiser in the following states:
 - Arkansas - CG-4262
 - Florida - RZ4171
 - Kansas - G-3310
 - Louisiana - APR-04448-CGA
 - Maryland - 34224
 - Mississippi - GA-1336
 - Oklahoma - 13460CGA
 - Pennsylvania - GA004587
 - Tennessee - 5711
 - Texas - 1380229G
 - Virginia - 4001018309
- Bachelor of Business Administration, Finance - University of Houston

Keith J. Richard, MAI

Senior Director
Valuation & Advisory
Cushman & Wakefield of Texas, Inc.

Professional Expertise

Keith J. Richard, MAI is a Senior Director within the Valuation & Advisory group of Cushman & Wakefield of Texas, Inc. Mr. Richard has been involved in commercial real estate appraisal since 2006, with experience providing real estate appraisals, consultations, rent analyses, and market studies.

His primary geographical location are the states of Florida, Louisiana and Texas, but has valuation experience across Arkansas, Mississippi and Tennessee. Prior to joining Cushman & Wakefield in 2022, Mr. Richard was a Vice President with CBRE and was named a top producer every year of his tenure from 2017 through 2021. Prior to joining CBRE, Mr. Richard was a commercial appraiser at Cook, Moore & Associates in Baton Rouge, Louisiana.

Mr. Richard's experience has included all major property types (office, retail, industrial & multifamily) and a wide variety of specialized properties including raw land, commercial subdivisions, residential subdivisions, agricultural land, timber land, medical offices, specialized medical facilities (surgical, imaging, etc.), specialty hospitals, acute care hospitals, net-leased medical properties, heavy manufacturing facilities, cold storage facilities, food processing facilities, churches, schools, charter schools, automobile dealerships, restaurants, mobile home parks, hotels, parking garages, mixed-use, self-storage facilities, parking lots, health clubs, day care/learning centers and sand/dirt quarries. Client types represented include local, regional and national banks and credit unions, CMBS issuers and special servicers, pension funds, private lenders and government agencies.

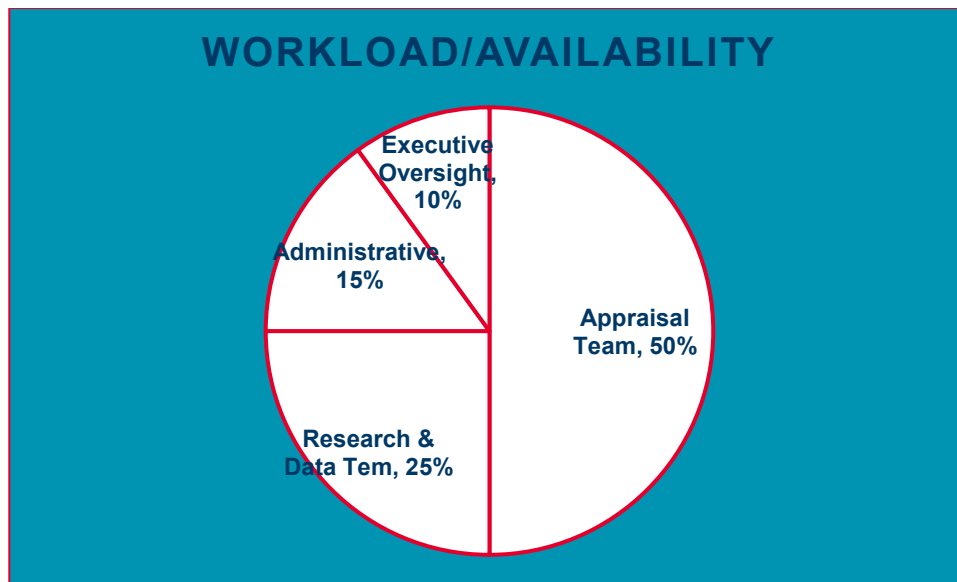
Mr. Richard has completed Right of Way appraisals for the State of Louisiana DOTD for projects such as the I-10 widening in Baton Rouge, LA, I-49 extension in Lafayette Parish, LA, LA 3241 in St. Tammany Parish, LA, and LA 88 in Iberia Parish, LA and for the State of Texas TxDOT for projects such as the US 380 project in McKinney, TX and FM 518 project in Pearland, TX. In addition, Mr. Richard has completed Right of Way appraisals for FEMA Hazard Mitigation Grant Programs, pipeline projects and railroad projects.

Memberships, Licenses, Professional Affiliations and Education

- Designated Member, Appraisal Institute. As of the current date, Keith J. Richard, MAI has completed the requirements of the continuing education program of the Appraisal Institute
- Certified General Real Estate Appraiser in the following states:
 - Louisiana – APR,03684-CGA
 - Texas – TX-1380736-G
 - Florida – RZ4453

Tab V – Workload

Our experienced team is ideal for this type of project. When assignments are awarded, our qualified appraisers are available to dedicate their time to projects of all sizes, ranging from single-parcel reports to complex multiparcel assignments. Our appraisal team's understanding of multiparcel right of way projects coupled with our knowledgeable research team, data management, administrative staff, and appraisal coordination teams, makes us capable of handling workloads of varying sizes from single parcel projects to projects in excess of 100 parcels. Our team's percentage of availability will be defined by the quantity of work. Example availability is split out with 50% of appraisal team availability, 25% or research and data team availability, 15% of administrative and coordination availability, and 10% of executive oversight.



Recent projects included:

- Lake County Round Lake Road project
- Lake County Ray Goodgame Parkway Phase 2 project
- TECO project in Downtown St. Petersburg
- Seminole Electric Co-Op in Pasco County

We are not aware of any previous work provided by the City or Mount Dora or otherwise that would be affect, positively or negatively, our ability to perform the services requested in this RFQ.

Tab VI – References

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references, excluding the City of Mount Dora, for which the firm has provided services described in this Qualification for five (5) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: FDOT - District 3
 Address: 1074 Highway 90, Chipley, FL 32428
 Point of Contact: Michael Broom, Deputy District Right of Way Manager
 Phone #: 850-330-1318 Email address: michael.broom@dot.state.fl.us
 Service(s) Provided: Appraisal of 31 parcels for Eminent Domain (Dr. Diskin prior to C&W)
 Dates of Service: 2019 - 2021

2. Name of Company: FPL
 Address: 700 Universe Boulevard, Juno Beach, FL 33408
 Point of Contact: Meier Wise, Corporate Real Estate Manager
 Phone #: 386-366-0332 Email address: meier.wise@fpl.com
 Service(s) Provided: 70 appraisals Suwanee County, 73 parcels Columbia County, 47 parcels Gadsden County, and 18 Leon County – Eminent Domain Project (Dr. Diskin prior to C&W)
 Dates of Service: 2019 - 2021

3. Name of Company: Florida Gas Transmission
 Address: 2301 Lucien Way, Suite 200, Maitland, FL 32751
 Point of Contact: Beth Porter, Right of Way Manager
 Phone #: 352-308-7504 Email address: Beth.Porter@energytransfer.com
 Service(s) Provided: 14 Appraisal Reports in Charlotte and Lee Counties for a gas pipeline relocation along SR 31 (Dr. Diskin prior to C&W)
 Dates of Service: 2022 - current

4. Name of Company: Lake County
 Address: 315 W. Main St., Suite 416, Tavares, FL 32778
 Point of Contact: Amy Munday
 Phone #: 352-343-9839 Email address: amy.munday@lakecountyfl.gov
 Service(s) Provided: Lake County Round Lake Road project and Lake County Ray Goodgame Parkway project.
 Dates of Service: 2024-Current

Tab VII – Statement of Litigation

We are not aware of any litigation or outstanding judgements and liens against the firm or personnel to be assigned to this project that may have been filed in the last 10 years.

PROPOSER CHECK LIST

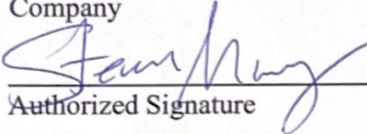
IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda has been signed and included.
- ☒ The Bid will be electronically delivered in time to be received no later than the specified due date of October 14, 2024 and time of 2:00 PM EST. Bid will not be considered otherwise. Electronic responses are the only accepted method of response delivery to the City.

Cushman & Wakefield

Company


Authorized Signature

Steven T. Murray, Director, Infrastructure Practice Group

Printed Name & Title

Steven.Murray@cushwake.com

Email

610 South Albany Avenue

Address

Tampa, FL 33606

City, State, Zip Code

813-465-7046

Telephone No.

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Office, if any actual or potential conflict of interest arises during the solicitation process.

Cushman & Wakefield
Company

Authorized Signature

Steven T. Murray, Director, Infrastructure Practice Group

Printed Name & Title

Steven.Murray@cushwake.com

Email

610 South Albany Avenue

Address

Tampa, FL 33606

City, State, Zip Code

813-465-7046

Telephone No.

n/a

Fax No.

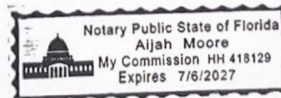
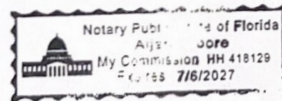
STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Steven Murray, as Director of Infrastructure Group who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced Florida DL as identification, and who did/did not take an oath this 17 day of October, 2024.

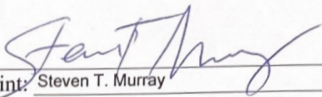
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NOTARY PUBLIC



FLORIDA STATUTES, SECTION 287.138
CERTIFICATION

I, Steven T. Murray (person) _____, as the _____ (title) _____ of
Cushman & Wakefield (entity) _____, do hereby certify that
Cushman & Wakefield (entity) _____: (i) is not owned by the government of a foreign country of
concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign
country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is
not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section
287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined
by Florida Statutes, Section 287.138.


Print: Steven T. Murray
Title: Director, Infrastructure Practice Group text here

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online
notarization of Steven Murray, who personally swore or affirmed that he/she is
authorized to execute this Oath and who is personally known to me or who produced
Florida ID as identification, and who did/did not take an oath this
14 day of October, 2024.

(stamp)


NOTARY PUBLIC, State of Florida



**AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES,
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida – at large, personally appeared,
Steven T. Murray, and having first made due oath or affirmation, states:

(Write Name Here)

1. My name is Steven T. Murray.
(Write Name Here)

2. I am the Director, Infrastructure Practice Group of Cushman & Wakefield.
(Insert Job Title) (Insert Company Name)

3. The Company was formed in USA, Delaware and is a Inc..
(Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this 14 day of October, 2024.

BY:

Steven T. Murray
Signature of Affiant

Steven T. Murray

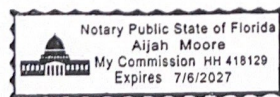
Printed Name

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Steven Murray, as Director, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced ID as identification, and who did/did not take an oath this day of October 14th, 2024.

(stamp)



Aijah Moore
NOTARY PUBLIC

RFQ# 24-CM-018 APPRAISAL SERVICES- LAND AND REAL PROPERTY

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: Appraisal Services - Land and Real Property Project Number: RFQ# 24-CM-018

Project Location: City of Mount Dora

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation RFQ# 24-CM-018.

Dated this day of October, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation RFQ# 24-CM-018.

Cushman & Wakefield

Name of Firm

Signature

Steven T. Murray

Printed Name

Director, Infrastructure Practice Group

Title

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Steven Murray, as Director, of Infrastructure Group who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced Florida ID as identification, and who did/did not take an oath this 14 day of October, 2024.

(stamp)

Ajiah Moore
NOTARY PUBLIC



RFQ# 24-CM-018 APPRAISAL SERVICES- LAND AND REAL PROPERTY

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES' LISTS PURSUANT TO
FLORIDA STATUTES, SECTION 187.135**

Respondent Vendor Name: Steven T. Murray

Name of Company: Cushman & Wakefield

FEIN: 16-1705226

Authorized Representative's Name and Title:
Steven T. Murray, Director, Infrastructure Practice Group

Address: 610 South Albany Avenue
Tampa, FL 33606

Phone Number: 813-465-7046 Email Address: Steven.Murray@cushwake.com

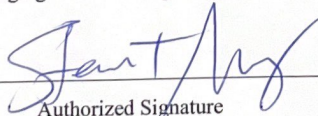
Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not participating in a boycott of Israel and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: 
Authorized Signature

Print Name: Steven T. Murray

Print Title: Director, Infrastructure Practice Group

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
50%	Lake Co Round Lake Road	\$ confidential
100%	TECO in Downtown St. Petersburg	\$ confidential
100%	Seminole Electric Co-Op in Pasco County	\$ confidential

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

currently candidates for upcoming litigious projects in the state of Florida, as well as those
for smaller projects for cities.

OTHER INFORMATION ABOUT PROJECTS:

We are an international firm with local appraisers throughout the county. We have a specialized
Infrastructure Practice Group with a dedicated research team to assist with initial setup and
research on projects. This collaborative environment is deal for both on-call and multi-parcel projects.

Have you, at any time, failed to complete a contract? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all litigation(s) that have been filed by or
against the division of your firm that will be responsible for the scope of work in this solicitation, in the last ten (10)
years:

CONTRACT VALUES:

List total value of contracts for work done on all completed and similar projects in the past five (5) years, whether
as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and
then summarized as a total dollar amount.**

Attach additional page if necessary.

\$ Million+ Total Value for work done on all PAST completed and similar projects.

REFERENCES:Bank(s) Maintaining Account(s): see OtherSurety/Underwriter: (if required) see Other

Other References: (Use additional sheets if necessary)

Cushman & Wakefield is a publicly traded company (NYSE: CWK)**TYPE OF FIRM:**

☒ Corporation/Years in Business: 11. If firm is a corporation, please list state in which it is incorporated: Delaware. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

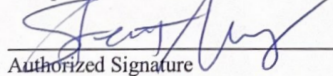
☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Cushman & Wakefield

Company



Authorized Signature

Steven T. Murray, Director, Infrastructure Practice Group

Printed Name & Title

Steven.Murray@cushwake.com

Email

610 South Albany Avenue

Address

Tampa, FL 33606

City, State, Zip Code

813-465-7046

Telephone No.

n/a

Fax No.

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFQ NO. 24-CM-018, "Appraisal Services - Land and Real Property"

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-CM-018**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 14 day of October, 2024 in the City of Tampa, in the State of Florida.

Cushman & Wakefield

Company



Authorized Signature

Steven T. Murray, Director, Infrastructure Practice Group

Printed Name & Title

Steven.Murray@cushwake.com

Email

610 South Albany Avenue

Address

Tampa, FL 33606

City, State, Zip Code

813-465-7046

Telephone No.

n/a

Fax No.

RFQ# 24-CM-018 APPRAISAL SERVICES- LAND AND REAL PROPERTY

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | INSURANCE TYPE | REQUIRED LIMITS |
|--|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the RFQ Number and **TITLE**

.

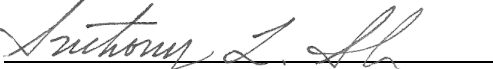
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PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Cushman & Wakefield

Company



Authorized Signature

Anthony Alderman, Executive Managing Director

Printed Name & Title

anthony.alderman@cushwake.com

Email

333 2nd Street NW

Address

Hickory, NC 28601

City, State, Zip Code

704-916-7151

Telephone No.

n/a

Fax No.

Marsh LLC

Insurance Agency

Signature of Proposer’s Agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon UK Limited 122 Leadenhall Street London EC3V 4AN United Kingdom	CONTACT NAME: Victoria Goldin PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Victoria.Goldin@aon.com														
INSURED Cushman & Wakefield, Inc. 225 West Wacker Drive, Suite 3000 Chicago, IL 60606	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: See Attached</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: See Attached		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: See Attached															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 1123676**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	E&O - MPL - Primary			PSDEF2300578 Claims-Made Policy; SIR applies per policy terms & conditions	12/31/2023	12/31/2024	Each Claim \$1,000,000 Aggregate \$1,000,000 SIR \$ 350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ# 24-CM-018 Appraisal Services- Land And Real Property.

As respects Errors and Omissions Liability policy PSDEF2300578, Aon Risk Services Central, Inc. is generating and distributing this certificate in an administrative capacity. Aon UK Limited is the broker for the defined policy.

CERTIFICATE HOLDER**CANCELLATION**

23-24 Cush & Wake E&O

1123676

City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon UK Limited

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon UK Limited		NAMED INSURED See Below
POLICY NUMBER See Below		
CARRIER See Below	NAIC CODE	EFFECTIVE DATE: 12/31/2023 to 12/31/2024

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Evidence of Professional Indemnity Insurance**PROFESSIONAL INDEMNITY COVERAGE – PRIMARY****NAMED INSURED:**

Cushman & Wakefield, Inc.
Cushman & Wakefield U.S., Inc.
C&W Facility Services dba C&W Services
Cushman & Wakefield Solutions, LLC
Cushman & Wakefield ULC

Policy No. PSDEF2300578

Liberty Mutual Insurance Co. – 15.88%

Great Lakes Insurance SE (Munich RE Group) – 30%

XL Insurance Company SE – 15.88%

Greenwich Insurance Co. – 19.48%

Allied World Assurance Co. Ltd. Australia Branch – 14%

Lloyd's of London Syndicate 1274 – 4.76%

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

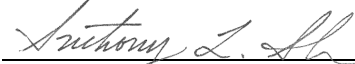
Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒
☐

YES
NO

Cushman & Wakefield

Company



Authorized Signature

Anthony Alderman, Executive Managing Director

Printed Name & Title

anthony.alderman@cushwake.com

Email

333 2nd Street NW

Address

Hickory, NC 28601

City, State, Zip Code

704-916-7151

Telephone No.

n/a

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of _____

County of _____

Steven T. Murray _____, being first duly sworn, deposes and says that:

I am the Director, Infrastructure Practice Group of Cushman & Wakefield, (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-CM-018.

I am fully informed respecting the preparation and contents of the Response to RFQ #24-CM-018, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-CM-018, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-CM-018 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Cushman & Wakefield
Company
Steven T. Murray
Authorized Signature
Steven T. Murray, Director, Infrastructure Practice Group
Printed Name & Title
Steven.Murray@cushwake.com
Email

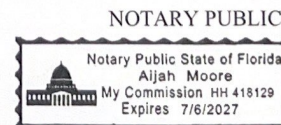
610 South Albany Avenue
Address
Tampa, FL 33606
City, State, Zip Code
813-465-7046
Telephone No.
n/a
Fax No.

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization of Steven Murray, as Director, of Infrastructure Group who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced Florida ID as identification, and who did/did not take an oath this 14 day of October, 2024.

Ajiah Moore
(stamp)

RFQ# 24-CM-018 APPRAISAL SERVICES- LAND AND REAL PROPERTY



ACKNOWLEDGEMENTS

RFQ #24-CM-018
"APPRAISAL SERVICES -LAND AND REAL PROPERTY"

To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

Cushman and Wakefield, Steven Murray (Proposer) guarantees
its Response to RFQ #24-CM-018 for a period not to exceed one hundred twenty (180) days from the
date its Response was submitted to the City of Mount Dora unless an extension is granted by the
Proposer.

The Contractor, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the
terms, conditions, and specifications contained in this RFQ Document.

Dated this _____ day of October, 2024
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____/
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: Steven T. Murray / Steven T. Murray
(Signature) (Print name)

Address: 610 South Albany Avenue
Tampa, FL 33606

Telephone: (813) 465-7046 Fax: (____) n/a

Taxpayer/Employer Identification Number (TIN/EIN): 16-1705226

RFQ# 24-CM-018 APPRAISAL SERVICES- LAND AND REAL PROPERTY

State of Incorporation: Rick Cenkus
Corporate President: _____
(Print Name)

Corporate Secretary: Erick Mazzoni

(Print Name)

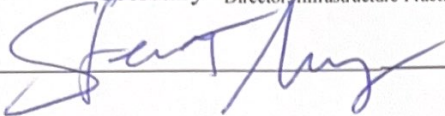
Corporate Treasurer: Diana Bacigalupo

(Print Name)

CORPORATE SEAL

Attest By: Steven T. Murray

~~Secretary~~ Director, Infrastructure Practice Group

Signature:  Date: 10/14/24

Remainder of Page Intentionally Left Blank



CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW RFQ #24-CM-018

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: Cushman & Wakefield

Authorized representative (printed): Steven T. Murray

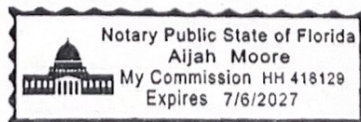
Authorized representative (signature): 

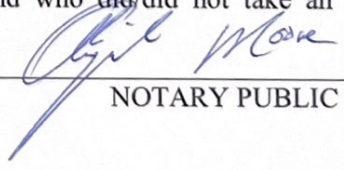
STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Steven Murray, as Director, of infrastructure group, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced Florida DL as identification, and who did/did not take an oath this 14 day of October, 2024.

(stamp)




NOTARY PUBLIC

RFQ# 24-CM-018 APPRAISAL SERVICES- LAND AND REAL PROPERTY

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references, excluding the City of Mount Dora, for which the firm has provided services described in this Qualification for five (5) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: FDOT - District 3
Address: 1074 Highway 90, Chipley, FL 32428
Point of Contact: Michael Broom, Deputy District Right of Way Manager
Phone #: 850-330-1318 Email address: michael.broom@dot.state.fl.us
Service(s) Provided: Appraisal of 31 parcels for Eminent Domain (Dr. Diskin prior to C&W)
Dates of Service: 2019 - 2021
2. Name of Company: FPL
Address: 700 Universe Boulevard, Juno Beach, FL 33408
Point of Contact: Meier Wise, Corporate Real Estate Manager
Phone #: 386-366-0332 Email address: meier.wise@fpl.com
Service(s) Provided: 70 appraisals Suwanee County, 73 parcels Columbia County, 47 parcels Gadsden County, and 18 Leon County – Eminent Domain Project (Dr. Diskin prior to C&W)
Dates of Service: 2019 - 2021
3. Name of Company: Florida Gas Transmission
Address: 2301 Lucien Way, Suite 200, Maitland, FL 32751
Point of Contact: Beth Porter, Right of Way Manager
Phone #: 352-308-7504 Email address: Beth.Porter@energytransfer.com
Service(s) Provided: 14 Appraisal Reports in Charlotte and Lee Counties for a gas pipeline relocation along SR 31 (Dr. Diskin prior to C&W)
Dates of Service: 2022 - current
4. Name of Company: Lake County
Address: 315 W. Main St., Suite 416, Tavares, FL 32778
Point of Contact: Amy Munday
Phone #: 352-343-9839 Email address: amy.munday@lakecountyfl.gov
Service(s) Provided: Lake County Round Lake Road project and Lake County Ray Goodgame Parkway project.
Dates of Service: 2024-Current

RFQ# 24-CM-018 APPRAISAL SERVICES- LAND AND REAL PROPERTY

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: Steven T. Murray [NAME] as the Director, Infrastructure Practice Group [TITLE] of Cushman & Wakefield [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 16-1705226.
2. I understand that a "public entity crime" as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

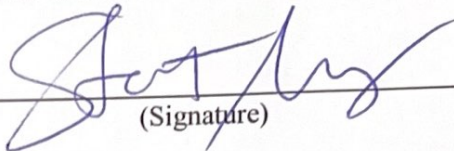
RFQ# 24-CM-018 APPRAISAL SERVICES- LAND AND REAL PROPERTY

partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

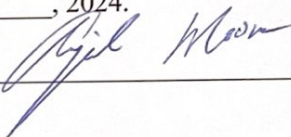
STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Steven Murray, as Director, of Florida DL, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced Florida DL as identification, and who did/did not take an oath this 14 day of October, 2024.

(stamp)




NOTARY PUBLIC

FIRM INFORMATION

Firm is a:

- (☒) Corporation
(☐) Partnership
(☐) Sole Proprietorship
(☐) Other _____ (Explain)

Federal Employer Identification Number: 16-1705226

Firm Name: Cushman & Wakefield Regional, Inc.

Mailing Address: 610 South Albany Avenue
Tampa, FL 33606

Telephone No.: 813-465-7046 Fax No.: _____

Email Address: Steven.Murray@cushwake.com Web Address: cushmanwakefield.com

If remittance address is different from the mailing address so indicate below.

Firm Name: Cushman & Wakefield

Remittance Address: PO Box 9296

New York, NY 10087-9296

Submitted by: _____

Name & Title Printed: Steven T. Murray, Director, Infrastructure Practice Group

RFQ #24-CM-018

SUB-CONSULTANT LISTING

Provide a name, and address of all sub-consultants that have the potential to work on this project.

Sub-Consultant:

Phone Number:

Ward Anthony Frisina, Consulting Forester

386-365-0845

Flatwoods Forestry

wfrisina@flatwoodsforestry.com

607 SW Markham St.

Lake City, FL 32024

Eric Rehenkamp, Land Use Planner

813-835-4022

Rahenkamp Design Group

2816 South MacDill Avenue

Tampa, FL 33629

Matthew Reimer, Cost Estimating

904-509-1345

8833 Perimeter Park Blvd., Suite 302

Jacksonville, FL 32216

**Request for Taxpayer
Identification Number and Certification**

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

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Cushman & Wakefield Regional, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1180 Peachtree Street, Suite 3100	Requester's name and address (optional)
6 City, state, and ZIP code Atlanta, GA 30309		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
or									
Employer identification number									
1	6		-	1	7	0	5	2	2
								6	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT C

**Cushman & Wakefield Regional, Inc.
Fee Schedule**

Steven T. Murray, R/W-AC
Cushman & Wakefield
Director, Infrastructure Practice
Valuation & Advisory



November 1, 2024

Whitney Donovan
Purchasing Coordinator
City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757

Re: Cushman & Wakefield On-Call Contract Fee Schedule

Dear Ms. Donovan,

In accordance with your request, the undersigned Cushman & Wakefield affiliated company ("C&W") is pleased to submit this proposal of hourly rates to you. ("the client") in the referenced matter.

ENGAGEMENT TEAM

Steven T. Murray, R/W-AC will lead the C&W team. For ease of communication, kindly direct all correspondence in this matter to:

Steven Murray
Cushman & Wakefield
610 South Albany Avenue
Tampa, Florida 33606
Direct: 813-465-7046
Steven.Murray@cushwake.com

FEES

C&W has standard procedures for the services it provides but recognizes the variety and complexity of individual case work. Accordingly, we customize our services and structure of the team for each engagement based on the defined scope of work and the experience, expertise, and skillsets of individual team members. Should there be changes in the scope or elements of work to be performed, C&W will discuss the need for, and possible effects of, such changes and develop new budgets for the client's approval prior to proceeding with the new work.

Hourly Rates

Hourly fees shall be billed in quarter-hour increments. Actual rates are contingent on who renders a specific service. Invoices will be submitted periodically, usually monthly. Such invoices shall provide a description of the services rendered by each C&W professional as well as the time expended in providing each service (rounded in increments to the nearest quarter of an hour).

C&W's hourly rates in this matter are \$400 per hour for the Principal Investigators, \$250 per hour for Associates, and \$175 per hour for Junior Associates.

C&W's fees are not contingent on predetermined results or predicted outcomes in this matter. We have no bias with respect to the parties or the property involved in the assessment process.

PAYMENT RESPONSIBILITY

The client accepts sole responsibility for payment of C&W's fees. Invoices are due and payable upon receipt.

COLLECTION

Any fees or expenses shall be due C&W as agreed herein for future projects. If it becomes necessary to place collection of the fees and expenses due C&W in the hands of a collection agent and/or an attorney (whether a legal action is filed, or not) the client agrees to pay all fees and expenses, including attorney's fees, incurred by C&W in connection with the collection or attempted collection thereof.

Sincerely,



Steven T. Murray, R/W-AC
Cushman & Wakefield
Director, Infrastructure Practice

Agreed:

Client: City of Mount Dora

Date: _____

Signature: _____

Title: _____

Email Address: _____

Phone: _____

EXHIBIT D
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Cushman and Wakefield, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Authorized Signature

Company

Printed Name

Title

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Steven Murray, as Director of Cushman & Wakefield who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced Florida ID as identification, and who did/did not take an oath this 15 day of October, 2024.

(stamp)



NOTARY PUBLIC

**PROFESSIONAL SERVICES CONTRACT
FOR APPRAISAL SERVICES OF LAND AND REAL PROPERTY**

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation, with its principal address at 510 N. Baker St., Mount Dora, Florida 32757 (the “CITY”); the **MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY** (the “CRA”), a public body corporate and politic, duly established and operating under the authority of Chapter 163, Part III, *Florida Statutes*; the **NORTHEAST COMMUNITY REDEVELOPMENT AGENCY** (the “NORTHEAST CRA”), a public body corporate and politic, duly established and operating under the authority of Chapter 163, Part III, *Florida Statutes*; and **EDWIN R. BARFIELD, LLC**, a Florida limited liability company, whose local address is 3165 McCrory Place, Suite 172, Orlando, Florida 32803 (the “FIRM”).

W I T N E S S E T H :

WHEREAS, the CITY, the CRA, and the NORTHEAST CRA (collectively hereinafter referred to as the “CITY”, unless expressly stated otherwise) have determined that there is a need for professional services related to appraisal services of land and real property; and

WHEREAS, on September 12, 2024, the CITY, the CRA, and the NORTHEAST CRA issued a joint Request for Qualification #24-CM-018 (the “RFQ”), attached hereto as **Exhibit “A”** and incorporated herein by reference, seeking qualified firms to provide the required appraisal services of land and real property; and

WHEREAS, the FIRM’s submitted response, attached hereto as **Exhibit “B”** and incorporated herein by reference, was evaluated and determined by the CITY to be one of the most advantageous, based on qualifications, experience, and ability to perform the required services; and

WHEREAS, on October 29, 2024, the CITY, including the CRA and the NORTHEAST CRA, selected the FIRM to perform the professional services hereunder, and the parties thereafter entered into competitive negotiations; and

WHEREAS, the CITY desires to engage the FIRM on a continuing basis to provide the necessary professional services as required, and the FIRM is willing to provide such services under the terms and conditions set forth herein; and

WHEREAS, as part of contract negotiations subsequent to the award, the FIRM provided a November 6, 2024 alternative rate proposal based on a lump sum fee quote that is dependent upon the appraisal scope of services, attached hereto as **Exhibit “C,”** which was also included in the FIRM’s response, **Exhibit B** at page 16; and

WHEREAS, the CITY finds the rate proposal based on a lump sum fee acceptable; and

WHEREAS, the FIRM agrees that this Contract shall not guarantee any specific project or amount of work to the FIRM, but rather will provide a mechanism for the CITY, the CRA, and/or the NORTHEAST CRA to obtain professional services as needed during the term of the contract; and

WHEREAS, the CITY, the CRA, and/or the NORTHEAST CRA may issue specific task authorizations or task orders pursuant to this Contract, which shall define the scope of work and schedule for each individual project (“Task Authorization”); and

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

SECTION 1. RECITALS

- 1.1 The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TASK AUTHORIZATIONS; SCOPE OF SERVICES

- 2.1 The CITY, the CRA, and/or the NORTHEAST CRA shall, from time to time at its sole discretion, authorize the FIRM in writing to provide professional services, as defined in the RFQ, by means of a Task Authorization under the terms of this Contract. The services shall be for the types of projects or similar disciplines set forth in the RFQ, and as more particularly described in the Task Authorization. The FIRM shall perform any and all services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of its profession and the RFQ.
- 2.2 The CITY and the FIRM shall utilize a standard CITY Task Authorization form, which may be amended from time to time, for any and all professional services, which will set forth the following, as applicable:
- 2.2.1 Scope of Services
 - 2.2.2 Deliverables (e.g. specifications, etc.)
 - 2.2.3 Time and schedule of performance
 - 2.2.4 FIRM’s Task Authorization Quote
 - 2.2.5 Project personnel, including the FIRM’s Key Employees and any subcontractors assigned to the Task Authorization
 - 2.2.6 Any additional federal, state, or local requirements.
- 2.3 The FIRM shall commence the performance of professional services within three (3) business days of the execution of the applicable Task Authorization, unless otherwise specified in the Task Authorization. Any services rendered by the FIRM prior to the execution of a Task Authorization shall be at the FIRM’s sole risk. Time is of the essence with respect to this Contract and any Task Authorization issued thereof.
- 2.4 The FIRM shall submit to the CITY all final deliverables within the contract time as noted in the Task Authorization and associated FIRM Proposal.
- 2.5 The CITY reserves the right, in its sole discretion, to suspend the methods of equitable distribution of projects, if any, for any FIRM that has not performed to the CITY’s expectations. If the CITY, in its sole discretion, is dissatisfied with current or past work of the FIRM’s, the CITY may select another qualified firm.

- 2.6 Each Task Authorization shall be deemed to incorporate the terms and conditions of this Contract by reference. If any of the terms or conditions of this Contract conflict with the Task Authorization, the provisions of the Task Authorization shall apply.

SECTION 3. TERM/TERMINATION/SUSPENSION

- 3.1 *Term.* This Contract shall have an initial term of three (3) years commencing on the date the last party executes this Contract. Thereafter, this Contract, by mutual agreement and funding availability, shall automatically renew for two (2) consecutive one-year (1) renewal periods unless a party provides written notice of non-renewal to the other party at least one hundred twenty (120) days prior to the renewal date (“Agreement Anniversary Date”). A Task Authorization shall specify the agreed-upon timeframe within which the FIRM shall provide the specified services. Any Task Authorization executed prior to the natural expiration of this Contract that extends beyond the expiration date shall remain subject to the terms and conditions herein as if this Contract were still in effect.
- 3.2 *Termination For Convenience.* The CITY reserves the right to terminate this Contract at any time, for convenience, upon thirty (30) days’ written notice to the FIRM. Upon receipt of such termination notice, the FIRM shall immediately cease work on all Task Authorizations issued under this Contract. If the CITY terminates the Contract for reasons not attributable to the FIRM, the CITY shall compensate the FIRM for work completed to the CITY’s satisfaction, up to the date of the termination notice. Such compensation shall be limited to the FIRM’s reasonable, documented costs incurred during the performance of the Contract. The CITY shall not be obligated to pay any profit for services that have not been rendered.
- 3.3 *Fund Availability.* The services to be performed under this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the FIRM for any work which may fall within the Scope of Services contemplated herein. If funds are not appropriated for the continuance of a Task Authorization to completion, cancellation will be accepted by the FIRM upon thirty (30) days’ written notice from the CITY. Upon receipt of such notice, the FIRM shall immediately cease work on all Task Authorizations issued under this Contract. This clause includes any statutory amendments made by general law which prohibit or limit the use of CRA and NORTHEAST CRA funds for projects.
- 3.4 *Termination For Cause.*
- 3.4.1 This Contract may be terminated by the CITY immediately for cause if the FIRM is found to have failed to perform in a manner satisfactory to the CITY. In the event of the termination of this Contract, any liability of one party to the other arising out of any services rendered, or any act or event occurring prior to the termination, shall not be terminated or released.
- 3.4.2 If the FIRM abandons this Contract or the CITY terminates the Contract for cause, the FIRM shall indemnify the CITY for any losses incurred as a result of such termination. This indemnification obligation is in addition to, and shall not limit,

the general indemnification provisions set forth in this Contract. In the event the CITY terminates this Contract for cause, and a court of competent jurisdiction subsequently determines that such termination was without cause, the termination shall be deemed a termination for convenience pursuant to the terms of this Contract.

- 3.4.3 In addition to any other termination provisions that may be provided in this Contract, the CITY may terminate this Contract, in whole or in part, if the FIRM makes a willfully false project quote or substantially fails to perform any obligation under this Contract and does not remedy the failure within thirty (30) calendar days after receiving written notice from the CITY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the FIRM shall have such time as is reasonably necessary to remedy the failure, provided the FIRM promptly takes and diligently pursues such actions as are necessary therefor. The FIRM may terminate this Contract if the CITY substantially fails to perform any obligation under this Contract, and does not remedy the failure within thirty (30) calendar days after receipt by the CITY of written notice from the FIRM to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.
- 3.5 *Assignment Upon Termination.* In the event of termination of this Contract or associated Task Authorization by the CITY prior to the FIRM's satisfactory completion of all the services specified herein, the FIRM shall promptly furnish to the CITY, at no additional cost or expense, one copy of all work product which may have been produced up to and including the date of termination. Such work product includes, but is not limited to, data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, CD-ROM files, memoranda, and any and all other documents, instruments, information, and materials, in whole or in part, generated or prepared by the FIRM, or by any subcontractor of the FIRM, in rendering the services described herein. These materials, collectively referred to as the "Documents," shall become the sole property of the CITY. The CITY shall possess all rights associated with the Documents, regardless of their nature or relationship. The FIRM shall also require its subcontractor, if any, to agree in writing to be bound by the provisions of this subsection.
- 3.6 *Suspension of Performance.* The CITY reserves the right to suspend the FIRM's services under any Task Authorization. If the CITY suspends performance for reasons not attributable to the FIRM, the CITY shall compensate the FIRM for its reasonable and demonstrable costs incurred during the suspension period.
- 3.7 *Non-Exclusive Contract.* The City Manager and/or the authorized representative of the CRA and/or the NORTHEAST CRA may issue requests for proposals for this professional discipline at any time and may utilize the services of any other firm(s) retained by the CITY

under similar contracts. Nothing in this Contract shall be construed to give the FIRM a right to perform services for a specific project.

SECTION 4. **ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES**

- 4.1 *Change Order Defined.* A “Change Order” shall mean a written document executed by the CITY and the FIRM authorizing and directing a modification to a duly executed Task Authorization’s scope of services, price, time, or any combination thereof. A Task Authorization shall only be modified by an executed Change Order or the issuance of a new Task Authorization.
- 4.2 *Effect of Executed Change Order.* A duly executed Change Order shall constitute conclusive evidence of the parties’ mutual agreement to the specified changes to the Task Authorization. By executing the Change Order, the FIRM waives and forever releases any claim against the CITY for additional time or compensation related to or arising from the services included within or affected by the executed Change Order. The FIRM acknowledges and agrees that no claim for delay damages shall be asserted against the CITY, and hereby waives any right to pursue such claim.

SECTION 5. **CITY’S RESPONSIBILITIES**

- 5.1 The CITY shall assist the FIRM by providing the FIRM with available information that is pertinent to the Task Authorization, as may be requested in writing by the FIRM, and allow reasonable access to pertinent information relating to the services to be performed by the FIRM.
- 5.2 The CITY shall furnish to the FIRM, at the FIRM’s written request, all available maps, plans, existing studies, reports, and other data in the CITY’s possession that are pertinent to the services to be provided by the FIRM.
- 5.3 The CITY shall provide the FIRM access to CITY property as required for the FIRM to perform services under this Contract or any Task Authorization.

SECTION 6. **FIRM’S RESPONSIBILITIES**

- 6.1 Any and all drawings, studies, plans, specifications, or other contract documents prepared by the FIRM shall be accurate, coordinated, and adequate for the required services and shall comply with all applicable City of Mount Dora Codes, and local, state, and federal laws, rules, and regulations. The FIRM acknowledges and agrees that said applicable federal laws, rules, and regulations were included in the RFQ and are expressly incorporated into the terms and conditions of this Contract.
- 6.2 The FIRM agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, the City of Mount Dora, and Lake County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the FIRM pursuant to this Contract and any Task Authorization.

- 6.3 The FIRM shall perform any and all project services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of its profession; that it is adequately financed to meet any financial obligations it may be required to incur hereunder; and that the designs, plans, drawings, specifications or other work product of the FIRM shall not call for the use of nor infringe on any patent, trademark, service mark, copyright or proprietary interest claimed or held by any person or business entity absent prior written consent from CITY.
- 6.4 The FIRM shall exercise the same degree of care, skill, and diligence in the performance of the services for each Task Authorization as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities or services required under this Contract. If at any time during the term of this Contract, the City determines, in its sole discretion, that the deliverables provided by the FIRM are incorrect, defective, or fail to conform to the scope of services of the applicable Task Authorization, whether by error or omission, the FIRM shall, upon written notification from the CITY, immediately correct the work and/or, re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect, defective, or nonconforming services, including but not limited to any additional testing and inspections. The CITY's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Contract or any Task Authorization, in equity or otherwise.
- 6.5 The FIRM shall comply with all laws, ordinances, and governmental rules, regulations, and order, now or at any time during the term of the Contract, which are applicable to, or which affect, the work performed under this Contract or any Task Authorization, or any procedures of the FIRM for such work.
- 6.6 The FIRM's obligations under this Contract section shall survive termination of this Contract or any Task Authorization.

SECTION 7. KEY EMPLOYEES

- 7.1 The FIRM agrees that, when services provided relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel.
- 7.2 If applicable, each Task Authorization shall identify Key Employees assigned for the specific project, including, but not limited to, a designated point of contact, and, as applicable, Principal-In-Charge, Project Manager(s), and/or Project Engineer(s).

SECTION 8. SUBCONTRACTORS

- 8.1 In the event the FIRM requires the services of any subcontractor or other professional associates in connection with services covered by any Task Authorization, the FIRM must secure the prior written approval of the City Manager or the authorized representative of the CRA or the NORTHEAST CRA, as applicable. No reimbursement shall be made to the FIRM for any subcontractor that have not been previously approved by the CITY for use by the FIRM.

- 8.2 The FIRM shall coordinate the services and work product of any subcontractors and remain fully responsible under the terms of this Contract and any Task Authorizations. The FIRM shall be and remain responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, as applicable, and other services furnished by any subcontractor.
- 8.3 Any subcontractor shall be bound by the terms and conditions of this Contract and any Task Authorizations. The FIRM shall require all subcontractors, as a condition of employment, to execute an agreement for professional subcontractor services that i) incorporates the elements of this Contract and any Task Authorizations; ii) affords to the FIRM rights against the subcontractor which correspond to those rights afforded to the CITY against the FIRM herein, including, but not limited to, those rights of termination as set forth herein; and iii) requires the subcontractor to assume performance of the FIRM's duties commensurately with FIRM's duties to the CITY under this Contract and any Task Authorizations, it being understood that nothing herein shall in any way relieve the FIRM from any of its duties under this Contract and any Task Authorization.
- 8.4 Each approved subcontractor performing work hereunder shall submit to the CITY a completed Human Trafficking Affidavit prior to commencing any work or services pursuant to this Contract.

SECTION 9. INDEPENDENT CONTRACTOR

- 9.1 The FIRM is an independent contractor under this Contract and any Task Authorization. Services provided by the FIRM shall be by employees of the FIRM and subject to supervision by the FIRM, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this Contract or any Task Authorizations shall be those of the FIRM. The FIRM shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the FIRM'S activities and responsibilities under this Contract and any Task Authorization.

SECTION 10. COMPENSATION

- 10.1 *Fee Schedule.* The CITY shall compensate the FIRM based on services rendered through a lump sum fee quote that is dependent on the particular scope of services/appraiser assignment requested by the City, and dependent upon identification of the valuation analysis that will be necessary to provide a thorough and well-supported appraisal report. Under USAP (Uniform Standards of Professional Appraisal Practice), the FIRM is to first determine the appropriate scope of services before identifying the fee to ensure that the CITY receives an appraisal report that is going to satisfy the CITY's needs. Attached hereto as **Exhibit "C"** is the explanation for the lump sum fee quote which modifies the language in the RFQ at Section 4. D. in **Exhibit "A."** (See Section 31.2 hereto regarding conflicts). While the FIRM's hourly rate for appraisal services is \$200.00, each appraisal assignment issued through a Task Authorization shall be bid by the FIRM as a lump sum fee that is dependent upon the appraisal scope of services which are identified as being applicable.

- 10.2 *Task Authorization Quote.* Per each issued Task Authorization, the FIRM shall deliver to the CITY a lump sum fee quote, which is in full narrative form unless directed otherwise by the CITY. The FIRM's written lump sum fee quote shall include projected costs consistent with Section 10.1 and Exhibit "C," and the project completion time. The FIRM shall complete appraisal reports based upon the issued Task Authorization.
- 10.3 *No Incidental Fee/Cost Reimbursement.* The FIRM shall not be entitled to reimbursement from the CITY for any incidental fees the FIRM may incur to provide the required services under this Contract or any Task Authorization. The CITY shall make the sole determination of what qualifies as an incidental fee or cost. The CITY shall not remit a retainer or similar fee to the FIRM for incidental fees or costs. It is understood that travel time to inspect a subject property and comparable sale/rental properties is inherent in a lump sum fee quote and is not considered incidental fees or costs.
- 10.4 *Fee Adjustments.* Fees, such as the firm's hourly rate, may be adjusted annually after September 30, 2026, with any adjustments becoming effective on October 1st of the applicable year, upon prior written notice provided by the FIRM and the CITY's written acceptance. If the FIRM chooses to do so, the FIRM may submit an annual request for a fee adjustment, no later than May 31st of each calendar year beginning in the year 2026, to the CITY's Purchasing Coordinator. Any and all decisions regarding a fee adjustment request shall be solely within the CITY's discretion. If the FIRM fails to submit a fee adjustment request before or on May 31st of an eligible year, the FIRM forfeits the opportunity to request a fee adjustment for such year. The CITY will not consider fee adjustment requests submitted after the deadline.
- 10.5 *Invoices.* The CITY shall pay the FIRM for invoices received after the appraisal report has been submitted to the CITY.
- 10.6 *Billing Address.* All invoices shall be submitted to the appropriate agency: City of Mount Dora, Mount Dora Community Redevelopment Agency, or the Northeast Community Redevelopment Agency; Attn: Accounts Payable, 510 N. Baker St., Mount Dora, FL 32757.
- 10.7 *Payment.* The CITY shall pay the FIRM in accordance with the Local Government Prompt Payment Act (§ 218.70 *et seq.*, *Florida Statutes*).
- 10.8 *Disputed Invoices.* The CITY's objection to the payment amount shall be accompanied by the CITY's remittance of any undisputed portion of the payment. If the objection is resolved in favor of the FIRM, then the CITY shall pay the FIRM the amount so determined, minus any compensation amount previously paid to the FIRM with respect to the objection. If it is determined that the CITY has overpaid the FIRM, then the FIRM shall, within thirty (30) calendar days, refund to the CITY the overpayment amount.
- 10.9 *Final Payment.* The acceptance by the FIRM, its successors, or assigns, of any final payment due upon the termination of this Contract or any Task Authorization, shall constitute a full and complete release of the CITY from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that the FIRM, its successors, or assigns, have or may have against the CITY

under the provisions of this Contract, unless otherwise previously and properly filed pursuant to the provisions of this Contract or in a court of competent jurisdiction. However, the CITY's acceptance of the FIRM's final invoice and any payment made in connection therewith shall not constitute a waiver of any rights or causes of action the CITY may have arising out of the FIRM's performance of services under this Contract. The CITY expressly reserves the right to pursue any claims or remedies available under this Contract or applicable law, notwithstanding the acceptance of the final invoice or payment. Final payment by the CITY shall be based on receipt and approval by the CITY of the final reports.

SECTION 11. **NOTICES**

- 11.1 The parties hereto agree that all notices required and/or made pursuant to this Contract shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

CITY:

City of Mount Dora
Attn: City Manager
510 N. Baker St.
Mount Dora, FL 32757

FIRM:

Edwin R. Barfield, LLC.
Attn: Edwin R. Barfield
3165 McCrory Place,
Suite 172,
Orlando, FL 32803

CRA:

Mount Dora CRA
Attn: CRA Chairman
510 N. Baker St.
Mount Dora, FL 32757

NORTHEAST CRA:

Northeast CRA
Attn: Northeast CRA Chairman
510 N. Baker St.
Mount Dora, FL 32757

Copy to: Patrick Brackins, Esq.
Shepard, Smith, Hand, & Brackins, P.A.
2300 Maitland Center Pkwy., STE 100
Maitland, FL 32751

- 11.2 For communications pertaining to the day-to-day project conduct, representatives for applicable parties shall be identified in Task Authorization. A party may change its address or representative of record by written notice to the other parties.

SECTION 12. **RECORDS/AUDITS**

- 12.1 Throughout the term of this Contract, the FIRM shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Contract and any Task Authorization issued thereunder (the "Records"). Such Records shall be available at all reasonable times for examination and audit by the CITY, or any authorized CITY representative, upon reasonable notice and shall be maintained for the longer of i) five (5) years following final payment; ii) five (5) years

following termination of any Task Authorization; or iii) the conclusion of all audits and litigation (including all appeals) related to this Contract, any Task Authorizations, or any project which was the subject of a Task Authorization pursuant to this Contract.

- 12.2 The CITY or its authorized agent shall have the right to inspect the FIRM's files, subject to the CITY's reasonable prior notice thereof, to determine the status of any and all work of projects assigned pursuant to a Task Authorization or as provided under this Contract.
- 12.3 Incomplete or incorrect entries in any Records shall be grounds for disallowance by or reimbursement to the CITY of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the CITY.
- 12.4 The FIRM's refusal to comply with the provisions of this section shall be grounds for termination for cause of this Contract or any Task Authorization by the CITY.

SECTION 13. PUBLIC RECORDS

- 13.1 Pursuant to § 119.0701, *Florida Statutes*, the FIRM agrees to:

- 13.1.1 Keep and maintain public records in the FIRM's possession or control in connection with the FIRM's performance of services under this Contract.
- 13.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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 allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- 13.1.3 Ensure that any 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 Contract term, and following completion of this Contract until the records are transferred to the CITY.
- 13.1.4 Upon the termination or natural expiration of this Contract, either transfer, at no cost to the CITY, all public records in the FIRM's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 13.1.5 All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems.
- 13.1.6 **IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N. BAKER STREET, MOUNT DORA, FLORIDA 32757.**

- 13.2 Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the CITY.
- 13.3 Any compensation due to the FIRM shall be withheld until all applicable records are received as provided herein. The FIRM's refusal to comply with the provisions of this section shall be grounds for immediate termination for cause of this Contract or any Task Authorization by the CITY.

SECTION 14. OWNERSHIP OF DOCUMENTS/DELIVERABLES

- 14.1 All finished or unfinished documents, including, but not limited to, appraisal reports, studies, plans, drawings, surveys, maps, ideas, concepts, designs, sketches, models, photographs, specifications, digital files, and all other data or tangible work product prepared for the CITY or furnished by the FIRM or any its subcontractors pursuant to this Contract and any Task Authorization (hereinafter "Work Product") shall become sole property of the CITY upon creation or delivery, regardless of whether the project for which they were created is completed. All Work Product, including appraisal reports shall be provided to the CITY in electronic format, unless hard copy format is requested in writing. The FIRM shall deliver all Work Product to the CITY upon each project completion, unless provided otherwise by the CITY, in its sole discretion. If the CITY terminates this Contract or any Task Authorization, the FIRM shall deliver all Work Product to the CITY within five (5) calendar days of receiving written notice requesting delivery. In no event shall the FIRM use or permit the use of any Work Product without the CITY's prior written authorization.
- 14.2 As applicable, all final plans and documents prepared by the FIRM shall bear the endorsement and seal of a person duly registered professional, as appropriate, in the State of Florida and date approved and/or sealed.
- 14.3 All subcontracts entered into by the FIRM for the preparation of reports, studies, plans, drawings, specifications, digital files, or other data pursuant to any Task Authorization shall contain provisions requiring that all such documents and rights obtained by virtue of such subcontracts shall become the property of the CITY.
- 14.4 The CITY acknowledges that the Work Product described herein is not intended for use in connection with any project or purpose other than the project and purpose for which the materials are prepared. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials were prepared, without the prior written consent of the FIRM, shall be at the CITY's sole risk, and the FIRM shall have no responsibility or liability related thereto.

SECTION 15. INDEMNITY

- 15.1 The FIRM shall at all times hereafter indemnify and hold harmless, the CITY, the CRA, and/or the NORTHEAST CRA, and their officials and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent

caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM, and/or its employees, agents, contractors or any other person utilized by the FIRM in the performance of this Contract.

- 15.2 Nothing herein shall be interpreted to constitute a waiver of sovereign immunity of the CITY, the CRA, and/or the NORTHEAST CRA, as set forth in § 768.28, *Florida Statutes*. The CITY, the CRA, and/or the NORTHEAST CRA'S liability hereunder, whether arising under statute, common law, tort or contract, shall be limited to Two Hundred Thousand Dollars (\$200,000.00) for any single claim and Three Hundred Thousand Dollars (\$300,000.00) for aggregate claims. The provisions and obligations of this section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Contract.

SECTION 16. INSURANCE

- 16.1 The FIRM and its subcontractors of all tiers shall, at their sole cost and expense, procure and maintain throughout the term of this Contract and any Task Authorization insurance coverages with limits not less than those set forth in the RFQ, with insurers and under forms of policies satisfactory to the CITY. It shall be the responsibility of the FIRM to maintain the required insurance coverage and to ensure that subcontractors maintain required insurance coverages at all times. The FIRM's failure to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the CITY's approval of insurance coverage to be maintained by the FIRM and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the FIRM and its subcontractors under a contract. The FIRM acknowledges and agrees the insurance coverages procured by FIRM pursuant to this Contract shall be considered primary insurance over and above any other insurance or self-insurance available to the CITY, and that, notwithstanding any conflicting provision in the FIRM's policies to the contrary, any other insurance or self-insurance available to the CITY shall be considered secondary to, or in excess of, the insurance coverages procured by FIRM as required herein. Failure of the FIRM or its subcontractor to maintain insurance as specified herein or to otherwise comply with the provisions of this section shall be grounds for termination of this Contract.
- 16.2 Prior to commencing any services and/or work under this Contract, and as a condition precedent to the commencement of any services and/or work by the FIRM and any subcontractors, the FIRM and subcontractors shall furnish the CITY with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the CITY prior to cancellation, termination, or material change of any policy. In addition, the FIRM shall immediately provide written notice to the CITY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.
- 16.3 The CITY, the CRA, and the NORTHEAST CRA shall be listed as an Additional Insured by specific endorsement to the FIRM's policy. The CITY shall be named as the Certificate

Holder and shall read as required by the CITY. The CITY reserves the right to change the insurance requirements depending upon the scope of work in a Task Authorization. Proof of insurance with the Additional Insured endorsement shall be provided to the CITY prior to commencing any work under any Task Authorization. Only the entity issuing the Task Authorization – the CITY, the CRA, or the NORTHEAST CRA – must be listed as an additional insured.

SECTION 17. NO CONTINGENT FEE; CONFLICT OF INTEREST

- 17.1 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 Contract 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 the award or making of this Contract. For a breach or violation of this section, the CITY shall have the right to terminate this Contract or any Task Authorization without liability and, at the CITY's discretion, deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.
- 17.2 The FIRM expressly represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with its performance of services as contemplated herein. The FIRM further represents that no person having any such interest shall be employed to perform the services.

SECTION 18. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- 18.1 In accordance with § 448.095, *Florida Statutes*, the CITY requires all contractors and subcontractors doing business with the CITY to register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The FIRM hereby affirms that it is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees and shall continue to do so throughout the term of this Contract. Upon request, the FIRM shall provide evidence of such registration and compliance. The FIRM agrees to obtain from all subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, in accordance with § 448.095, *Florida Statutes*, as may be amended. The FIRM shall retain a copy of such affidavits for the duration of this Contract and provide copies to the CITY upon request. The FIRM acknowledges that failure to comply with this Section, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

SECTION 19. TRUTH-IN-NEGOTIATION

- 19.1 Execution of this Contract by the FIRM shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract, or any Task Authorization, are accurate, complete, and current at the time of contracting. The FIRM acknowledges and agrees that any project or Task Authorization price, and any additions thereto, shall be adjusted to exclude any significant sums by which

the CITY determines that the price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of each Task Authorization.

SECTION 20. **NON-COLLUSION**

- 20.1 Execution of this Contract by the FIRM shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more Firms over other Firms. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with CITY may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the Firm list(s), and/or debarment or suspension from doing business with the CITY.

SECTION 21. **DRUG-FREE WORKPLACE**

- 21.1 The FIRM hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. The FIRM agrees to maintain a drug-free workplace throughout the term of this Contract and will provide evidence of such compliance upon request by the CITY.

SECTION 22. **SCRUTINIZED COMPANIES**

- 22.1 In accordance with § 287.135, *Florida Statutes*, the FIRM certifies that neither the FIRM, nor any subsidiary, parent company, or affiliate of the FIRM is engaged in a boycott of Israel, nor is on the Scrutinized Companies that Boycott Israel List. In the event this Contract ever exceeds one million dollars, the FIRM hereby preemptively certifies that neither the FIRM, nor any subsidiary, parent company, or affiliate of the FIRM is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, nor, to the extent not preempted by Federal law, has been engaging in business operations in Cuba or Syria. In the event this Contract ever exceeds one million dollars, the FIRM hereby preemptively certifies that neither the FIRM, nor any subsidiary, parent company, or affiliate of the FIRM is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or, to the extent not preempted by Federal law, is engaged in business operations in Cuba or Syria. In the event the FIRM, or any of its subsidiaries, parent companies, or affiliates, engages in a boycott of Israel, is placed on any of the above-described Scrutinized Companies Lists, or, to the extent not preempted by Federal law, engages in business operations in Cuba or Syria during the term of this Contract, then the FIRM shall immediately notify the CITY. The FIRM acknowledges that failure to comply with this Section, including any false certification, may subject the FIRM to civil penalties, termination of this Contract without regard for the notice provisions herein contained, and any other remedies available under the law.

SECTION 23. **PUBLIC ENTITY CRIME**

- 23.1 In accordance with § 287.133, *Florida Statutes*, no person or affiliate, as defined in therein, shall be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work under this Contract, if such a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. The FIRM hereby affirms that neither the FIRM nor any of the FIRM's affiliates or subcontractors are on the convicted vendor list. The FIRM shall notify the CITY immediately if the FIRM, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Contract. The FIRM acknowledges that failure to comply with this section may result in termination of this Contract and other penalties as provided by law.

SECTION 24. **HUMAN TRAFFICKING AFFIDAVIT**

- 24.1 The FIRM hereby represents, warrants, and certifies that the FIRM does not use coercion for labor or services as defined in § 787.06, *Florida Statutes*, and that the FIRM has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit "D"**, and incorporated herein by reference.

SECTION 25. **NON-DISCRIMINATION; FEDERAL WAGES**

- 25.1 The FIRM, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that i) in the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and ii) the FIRM shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this section, the CITY shall have the right to terminate this Contract and any Task Authorizations for cause.
- 25.2 If any project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, the FIRM shall be required to comply with the same.

SECTION 26. **DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL**

- 26.1 In the event of any dispute, claim, or controversy arising out of or relating to this Contract or a Task Authorization, the parties agree to first attempt to resolve the matter through good faith negotiations. Any party may initiate the negotiation process by providing written notice to the other party, outlining the nature of the dispute. The parties shall use their best efforts to resolve the dispute within thirty (30) days of such notice. If these efforts are unsuccessful, the matter shall be submitted to a court of appropriate jurisdiction within Lake County, Florida. Said parties hereby consent to the jurisdiction of such court and **EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL.**

SECTION 27. **GOVERNING LAW; SEVERABILITY**

27.1 Notwithstanding any conflict of laws, this Contract and any Task Authorization issued pursuant to this Contract shall be construed in accordance with and governed by the laws of the State of Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract, which shall remain in full force and effect. To that extent, this Contract is deemed severable.

SECTION 28. **ASSIGNMENT**

28.1 This Contract and any Task Authorizations shall not be assigned, transferred, conveyed, or otherwise encumbered without the prior written consent of the CITY.

SECTION 29. **AMENDMENTS**

29.1 No modification, amendment, or alteration to the terms or conditions of this Contract, or any Task Authorization, shall be effective unless contained in a written document executed by the parties.

SECTION 30. **FORCE MAJEURE**

30.1 No party herein shall be liable for any failure or delay in the performance of its obligations under this Contract if such failure or delay is caused by or results from events beyond the reasonable control of the affected party, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of nature, or any other cause beyond the reasonable control of the parties (each a “Force Majeure Event”). The party affected by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of such event and shall use commercially reasonable efforts to resume performance as soon as possible.

SECTION 31. **EXHIBITS; CONFLICTS**

31.1 Each Exhibit referred to in this Contract forms an essential part of this Contract. Exhibits, if not physically attached, shall be treated as part of this Contract, and are incorporated by reference.

31.2 In the event of any conflict between the terms and conditions of this Contract, any Task Authorization issued pursuant to this Contract, and any Exhibits attached hereto, the following order of precedence shall apply: i) the terms and conditions of this Contract shall prevail first; and ii) the terms and conditions of the applicable Task Authorization shall prevail second. Any conflicting terms and conditions in Exhibits or other documents shall be subordinate to the terms of this Contract and the Task Authorization, unless mutually agreed to in writing by the applicable parties.

SECTION 32. **PROMOTION**

32.1 The FIRM shall acquire no right under this Contract to use, and shall not use, the names of the CITY, the CRA, or the NORTHEAST CRA for any promotional, marketing, or

publicity purposes without the express written permission of the CITY, the CRA, and/or the NORTHEAST CRA, as applicable. This shall not preclude naming the CITY, CRA, and/or NORTHEAST CRA as a professional reference.

SECTION 33. **SURVIVAL**

- 33.1 Any terms or conditions of this Contract, or any Task Authorization issued thereto, that require acts beyond the date of the term of either agreement shall survive the expiration of such agreement and shall remain in full force and effect unless and until the terms or conditions are completed.

SECTION 34. **ENTIRE AGREEMENT**

- 34.1 This Contract, including the Exhibits hereto, constitutes the entire Contract between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Contract for Professional Services, effective this __ day of _____, 2025.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins, City Attorney

**MOUNT DORA COMMUNITY
REDEVELOPMENT AGENCY**

James Homich, Chairperson

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins, City Attorney

**NORTHEAST COMMUNITY
REDEVELOPMENT AGENCY**

James Homich, Chairperson

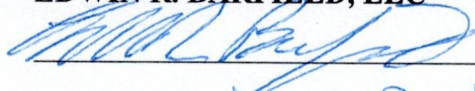
ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins, City Attorney

EDWIN R. BARFIELD, LLC



Print: Edwin R. Barfield

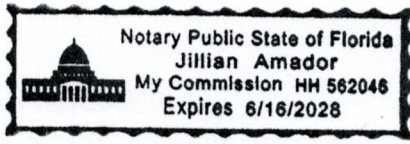
Title: Managing Members

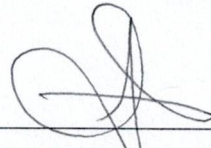
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged and sworn before me by means of ☒ physical presence, or ☐ online notarization of Edwin R. Barfield, as managing member of Edwin R. Barfield/LLC, who personally swore or affirmed that he/she is authorized to execute this Contract and thereby bind the FIRM, and who is personally known to me or who produced FL License as identification, and who did/did not take an oath this 27th day of March, 2025.

(stamp)





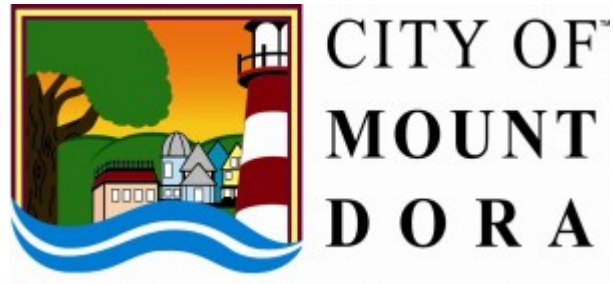
NOTARY PUBLIC

EXHIBIT A

City of Mount Dora RFQ #24-CM-018

Request for Qualification

NUMBER
RFQ# 24-CM-018



City of Mount Dora

APPRAISAL SERVICES – LAND AND REAL PROPERTY

Whitney Donovan
Purchasing Coordinator

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Sealed Qualifications to provide **APPRAISAL SERVICES – LAND AND REAL PROPERTY** under **RFQ#24-CM-018**. Qualifications will be electronically received until **2:00 p.m., October 14, 2024** by the Purchasing Department.

RFQ# 24-CM-018
“APPRAISAL SERVICES – LAND AND REAL PROPERTY”

A pre-proposal conference is not applicable for this solicitation.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Mount Dora’s website: www.demandstar.com, www.mountdora.gov and also posted in the Lobby of City Hall. All meetings related to this RFQ will be held in person unless otherwise noted.

Remainder of Page Left Intentionally Blank

NOTE: Electronic responses will be the only method allowed for Proposers to respond to this solicitation. **Electronic responses are to be provided via DemandStar only.** All submittals must be compatible with Microsoft Office 2007 or later. PDF files are acceptable. Bidding will be done through a secure locked box. Proposers can only view/submit their Bid and will not have access to any other Proposer's submittals. The Proposer's Bid may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Proposers who are bidding for the first time are strongly encouraged to contact DemandStar by e-mailing questions to DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays or internet outages caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. The Proposer is responsible for verifying they have received all Bid Addenda.

CAUTION: Proposers should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora Finance Department (herein after, "City") has issued this Request for Qualifications (hereinafter, "**RFQ**"), as a joint solicitation on behalf of the City, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide **PROFESSIONAL CONSULTANT SERVICES** in accordance with the specifications stated and/or attached herein/hereto. The City anticipates award to up to three Consultants. The successful proposers will hereinafter be referred to interchangeably as the "Consultant, Firm, or Respondent".

As is more fully explained in Section "6L" of this **RFQ**, an award, if made, will be made to the best overall proposer(s) whose submittal is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFQ**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of 12.26 square miles with a population of approximately 17,843. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Comprehensive Annual Financial Report for fiscal year **2022-2023** and in the City's Annual

Budget for fiscal year **2023-2024**. Copies of these documents may be viewed on www.mountdora.gov. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFQ** to Whitney Donovan, Purchasing Coordinator, and submit such questions in writing to: donovanw@mountdora.gov. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from donovanw@mountdora.gov. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.mountdora.gov) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2021-107 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the **RFQ**. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline, and has provided the information required to be submitted with the Qualification. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and/or desired elements of this **RFQ** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Submittal Conference

☒ A pre-proposal conference is not applicable for this solicitation.

A ☐ non-mandatory ☐ mandatory pre-proposal conference will be held on _____, commencing promptly at _____, and will be held in the Council Chambers, 510 North Baker Street, Mount Dora, Florida 32757.

If this pre-bid conference is denoted as “mandatory”, prospective proposers must be present in order to submit a bid response.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFQ process.

Event	Date
Advertise RFQ	September 12, 2024
Last Date for Receipt of Written Questions	September 26, 2024 4:00 PM
Addendum Issued (If Applicable)	October 1, 2024
RFQ Opening (via Zoom)	October 14, 2024 2:00 PM
Evaluation Committee to Shortlist	October 21, 2024 1:00 PM
Shortlisted Firm Presentations/Interviews (if requested)	October 29, 2024 1:00 PM- 4:00 PM
Evaluation Committee to Recommend	October 29, 2024 4:15 PM
Notice of Recommendation	October 29, 2024
City Council Approval (anticipated)	November 19, 2024

All Evaluation Committee meetings and any applicable Presentations will be held in the City Council Boardroom located at City of Mount Dora City Hall, 510 N Baker Street, Mount Dora FL 32757 unless noted otherwise.

2) GENERAL DESCRIPTION - SPECIFICATIONS OR SCOPE OF WORK

Purpose

The City of Mount Dora, Florida (“City”) is seeking submittals from licensed, experienced and well-qualified firms or individuals for the as-needed provision, via City issued Task Authorization, for the listed professional services in accordance with the Scope of Services described in this **RFQ**. Services requested under this **RFQ** shall be provided, as requested, to the City, the Community Redevelopment Agency, and the Northeast Community Redevelopment Agency. The City anticipates awarding to multiple firms/individuals under this RFQ.

When applicable, proposer(s) and applicable personnel must be experienced and well-versed in all related applicable Local, State, and Federal regulations. If applicable, successful proposers shall be required to assist the City with any associated grant reimbursement activities.

A) Services to Be Provided

The Scope of Services comprises a description of the City’s anticipated needs for the stated Professional Services for which this RFQ has been issued. **Please note that Real Estate Broker Services are NOT included under this RFQ.**

Qualified firms wishing to submit to this RFQ are responsible for providing all professional services described, whether directly or through sub-consultants. The City reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified sub-consultants. Use of any sub-consultant(s) will require prior written approval by the City.

It is the City's belief that the services are adequately described herein. Therefore, any contract that may result from this RFP shall be inclusive of the entire effort required to provide the services described. Specifically, no additional fees shall be allowed for any additional services arising for any reasons whatsoever accepting those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated task authorization and associated master agreement(s).

B) Services

The scope of services that the City requires under this RFQ are based upon the City's current needs and anticipated future requirements. Requested services will be on an as needed basis. Each proposal will be considered on its own merits, relative to the City's requirements as stated within this RFQ.

The appraisal services described are necessary to insure the completion of various City project(s). These services may be performed either in-house or through sub-consultants. All projects, at a minimum, will include deliverables in paper and acceptable electronic formats.

Specific electronic formats shall include, but are not limited to, the following:

- Textual: Microsoft Suite of Office Products (Word, Excel, Access, etc.)
- Drafting: Adobe PDF (scaled for 11x17 paper) and AutoCAD (DWG & DWF)
- GIS: ESRI ArcGIS
- Other: formats shall be as agreed to in individual Specific Authorizations
- Specific details regarding the future use of submitted electronic drawings will be negotiated as part of individual Task Authorizations.

The selected Consultant(s) will be expected to gather sufficient information to enable a proposal/quote for each project as assigned via a task authorization. Each specific task authorization proposal/quote will be determined by the successful firm's assigned staff member(s) and hourly rate as stated in the Fee Schedule on file with the City at that time.

All Appraisers must follow the rules and regulations pursuant to Florida Statute 475, Part II and the Florida Real Estate Appraisal Board, Chapter 21VV, Florida Administrative Code. All appraisals must comply with the Uniform Standards of Professional Appraisal Practice.

All property inspections shall be performed via in-person inspections. Remote inspections are prohibited.

Appraisers must be able to arrive at market value on the following:

1. Large tracts of land (metes and bounds)
2. Lots located within subdivisions

3. Partial acquisitions for right-of-ways for roads, drainage, etc.
4. Easements (temporary, permanent, drainage, utility, conservation, and construction)
5. Waterfront
6. Wetland/Marshlands
7. Environmentally Sensitive Land - such lands contain native, relatively unaltered flora or fauna representing a natural area unique to, or scarce within, a region of Florida of larger geographic area. Such lands contain habitat critical to or providing significant protection for an endangered or threatened species of plant or animal. Such lands contain an unusual, outstanding or unique geologic feature.

The term shall also include undeveloped tracts of xeric scrub and coastal/tropical hammocks five acres or larger and an undeveloped area of land which has essentially retained its primeval character and influence without alteration. This includes areas that are regionally endangered and provide critical habitat for protected species.

8. Environmentally Significant Lands shall include lands with natural features that warrant conservation and protection in the public interest. The term includes native plant communities, which are not necessarily endangered but are pristine and representative of the community type; altered ecosystems with reasonable potential for restoration to correct environmental damage that has occurred; and land with significant archaeological resources.
9. Commercial improved/unimproved
10. Residential improved/unimproved
11. Leasehold property
12. Agriculture
13. Mobile homes
14. Multi-family property
15. Court Testimony for condemnation proceedings
16. Historic properties, both commercial and residential
17. Commercial Office Space

All appraisals will be ordered on an as-needed basis for property acquisitions throughout the City of Mount Dora. Each issued task authorization will be scope specific and include a specific scope. The Consultant quote, per task authorization will be delivered in a full narrative form, unless otherwise directed. Written quotes will be provided by a letter agreement and will include cost, based on current City approved Fee Schedule/Rate Sheet on file with the City and the completion time. Appraiser will make every attempt to ensure the best possible response time to each task authorization as assigned. Appraiser will complete appraisal reports based on letter agreement. Final payment will be based on receipt and City approval of the final review reports.

3) CITY'S RIGHT TO INSPECT

The City or its authorized Agent shall have the right to inspect the Consultant's files to determine status of work on this project.

4) TERMS AND CONDITIONS OF CONTRACT

A contract/agreement resulting from this RFQ shall be subject to the terms and conditions set forth in a City Contract and any terms and conditions included in this RFQ. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, agreements or other documents provided by the Contractor(s) with their submittal.

A) INITIAL CONTRACT PERIOD

Initial Agreement Term: The initial agreement term, beginning with the Agreement Anniversary Date, will be for a period of three (3) years.

B) RENEWAL PERIODS

Agreement Renewal Periods: Additionally, by mutual agreement and funding availability, the contract may be renewed for two (2) automatic one (1) year renewal periods unless either party provides a written notice of non-renewal at no less than 120 days prior to renewal date (Agreement anniversary date).

C) MINIMUM QUALIFICATIONS

To be considered, the Respondent must meet the minimum qualifications as listed below:

- Certification:

The qualifying firm or individual must be properly licensed in the State of Florida.

- General Experience

At least ten (10) years of professional experience in performing the residential and commercial services described above.

- Local Government Experience

At least five (5) years of recent experience in performing services described above to one (1) or more local government agencies.

D) COMPENSATION

In general, the City's preferred method of compensation is for services rendered on an hourly basis, consistent with actual hours worked and the fee schedule then in effect. A "Fee Schedule" will be made a part of the contract and all applicable fees, payments, reimbursements, and costs paid to the successful proposer(s) will be based on the contract fee schedule. The Fee Schedule will include the hourly rate for each member of the successful firm, including the position and/or title.

All fees contained on an initial Fee Schedule, will remain in effect from the Agreement Anniversary Date through September 30, 2026. Fees may be adjusted annually thereafter, to be effective October 1, 2026, with prior notice and acceptance by the City.

Requests for fee adjustments must be submitted to the City's Purchasing Coordinator no later than May 31st of each calendar year beginning in the year 2026. Initial fee adjustment requests must be submitted no later than May 31, 2026 and annually on this month and day thereafter.

Fee adjustments will not be allowed for requests submitted for City consideration **after** May 31st of each eligible year.

No out of scope services will be provided by the successful Consultant(s) in the absence of prior, written authorization in the form of a supplemental agreement or amended task authorization and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligations for any services provided which do not conform to this requirement.

The City will not compensate the successful proposer, or any person in the firm, for time spent traveling to or from City meetings or to any project site location(s).

The City will not pay a retainer or similar fee.

Reimbursement of Out-of-Pocket Expenses:

If allowed by the contract, actual out-of-pocket expenses, such as word processing, photocopying, postage and the like will be reimbursed in accordance with the stated and agreed upon fee schedule.

Per Diem Travel Expenses:

The City does not anticipate this need. If it becomes necessary, the City's Project Manager must provide advance written approval of any travel on behalf of the City. For approved travel, City will reimburse out-of-pocket expenses such as per diem and subsistence allowance for necessary travel expenses pursuant to the City's existing travel policy governing travel.

Other Incidental Expenses:

The City will not compensate or reimburse the successful proposer(s) for any incidental expenses such as, but not limited to, permit fees or any time or costs associated with maintenance of licenses, certifications, etc.

The City will make the sole determination of an incidental expense.

5) GENERAL TERMS AND CONDITIONS

A) Licenses

The Consultant is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the discipline and/or

project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the bid/proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Consultant, with an office within the City is also required to have a business tax receipt.

If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

B) Principals/Collusion

By submission of a Qualification, the undersigned, as Respondent, does declare that the only person or persons interested in the Qualification as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Qualification or in the contract to be entered into; that this Qualification is made without connection with any other person, company or parties submitting a Qualification, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Consultant shall be legally considered an independent consultant, and that neither the Consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Consultant on thirty (30) days prior written notice.

F) Termination

Should the Consultant be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Consultant will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Indemnity

The successful Consultant(s) shall indemnify and hold the City harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between the City and said successful Consultant.

I) Assignment

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

J) Lobbying/Cone of Silence

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Qualification announcement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this RFQ, with the exception of the Finance Director or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

K) Single Submittal/Qualification

Each Respondent must submit, with their submittal, all forms included in this RFQ. Only **one** submittal from a legal entity as a primary will be considered. A legal entity that submits as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

L) Protest Procedures

Any appeal or protest to the Request for Qualification shall be governed by the City of Mount Dora's Purchasing Policy.

M) Public Entity Crime

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 or reply on a contract to provide any goods or services to a public entity; may not submit a bid/proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids/proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, consultant, sub-contractor, or sub-consultant under a

contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

N) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

O) Responsible Vendor Determination

Prospective Vendor is hereby notified that Florida Statutes, Section 287.05701, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Vendor.

P) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time
- b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, RFQ, and/or quotes
- c. Immediate termination of any contract held by the individual and/or firm for cause

Q) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

R) Scrutinized Company List

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIAProhibitedList.pdf?ver=2019-01-29-130702-420

S) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Task Authorization or Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable 510 North Baker Street, Mount Dora, FL 32757.

Progress payments may be requested on a monthly basis. The successful proposer will be paid periodically, but not more often than monthly upon presentation of a valid invoice or statement. The invoice or statement must clearly indicate the person generating the charge, the hourly rate for that person, the actual work performed, actual number of hours worked, the project or fund to be charged (as provided by City staff), and the appropriate purchase order number.

The City’s normal payment procedures (net 30 days) will be observed. No early payments will be approved.

Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

6) INSTRUCTIONS FOR BID/PROPOSAL

A) Compliance with the RFQ

Proposals must be in strict compliance with this **RFQ**. Failure to comply with all provisions of the **RFQ** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFQ**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer’s insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer’s bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA (American Institute of Architects) Document 310.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted to the Purchasing Coordinator within 7 days of receipt of the city's executed work/task order by Proposers receiving award, and written for 100% of the work/task order total estimate, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Consultant is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Consultant shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Qualification/Response

All bids/proposals are to be delivered before 2:00 PM, local time, on or before October 14, 2024 via electronic submission at www.demandstar.com only.

The City shall not bear the responsibility for proposals submitted past the stated date and/or time indicated.

E) Evaluation of Qualification/Response (Procedure)

The City's procedure for selecting is as follows:

1. An Evaluation Committee of at least three (3), but always an odd number, will be selected to review all responsive Proposals submitted in accordance with Statutes.
2. Subsequent to the closing of Proposals, the Purchasing Coordinator shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published **RFQ**.
3. All evaluation committee members shall review the Request for Qualifications (**RFQ**) issued.
4. The committee members shall review each **RFQ** individually and score each submittal based only on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, if not included in the solicitation document, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Qualification to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Coordinator to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFQ** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Qualification submittal by the City or a submission of a submittal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification submittal does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ**, Proposer shall immediately notify the Purchasing Coordinator, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Coordinator will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFQ** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ** prior to submitting a submittal or it shall be waived.

G) Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Qualification in response to this **RFQ**, nor for the presentation of its Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Qualification, to reject any or all Qualifications, to re-solicit for Qualifications, if desired, and upon recommendation and justification by the City to accept the Qualification which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Qualification which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Qualification of any other proposer or to re-advertise using similar or revised documentation, at its sole discretion.

I) Requests for Clarification of Qualifications

Requests by the Purchasing Coordinator to a proposer(s) for clarification of Qualification(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Qualification.

J) Validity of Qualifications

No Qualification can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Qualifications.

All Qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

1. The Qualification shall be deemed an offer to provide services to the City. In submitting a Qualification, the Proposer declares that he/she understands and agrees to abide by all

specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the Agreement.

2. To facilitate the fair evaluation and comparison of Qualifications, all Qualifications must conform to the guidelines set forth in this RFQ. Any portions of the Qualification that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Qualification. However, any Qualification that contains such variances may be considered non-responsive.
3. Qualifications should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFQ.
4. Qualification submittals should be tabbed as noted below.
5. The items listed below shall be submitted with each Qualification and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Qualification.

Title Page:

**REQUEST FOR QUALIFICATION
RFQ 24-CM-018
"APPRAISAL SERVICES – LAND AND REAL PROPERTY"**

Table of Contents:

Tab I – Statement of Interest and Introduction:

The responding firm (lead firm if sub-consultants are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. If sub-consultants are proposed, each sub-consultant must provide a similar letter, not exceeding one (1) page.

Tab II – Company History:

Provide a brief history of the firm, including number of years in business and organizational structure. Please state if the proposer maintains a physical office located within the Central Florida region of the State. Identify, if this location will provide the majority of the services or work to be performed.

Tab III – Approach to the Engagement:

Provide in detail your firms approach and methodology as it relates to overall provision of requested professional Appraisal Services.

1. The statement of approach should begin with an introductory and overview section that describes the firm's understanding of the services required.
2. The body of the statement of approach should describe the firm's method of addressing the requirements to requested services. Describe your understanding of the scope of services and the City's needs, your approach to providing the described services, any specialized skills available, and any special considerations or possible difficulties in providing the described services.

3. Provide a statement as to your ability and desire to stay within City budget requirements and what methods will be used to assure that a specified budget is not exceeded.
4. A statement of the firm's capacity to perform work within a required schedule. This should take a narrative form which describes and represents a commitment by the responding firms to allocate the necessary resources to the City and provide all requested services in a timely manner.
5. Any addition(s), exception(s), or clarification(s) the proposer may deem pertinent to this proposal.

Tab IV – Qualifications/Experience of Firm and Key Personnel:

1. A description, not exceeding two (2) pages, of the firm's proposed project team. This description should provide the names, titles, firm names (if sub-consultants are involved), and clearly identify the proposed team role for each person.
2. Provide a current organizational chart of the firm and identify each principal of the firm and any other key personnel who will be professionally associated with the engagement.
3. For each person (not exceeding two (2) pages each), a brief description of qualifications which will include at minimum, the professional qualifications for each person assigned to the City, and a summary of experience on engagements similar to that described by this RFQ, and summary of experience on engagements similar to that described by this RFQ. This summary of experience will describe the services provided and the dates of such experience. Include key personnel's experience with local governments and other public entities. Also, identify the role the aforesaid individuals will assume with the City and if the individuals are based out of the Central Florida region.

Tab V – Workload:

1. Provide a listing of recent, current and projected workloads of the firm and of specific team members to be assigned work with the City. The Proposer will include a graph or other informational diagram / format indicating the allocated and available staff hours for our projects. Please explain on a percentage basis the average amount of time the proposers staff has available for the City of Mount Dora projects monthly. Identify other governmental agencies currently being represented in the State of Florida.
2. Provide a listing of the volume of work previously awarded to the firm by the City. The information will be considered by the City with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principal of selection of the most highly qualified firms.
3. Identify (not to exceed one (1) page) any existing relationships that might affect either positively or negatively, your ability to perform the services requested.

Tab VI – References: (See Required Form to be placed under this Tab)

Submission of a minimum of four (4) public governmental agency references who engaged the firm for similar studies in nature and related processes or activities. The services provided to these clients should have characteristics as similar as possible to those requested in this **RFQ**.

Information provided for each client shall include the following:

1. Client name; client contact name with email address and current telephone number
2. Description of services provided.
3. Time period of the contract.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Proposal. The City reserves the right to contact any and all references. A uniform sample of references will be checked for each Proposer.

Tab VII – Statement of Litigation:

Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last ten (10) years. All litigation should include the case number, the name of the case and the location the case has been filed in. Electing to not respond to this section or stating that all litigation is sealed may result in a proposal being deemed as “non-responsive” to this RFQ.

L) Qualification Evaluation Committee and Evaluation Factors

All Qualifications will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this **RFQ**, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualifications received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Qualifications shall include all of the information solicited in this **RFQ**, and any additional data that the offeror deems pertinent to the understanding and evaluating of the Qualification. Proposers will provide their best analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Qualifications evaluated by an evaluation committee and scored for non-price factors to include technical response, qualifications and experience.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide Consultants with an opportunity to answer any questions the City may have on a proposer’s submittal.

Proposers submitting the required criteria will have their Proposal(s) evaluated by Evaluation Committee Members and scored to include the following criteria:

Submissions will be evaluated on a total score basis, with a maximum assignable score of five

hundred (500) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Criteria	Max Criteria Points Assigned	Assigned Weight	Maximum Score Possible
Statement of Interest/Introduction (Tab I); Firm History (Tab II); Approach to Engagement (Tab III)	30	5	150
Qualifications/Experience of Firm & Project Team (Tab IV)	30	5	150
Current Workload (Tab V)	30	5	150
References (Tab VI)	5	5	25
Statement of Litigation (Tabs VII)	5	5	25
Totals	100	5	500

Formal Oral Presentation/Interview Scoring (if requested):

If requested by the Evaluation Committee, a second Evaluation Committee will be scheduled, advertised, and coordinated with the shortlisted vendors by the City's Purchasing Coordinator. This meeting will provide each of the shortlisted vendor 15 minutes to present information, with focus on the items listed below in the "Weighted Evaluation Criteria for Final Ranking", and followed by a 30 minute random question and answer period. The Consultant presentation is to be supported by a hard copy hand-out without reliance on a computer power point show unless otherwise directed in writing. Each of the shortlisted consultants may have no more than three (3) people participating in this meeting.

The City reserves the right to ask participating firms any questions deemed relevant by the Evaluation Committee Members. The initial focus, however, will be on the following question:

1. Quality of the Interview: a) Interview was clear and concise; b) Questions were appropriately answered by Consultant.

If Presentations/Interview sessions are requested for shortlisted firms the following scoring process will apply:

A maximum of four (4) points can be assigned to each firms' session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring.

After shortlisted Consultants have completed Presentation/Q&A sessions, the Evaluation Committee members will complete the Presentation/Q&A scoring forms with Purchasing totaling the forms. Scoring for this phase will NOT be combined with the previous phase. The score of each Evaluation Committee member will be tallied individually for each Consultant. Each Evaluation Committee members score will then be converted to a ranking number for each consultant with 1 being the highest ranked, 2 the second, and do on. A final ranking of the shortlisted consultants will be announced based on final ranking.

If held, the Presentation/Interview final scoring will determine the final ranking of shortlisted firms.

Drug-Free Workplace:

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Mount Dora, these services should be identified and included in the request response.

Tie Breaker:

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.
- Timeliness of delivery.

Remainder of Page Intentionally Left Blank

7) REQUIRED FORMS - ALL FORMS MUST BE SUBMITTED WITH YOUR PROPOSAL.
Failure to return all required forms will result in the removal of the submittal from further consideration for award.

1. Proposers Checklist
2. Conflict of Interest Affidavit
3. F.S.S Section 287.138 Certification
4. Affidavit of Compliance with Florida Statutes, Section 288.0071
5. Grant Funding Compliance Form
6. Vendor Certification Regarding Scrutinized Companies' List
7. Proposers Qualification Form
8. Declaration Statement
9. Insurance Requirements
10. Drug Free Workplace Certification
11. Non-Collusion Affidavit of Prime Qualifier
12. Acknowledgements
13. Compliance with Public Records Law
14. References Form
15. Public Entity Crimes Statement
16. Firm Information
17. Sub-Consultant Listing
18. Completed W9
19. Signed Addenda (if applicable)

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ All applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ Any addenda has been signed and included.
- ☐ The Bid will be electronically delivered in time to be received no later than the specified due date of October 14, 2024 and time of 2:00 PM EST. Bid will not be considered otherwise. Electronic responses are the only accepted method of response delivery to the City.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Office, if any actual or potential conflict of interest arises during the solicitation process.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

**FLORIDA STATUTES, SECTION 287.138
CERTIFICATION**

I, _____ (person) _____, as the _____ (title) _____ of
_____ (entity) _____, do hereby certify that
_____ (entity) _____ : (i) is not owned by the government of a foreign country of
concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign
country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is
not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section
287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined
by Florida Statutes, Section 287.138.

Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization of _____, who personally swore or affirmed that he/she is
authorized to execute this Oath and who is personally known to me or who produced
_____ as identification, and who did/did not take an oath this
_____ day of _____, 2024.

(stamp)

NOTARY PUBLIC, State of Florida

**AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES,
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida – at large, personally appeared,
_____, and having first made due oath or affirmation, states:

(Write Name Here)

1. My name is _____.
(Write Name Here)

2. I am the _____ of _____.
(Insert Job Title) (Insert Company Name)

3. The Company was formed in _____ and is a _____.
(Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this _____ day of _____, 202__.

BY: _____
Signature of Affiant

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this day of _____, 2024.

(stamp)

NOTARY PUBLIC

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: _____ Project Number: _____

Project Location: _____

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation_____.

Dated this ____ day of _____, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation _____.

Name of Firm

Signature

Printed Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES' LISTS PURSUANT TO
FLORIDA STATUTES, SECTION 187.135**

Respondent Vendor Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title:

Address: _____

Phone Number: _____ Email Address: _____

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not participating in a boycott of Israel and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature

Print Name: _____

Print Title: _____

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		\$ _____
		\$ _____
		\$ _____

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a contract? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all litigation(s) that have been filed by or against the division of your firm that will be responsible for the scope of work in this solicitation, in the last ten (10) years:

CONTRACT VALUES:

List total value of contracts for work done on all completed and similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

Attach additional page if necessary.

\$ _____ **Total Value for work done on all PAST completed and similar projects.**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFQ NO. 24-CM-018, “Appraisal Services - Land and Real Property”

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-CM-018**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____,
20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | INSURANCE TYPE | REQUIRED LIMITS |
|--|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS
(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

- ☒ 11. The Certificate must state the RFQ Number and **TITLE**

.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐ YES
☐ NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-CM-018.

I am fully informed respecting the preparation and contents of the Response to RFQ #24-CM-018, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-CM-018, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-CM-018 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

ACKNOWLEDGEMENTS

RFQ #24-CM-018
“APPRAISAL SERVICES –LAND AND REAL PROPERTY”

To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

_____(Proposer) guarantees its Response to RFQ #24-CM-018 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this _____ day of _____, _____
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank



CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW RFQ #24-CM-018

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references, excluding the City of Mount Dora, for which the firm has provided services described in this Qualification for five (5) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
4. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: _____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is _____.
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

FIRM INFORMATION

Firm is a:

- () Corporation
() Partnership
() Sole Proprietorship
() Other _____ (Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

RFQ #24-CM-018

SUB-CONSULTANT LISTING

Provide a name, and address of all sub-consultants that have the potential to work on this project.

Sub-Consultant:

Phone Number:

[illegible]

**Request for Taxpayer
Identification Number and Certification**

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

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

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

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. 4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

- ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ► _____
- Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► _____

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Print or type.
See Specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

____ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (Interest earned or paid)

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

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

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

EXHIBIT “A”

ZOOM MEETING
ACCESS INFORMATION

Solicitation Opening via ZOOM:

Topic: RFQ 24-CM-018 Opening
Time: Oct 14, 2024 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us06web.zoom.us/j/85124338424>

Meeting ID: 851 2433 8424

One tap mobile
+13052241968,,85124338424# US
+13092053325,,85124338424# US

Find your local number: <https://us06web.zoom.us/u/kbXRCGFwyL>

EXHIBIT B

Edwin R. Barfield, LLC's Response to RFQ #24-CM-018



REQUEST FOR QUALIFICATION RFQ 24-CM-0184
APPRAISAL SERVICES – LAND AND REAL PROPERTY

PREPARED FOR:

CITY OF MOUNT DORA
510 North Baker Street
Mount Dora, FL 32757

PREPARED BY:

EDWIN R. BARFIELD, LLC
Edwin R. Barfield, SR/WA
State-Certified General Real Estate Appraiser #RZ2594

3165 McCrory Place
Suite 172
Orlando, FL 32803
(407) 893-5759
Fax (407) 705-3934

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Tab I – Statement of Interest and Introduction



October 14, 2024

City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757

To whom it may concern:

Edwin R. Barfield, LLC, d/b/a Barfield Group, is pleased to submit the enclosed supporting documentation as our proposal response to RFQ 24-CM-018, offering to provide Appraisal Services – Land and Real Property, for the City of Mount Dora, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), immediately upon notification of a request.

The terms and conditions of the RFQ are understood and acknowledged by the undersigned, and we are highly qualified to perform all the appraisal services that may be required by the City of Mount Dora as described in the RFQ advertisement. The contents of this proposal are hereby certified as being true and accurate. We can meet or exceed all the requirements of the RFQ and provide the solicited services in accordance with the specifications stated in the RFQ. If selected for award of the contract, we will immediately execute the award agreement and provide all required certificates of insurance.

I have over 37 years of specialized experience in property negotiations, marketing, public relations, leasing, appraisal, appraisal review, negotiation, litigation and project engineering design support services. As both a licensed Florida Real Estate Broker and State-Certified General Real Estate Appraiser, I possess a distinct advantage over someone who only has an appraisal background and not the extensive experience that I have gained assisting multiple public agencies with their real estate related projects requirements.

Our multi-discipline backgrounds and extensive educational training have allowed us to develop a unique perspective and approach into how to maintain the synergistic relationships across all real estate disciplines. In addition, the principals of Edwin R. Barfield, LLC, have a combined specialization in eminent domain appraisals for public projects of over 65 years that allow for preparation of well-supported and easy to understand appraisal reports. We are committed to providing the City of Mount Dora, with the same high-level quality of appraisal services that the City of Mount Dora and all our clients have experienced and benefited from if we are awarded this contract, whether directly or by engagement of subconsultants when applicable.

Real Estate Consultant • Right of Way/Eminent Domain Specialist
3165 McCrory Place, Suite 172 Orlando, FL 32803 (407) 893-5759
www.BarfieldGroup.com

The Barfield Group has the qualifications and abilities to be able to deliver all the appraisal services that the City of Mount Dora and the two CRA'S will need provided. We are experienced with and well-versed in all related Local, State and Federal regulations that may be applicable to any appraisal assignment. In addition, Jamee Barfield, who is a principal and co-owner of the Barfield Group, is a State Certified General Appraiser and Licensed Real Estate Agent with over 38 years of real estate experience. She will also serve to support the City in every potential real estate appraisal task that the City may need our professional assistance with.

Ed Barfield will serve in the capacity of appraiser of record for every assignment. As discussed in the Approach to the Engagement section of this response, the Barfield Group has long-established relationships with many highly qualified sub-consultants whom we can engage to provide support services if required as part of an appraisal assignment. If it is determined that a subconsultant is needed for an appraisal assignment, the City will be advised of the identified need and the subconsultant expert proposed to provide appraisal support so that the City's prior written approval for the utilization of that subconsultant can be obtained. Since each appraisal assignment requires individual determination if support of a subconsultant will be needed, and we have not needed a subconsultant on any of our prior appraisal assignments for the City of Mount Dora, no subconsultants are being proposed for the City's consideration at this time.

Ed Barfield is authorized to make representations for Edwin R. Barfield, LLC, as Managing Member of the company. Mr. Barfield can be contacted at 407-893-5759 and has a physical office address of 3165 McCrory Place, Suite 172, Orlando, FL 32803. As evidenced by our prior performance for the City of Mount Dora, we are readily available and able to respond to the City's requests for assignments and meetings on very short notice.

We look forward to assisting the City of Mount Dora with those appraisal services that are solicited in the RFQ in a manner that will not only deliver an exemplary level of representation of the City of Mount Dora on every appraisal assignment but will also allow for achievement of the City's valuation needs. Please be assured that we are committed to making the best interest of the City of Mount Dora our priority.

Thank you in advance for your consideration of this proposal. Please contact me should you have any questions or require additional information.

Sincerely,



Edwin R. Barfield, SR/WA
State-Certified General Real Estate Appraiser #RZ2594
Managing Member

Tab II – Company History

Company History

Since founding the firm of Edwin R. Barfield, LLC (d/b/a Barfield Group), 16 years ago, Ed Barfield has achieved a reputation that has resulted in public agencies seeking to retain our firm's services for various real estate assignments including appraisal, appraisal review, and cost estimates for proposed right of way acquisitions. Public agencies for whom our firm has successfully provided real estate related support services include the following: City of Mount Dora, Seminole County, City of Casselberry, Lake County, City of Orlando, Sumter County, Town of Oakland, Turnpike Enterprise, Osceola County, City of Kissimmee, FDOT District 3, Central Florida Expressway Authority, City of Orange City, City of Maitland, Sanford-Orlando Airport Authority, City of Sanford, City of Dade City, City of Longwood, City of Apopka, City of Lake Mary, City of Port Orange, City of Edgewater, City of Winter Springs, City of Oviedo, City of Deland and the Osceola Expressway Authority.

Edwin R. Barfield's 37 years of exclusive specialization in eminent domain appraisal, appraisal review, acquisition, engineering-design support and right-of-way management for public improvement projects provides for an unparalleled delivery of comprehensive and synergistic appraisal services at every level of complexity. Experience gained as a staff appraiser at the beginning of his appraisal career with a firm whose sole focus was eminent domain appraisal provided the foundation for delivery of appraisal services capable of deflecting the dissection that occurs when a parcel acquisition must be litigated to establish the compensation to be paid. Subsequent focus on appraisal review as a Senior Appraiser for the FDOT provided an even broader exposure and further emphasis on the necessity of ensuring that an appraisal or appraisal review accurately reports factual data, is consistent in the analysis developed, conveys a clear understanding of the analysis presented, and is not only well supported but also convincingly guides the reader to reach the same conclusion as stated in the report. When a well-supported appraisal and/or appraisal review is prepared for purposes of negotiation, the opportunity for a successful challenge of the value conclusion by a property owner is substantially diminished.

For those instances when a negotiated settlement has not been secured, having an initial appraisal report that can withstand a detailed examination conducted in preparation for litigation is an invaluable benefit to the condemning agency. Similarly, having an appraisal review prepared by an appraiser with the requisite expertise necessary to refute a property owner's claim for compensation by clearly and convincingly establishing that the valuation analysis is not only unreasonable but also unsupportable, allows for successful negotiated settlements instead of costly mediations and litigation. In addition, Mr. Barfield's experience with providing legal counsel with expert witness services, identification of trial exhibits that deliver maximum jury impact, preparation of direct examination and rebuttal questions for the condemnor's and condemnee's expert witnesses that "paint the picture" for the jury members, and assistance to the client's attorney during trial testimony, are examples of the type of skills that distinguish Mr. Barfield's capabilities.

Jamee S. Barfield joined Edwin R. Barfield, LLC, as President of the firm in January 2012, after a highly successful career as an independent fee appraiser in her own firm and as a founding member of The Appraisal Group of Central Florida where she specialized in eminent domain appraisal and appraisal review. She now provides our firm with not only management of the office, but also with preparation of appraisals, appraisal reviews, Broker Price Opinions, right-of-

way cost estimates, acquisition/negotiation support and all other real estate services that are associated with our representation of public agencies.

Edwin R. Barfield, LLC, is a Florida Limited Liability Company (FEIN Number 26-2878504), with the office from where appraisal services will be provided to the City of Mount Dora being located at 3165 McCrory Place, Suite 172, in Orlando, Florida. The proximity of our office location will allow us to be able to attend meetings with the City of Mount Dora on short notice since the drive-time has been reduced substantially by the opening of the extensions of SR 429 and SR 453. We also have the equipment and capabilities for conducting or attending meetings by remote electronic means.

The principals of the Barfield Group are Edwin R. Barfield, SR/WA, and Jamee S. Barfield, both of whom are State Certified General Real Estate Appraisers. Ed Barfield is also a Florida licensed real estate broker and notary public, and Jamee Barfield is a Florida licensed real estate agent. Both principals are authorized to make representations for the Barfield Group, with Ed Barfield serving as Managing Member for the firm, and Jamee Barfield as the firm President.

Ed Barfield will serve as the Appraiser of Record responsible for all daily operations and fulfillment of the contract obligations and will serve as the point of contact with City representatives and other City consultants. If any subconsultants may need to be engaged in support of the appraisal assignment when circumstances warrant, he will manage those supporting experts.

Tab III – Approach to the Engagement

Approach to the Engagement

The Scope of Services to be provided to the City of Mount Dora, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), will be for appraisal related assignments to be delivered in accordance with the specifications stated in the RFQ. The appraisal services to be provided to the City will serve to insure the successful completion of various City projects, with applicable services performed by the Barfield Group. The City will be advised when we determine that support by one or more of the many qualified subconsultants whom we have long-established relationships with is recommended to provide specialized assistance for development of the appraisal report.

Each appraisal assignment that the City requests the Barfield Group submit a scope and fee proposal for will be delivered in a written narrative format which will detail the scope of the appraisal assignment, along with the fee quote based upon our enclosed Fee Schedule/Rate Sheet, and the date/time by which the report will be submitted to the City's representative. We will provide the City with the best possible response time for delivery of each assigned task authorization. We will make every attempt to ensure the best possible response time to a request from the City for a scope and fee proposal to be provided, and to each task authorization as assigned.

We have the ability and desire to stay within the City's budget requirements. Close coordination with the City's representative prior to development of our scope and fee proposal will ensure that the total fee(s) for a particular appraisal assignment will not exceed the City's budget for that project. If appropriate, this may require that the scope of services be adjusted.

It is acknowledged that approval for payment of the appraisal services provided will be based upon receipt of, and the City's approval of, the final appraisal review reports, when applicable. It is understood that the City may elect to not have appraisal review reports prepared for all appraisal reports that may be provided to the City, and in those instances, payment of our invoice will be contingent upon acceptance of the appraisal report by an authorized City representative.

The Barfield Group has the capacity and capabilities to perform the assigned appraisal services within the project schedule that will be identified in each of our scope and fee proposals and that has been approved by the City. We are committed to delivery of the appraisal to the City within the time period stated in our proposal for each assignment, and will strive to deliver the appraisal as soon as possible after receiving the notice to proceed or the purchase order for an assignment. All necessary resources will be employed to ensure delivery of contracted services in a timely manner in accordance with the agreed project schedule.

Ed Barfield will serve as the Appraiser of Record for fee appraisal and appraisal review services. He will be responsible for all daily operations, fulfillment of the contract obligations, and will serve as the point of contact with City representatives and other City consultants. If any subconsultants may need to be engaged in support of the appraisal assignment, when circumstances warrant and when approved by the City, he will manage those supporting experts.

As the Appraiser of Record, he will ensure all appraisals and appraisal reviews conform to the Uniform Standards of Professional Appraisal Practice, and the Florida Department of Transportation Supplemental Appraisal Standards, if this is a requirement of a specific appraisal

assignment contract. Our Quality Assurance will cover the entire length of the contract, from data collection and analysis of comparable sales to the preparation and completion of each individual appraisal, as well as preparing for Order of Taking Hearings, Mediation, and Trial, if such should be necessary.

In the development of the appraisals, the comparable sales data will be verified by the appraiser of record with a party involved in the transaction, if available. The items listed for the sales data sheet contained in the FDOT Supplemental standards will be used as a checklist for confirmation of the sales to ensure all relevant points of the sale property are addressed. Relevant listings will be researched, and the appraiser will contact real estate professionals in the project area as another market data source. The appraiser of record will inspect all comparable sales and rentals and review all comparable sales to be used in the appraisal report. Verification of governmental regulations, such as zoning and future land use will be confirmed with the appropriate regulatory office.

The appraiser of record will attend meetings with the subconsultants on issues regarding highest and best use, re-zoning, potential land use changes, and other parcel specific issues relating to the appraisal assignment. The appraiser of record will maintain close contact with any subconsultants to ensure they have a complete understanding of the scope of services requested and are able to meet the due dates and internal production goals. In addition, the appraiser of record will coordinate team inspections of the subject properties with the subconsultants, reviewers, and the City's Project Manager. All supporting data provided by the subconsultants will be reviewed by the appraiser of record, and the appraiser of record will review and be responsible for all appraisal reports. All mathematical calculations used in the appraisal reports will be double-checked to help prevent typographical errors and a secondary review of each appraisal will be conducted. Each report will conform to the Uniform Standards of Appraisal Practice, and the FDOT Supplemental Standards if requested by the City. The appraiser will use the Reporting Requirements itemized in Section 6.2 of the FDOT Supplemental Appraisal Standards as part of the in-house Quality Control review.

Any areas of subjectivity regarding the highest and best use of a parcel will be fully documented explaining the appraiser's reasoning. The appraiser of record will communicate closely with the City's Project Manager in resolving any potential problem areas that may arise after the assignment has begun. In addition, the City's Project Manager will be alerted to any legal issues that may arise and require legal directions by the City's legal representative. The appraiser of record will monitor the production throughout the project to ensure all due dates are met.

Our quality control process will entail adherence to the Barfield Group's QC/QA Plan. Detailed research and scrutiny of market data will be conducted, as well as thorough identification of a property's characteristics and potential highest and best use. Close communication with City representatives will be employed in determining the appropriate scope of services for each appraisal assignment and allowing for resolution of potential valuation issues early in the process. The City will be alerted to any potential legal issues that may require legal instructions/directions from the City Attorney's Office for proper development of the appraisal report.

For appraisal updates that occur after substantial time has passed since the submittal of the initial appraisal report, if engineering/land planning support was originally required we would recommend that the subconsultant update their analysis if a significant time has passed since the original appraisal was submitted or if there have been physical changes to the property that will need to be addressed by the appraiser in updating the valuation and value conclusion. This could also be applicable if the appraisal problem includes an opinion by City staff regarding a cure or change of land use/zoning. However, in some cases when an update in the value conclusion is required due to change in market conditions, a letter update could potentially suffice if research indicates no other changes to the original conclusions are warranted. Letter updates may suffice from the subconsultants even if a full update is required for the appraisal. For those instances where the services of a General Contractor subconsultant were determined to have been appropriate, as long as the RCN and Cost to Cure state that the estimate/bid is good for one year and that period has not passed, an update by the General Contractor subconsultant may not need to be requested. However, if the period for which the General Contractor's bid remains valid has passed, then an update will need to be requested. Lastly, the surveying services are not typically included for an update unless there has been a significant change in the property since the original appraisal or if the area to be acquired for a partial acquisition from a property has been revised.

The Appraiser will follow the rules and regulations pursuant to Florida Statute 475, Part II and the Florida Real Estate Appraisal Board, Chapter 21VV, Florida Administrative Code. Appraisals will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice, and the FDOT Supplemental Appraisal Standards (FSS), if requested by the City. Estimates of Market Values can be provided for the following: large tracts of land; subdivision lots; partial acquisitions for right of ways for roads, drainage, utilities, etc.; easements (temporary, permanent, drainage, utility, conservation and construction); waterfront; wetlands/marshlands; environmentally sensitive lands; environmentally significant lands; improved and unimproved commercial properties; improved and unimproved residential properties; leasehold properties; agricultural; mobile homes; multi-family properties; historic properties (commercial and residential); commercial office space; court testimony.

Through the years we have developed a network of highly qualified subconsultant professionals to provide us with the support needed to deliver quality appraisal reports to our clients. In our selection of a subconsultant, their prior eminent domain experience is extremely important. Not only do our subconsultants used for an eminent domain assignment need to have knowledge of the Before and After Appraisal process, litigation experience and familiarity with case law are also important. In addition, an established working relationship with the subconsultants is important as this ensures they are familiar and capable of providing us with their services that will appropriately support our needs for the development of the appraisal report. When the support of an expert subconsultant is needed, the information provided by that expert can be essential in our being able to thoroughly address the appraisal problem. Therefore, when it is determined that support of the appraisal development by a subconsultant expert is warranted, we will only recommend to the City approval for those subconsultants that we know from experience will be able to adhere to the project schedule and provide quality support for the appraisal assignment.

As indicated above, there may be certain circumstances when other professionals may be needed to assist the appraiser in providing their expertise in the scope of the appraisal assignment. The need for subconsultant services is unique to each appraisal assignment and is determined based upon the complexity and scope of the appraisal assignment and appraisal problem. It is noted that on all past appraisal assignments for the City of Mount Dora, utilization of subconsultants has not been necessary. Therefore, the City will be advised should we determine that a supporting subconsultant is recommended for utilization on an appraisal assignment.

We have appraised numerous properties requiring land planning, engineering, surveying and general contractor services. An example would be an appraisal of an improved retail commercial property whereby the proposed acquisition severs the parking, affects the existing access and includes the acquisition of multiple site improvements. The land planning/engineering services would assist with conformance issues of the building and site improvements (i.e., signage, setbacks, etc.) ingress/egress and on-site circulation both before and after the taking. In addition, they would provide a cost to cure analysis to assist the appraiser in any potential mitigation of severance damages resulting from the partial acquisition. A surveyor would assist in the appraisal problem by identifying in the field the exact parent tract boundaries and improvements in the area to be acquired. A survey of the property in the existing condition is integral to the engineering and land planning analysis when a cost to cure analysis is required and in the analysis of the potential for there to be severance damages resulting from the partial acquisition.

A general contractor would provide a replacement cost new of the improvements in the acquisition area and provide a cost to cure bid based upon the cure analysis concluded for the parcel. An FF&E appraiser subconsultant is generally required when there is a potential that severance damages may impact the utility of the building or specialized equipment that is part of the parent tract. The FF&E appraisal includes the market value in place of both the moveable and immovable components. If the business or improved real estate can no longer function at the site because of the partial acquisition, the value of the components that are not always considered real estate are available to the City for negotiation. In some cases, an FF&E appraiser is required to value the parent tract if the market perceives some of the FF&E components to be part of the typically traded bundle of rights (i.e., valuation of a hotel).

A petroleum expert is needed when a partial acquisition impacts the petroleum sales either by physical loss of pump islands or impacts to on-site circulation because of the partial acquisition that could create a change in the petroleum sales. The petroleum expert assists the appraiser in determining if the partial acquisition has significantly impacted the highest and best use of the property in the remainder condition for continued use as a facility with gasoline sales ability.

Direct and successful personal experiences with our subconsultants are the basis for their selection to provide support to us for development of the appraisal. All supporting subconsultants that we would recommend to the City for approval have demonstrated to us their hands-on involvement as highly qualified experts in their fields, as well as their on-time delivery of a thorough and quality work product. Our potential sub-vendors have demonstrated on prior projects their commitment to providing support to the appraiser that exceeded what other firms in their area of expertise could provide. In keeping with our above-standard quality requirements, we have scrutinized and identified those firms who have previously demonstrated their ability to be able to consistently provide appraisal related support services

with resolute adherence to maintaining pride in the quality of their work product and for their ability to work closely with all Team members. Our well-established standard of superior quality and team synergy will allow us to provide the City of Mount Dora with quality appraisal and related valuation services.

All appraisals and appraisal reviews will be peer-reviewed prior to submittal to ensure that the report is easily understood and the values on the project are consistent when there is more than one parcel to be appraised. This process will provide for delivery of well supported value determinations that are not only compliant with USPAP but also be able to withstand litigation scrutiny.

The Scope of Services for the appraisal assignment will dictate the project schedule, and there is no generic timetable that is applicable to each appraisal assignment. Non-complex appraisals are expected to be delivered to the City within 30 days or less. More complex appraisals may require up to 60 days for delivery of a thorough and well-supported appraisal report. Project schedules will be provided as part of the development of the scope of services for each appraisal proposal that will be provided to the City. Close coordination with the City's Project Manager will allow for development of a schedule that will satisfy the time constraints of the City's project.

Appraisal fees are also determined by the scope of services for a particular appraisal assignment and are dependent upon identification of the valuation analysis that will be necessary to provide the City with a thorough and well-supported appraisal report. Under USPAP, the appraiser should first determine the appropriate scope of services before identifying the fee to ensure that the client receives an appraisal report that is going to satisfy the client's needs.

The services provided by the Barfield Group reflect the unique range of expertise and experience of its principals, Edwin R. Barfield, SR/WA, and Jamee S. Barfield. Their combined real estate appraisal experience, with specialization in eminent domain appraisal and appraisal review, property acquisitions, and engineering-design support for public projects, has provided invaluable insight into what is required to achieve delivery of quality appraisal services to the City of Mount Dora. The City will also be able to benefit from our extensive knowledge and continuous review/tracking of Florida case law and statutes that will be drawn upon to ensure that the appraisal report is legally sufficient and in compliance with all applicable legal criteria.

We are members of the Orlando Regional REALTOR® Association and subscribe to both the Multiple Listing Service (MLS) and CoStar/LoopNet research and marketing services, as well as the Marshall & Swift Cost Estimating Service. We are well positioned to be able to quickly obtain market data for requested appraisal assignments for those properties that the City is seeking to sell, acquire or lease from others.

Ed Barfield has over 37 years of experience and Jamee Barfield has over 32 years of experience providing real property related assistance to public agencies. We are highly qualified to provide the City of Mount Dora with those real estate appraisal services identified in the RFQ and are committed to exemplary delivery of those services.

Appraisal Review Services, if requested

Although not specifically identified in the RFQ, both firm principals will be able to conduct reviews of appraisals to ensure that the City has been provided with an understandable and supported opinion of a property's value. We also are able to review and advise the City on claims for business damages resulting from the acquisition of less than the whole property, provide assistance with closings if needed, review and provide input on project designs, preparation of settlement justifications if required, and assist with preparation of suit packages (although this task is considered to be unlikely to be necessary given our record of providing quality appraisals).

Jamee Barfield will provide all necessary support services as required by the contract agreement, to include but not limited to property and property owner research, market data research, preparation of data summaries, appraisal drafts, appraisal reviews, project progress tracking, and scheduling.

The Review Appraiser of Record will establish effective communication with the fee appraiser. Subject inspections will be attended by the Review Appraiser of Record. All comparable market data (sales, rentals, etc.) will be inspected by the Review Appraiser of Record. As part of the fee review process, the review appraiser will become familiar with the project area, real estate market and available market data. The subconsultant reports and construction plans will be reviewed.

The FDOT Supplemental Standards can be used in the appraisal review to ensure the appraisal reports being reviewed are complete, contain support for conclusions and are mathematically accurate, if so requested. The market value opinion by the fee appraiser will be reviewed for reasonableness and to ensure the report is adequately supported.

The Review Appraiser of Record will coordinate and communicate with the fee appraiser during the entire phase of the project. After discussions with the fee appraiser, any subjective issues arising during the appraisal review that may require input by the City's representative will be brought to the attention of the City's Project Manager. Issues relating to non-compensable items and/or damages will be discussed and communicated to the City's Project Manager. The Fee Review appraiser will also be cognizant of addressing any consistency issues between the appraisals if there are multiple property acquisitions on a project.

As discussed in the Quality Assurance process for the Fee Appraiser, as the Primary Contract Fee Reviewer, the Review Appraiser of Record will communicate closely with the fee appraiser and the City's Project Manager in resolving any potential problem areas that may arise after the project has begun. In addition, the Project Manager will be alerted to any legal issues that may arise and require legal direction by the City's legal representative. The Review Appraiser of Record will monitor the production of services throughout the project to ensure all due dates are adhered to.

Quality Assurance Plan

This document describes the Project Quality Assurance Plan that the Barfield Group will utilize to ensure that all appraisal assignments are complete and accurate prior to submittal to the City. We will follow our established property valuation methods and procedures to ensure the accuracy of our valuation reports.

The Barfield Group's Quality Assurance Plan is based on the belief that *Quality*:

- Is achieved by planning, coordination, defined procedures, proper supervision, full understanding of the scope of services to be provided, quality/skilled personnel, and careful work to avoid errors and omissions.
- Is assured and verified by checking and reviewing work product by an individual who did not perform the initial efforts.
-

The current edition of the FDOT Right of Way Supplemental Appraisal Standards is our standard reference source for those items and procedures to be applied in the preparation of appraisal reports. The following costs and factors to be included in an appraisal report as may be applicable include the value of the parent tract/larger parcel and/or building improvements, value of the land and improvements to be acquired, remainder valuation, severance damages, and cost to cure damages (including demolition). If mitigation of business damages can be accomplished by a "super" cost to cure, the City's representative will be consulted on the potential for incorporating a cure plan for this purpose in the real property valuation.

Ed Barfield will be the appraiser of record responsible for the appraisal conclusions. He will serve as the point of contact and the individual responsible for identification of opportunities for minimization and/or avoidance of property and business impacts that will be presented to the City's representative for consideration and determination.

Development of property appraisal includes the following:

- Identification of appropriate parent tract and/or larger parcel.
- Property ownership verification.
- Determination of a property's current use and the highest and best use.
- Identification of the compensable and non-compensable impacts to the property resulting from the proposed acquisition.
- Recommendation of the opportunities for minimization or avoidance of real property severance and business damages.
- Identification and estimate of the value of impacted building and site improvements.
- Identification and estimate of severance damages and/or cost to cure damages.
- Identification of opportunities for whole acquisitions to avoid potential business damages.
- Identification of potential impacts to a property which may result in a need for relocation of the occupant.
- Market data research and analysis, using the best information available from reliable sources.

- Verification of market data with a party to the transaction by the appraiser of record.
- Field inspections of the subject property and comparable sale/rental properties (photograph and/or video).
- Review and utilization of current and historic aerial photographs.
- Evaluation and consideration of environmental delineations and maps.
- Review and understanding of the construction plans and right of way maps for identification of direct and indirect impacts to a subject property.
- Development of a reliable, comprehensive and accurate estimate of value for the subject property in a narrative format that will be easily understood by the City's acquisition agent and the property owner/representative.

Expert Testimony

Mr. Barfield has provided expert testimony many times over the course of his career in support of property acquisitions and appraised values for both public agencies and property owners. He also has extensive experience providing legal counsel with expert witness services, identification of trial exhibit contents that deliver maximum jury impact, preparation of direct examination and rebuttal questions for the condemnor and condemnee expert witnesses that "paint the picture" for the jury members, and on-the-spot assistance to the public agency's attorney during trial testimony. These are the types of skills that distinguish Mr. Barfield's unique capabilities when litigation is necessary to acquire a property interest required for the construction of a public improvement project.

Mr. Barfield has also served for many years as a Special Magistrate to the Value Adjustment Boards in Orange, Osceola and Sumter Counties for Ad Valorem Property Tax Appeals and has conducted hundreds of hearings. A Special Magistrate serves as a quasi-judicial official for the VAB who conducts the hearing, receives both testimony and written evidence, questions the witnesses concerning their testimony and/or evidence, and prepares written recommended orders to the VAB that includes an opinion of the Findings of Fact and Conclusions of Law as supported by the magistrate's review of the evidence presented by the County Property Appraiser's Office and the Petitioner or their representative.

Mr. Barfield is highly qualified to serve as an expert witness for the City of Mount Dora, if needed. However, it is noteworthy that although he has provided expert sworn testimony, he has never had to defend one of his appraisal reports in a deposition or trial. This rare track record is attributable to always providing his client with a thorough and well documented appraisal, that when presented to a property owner or their representative in support of that agency's written offer to purchase, is easily understood and leads the reader to the same conclusion of value as reported in his appraisal report.

Additions, Exceptions, or Clarifications Deemed Pertinent to this Proposal

Compensation in Section 4 D of the RFQ states that the City's preferred method of compensation is for services rendered on an hourly basis, consistent with actual hours worked and the fee schedule then in effect. This Section also states that the City will not compensate the successful proposer, and any person in the firm, for time spent traveling to or from meetings or to any project site location(s).

It should be noted that appraisal fee quotes are typically provided as a lump sum amount. The basis for the fee quote is the amount of time the appraiser estimates will be required to complete the scope of services at the appraiser's hourly rate. Our fee quote always includes recognition of the time that is required to travel to and from the subject property, or properties if there is more than one property to be appraised. Since inspection of the subject property is necessary for development of the appraisal report, and all appraisers take travel time into consideration when preparing their fee quote, the City's requirement that compensation be for services rendered on an hourly basis for actual hours worked that cannot include travel time does not allow for the appraiser to be compensated for time expended accomplishing the appraisal assignment.

Appraisal fees are determined by the scope of services for a particular appraisal assignment and are dependent upon the identification of the valuation analysis that will be necessary to provide the City with a thorough and well-supported appraisal report. Under the requirements of the Uniform Standards of Professional Appraisal Practice, (USPAP), the appraiser should first determine the appropriate scope of services before identifying the fee to ensure that the client receives an appraisal report that is going to satisfy the client's needs.

When a request to provide a scope and fee proposal for an appraisal assignment is received, our proposed fee is inclusive of all costs that include both direct and indirect components, appraisal related services, insurance, coordination and other incidentals that are necessary to perform the stated scope of services. Our fee quotes also recognize that time will be required for travel time to and from the inspection of the subject property and the comparable sales, listings and/or rentals. Our scope of services identifies the type of appraisal reporting format and the appraisal problem, so our appraisal fee also reflects all of the components required for completion of the services that are contracted to be provided. Our appraisal fees are reasonable and competitive with fees that are predominant in our market area, and like all appraisers, include the time required for travel.

Unless specifically requested, attendance at City meetings is not typically included in the scope of services for providing an appraisal. If the City requests the appraisal scope to include attendance at City meetings, we will be glad to include such in our proposal. Although frequent attendance at City meetings of short duration is unlikely, our proposals will need to include limitations on the frequency for our in-person attendance at City meetings if requested to include meeting attendance in our scope of services. Given the potential for attendance at City meetings by electronic means, it is unlikely that travel time will be an issue.

Tab IV – Qualifications / Experience of Firm and Key Personnel

Qualifications / Experience of Firm and Key Personnel

Edwin R. Barfield's 37 years of experience in appraisal, appraisal review, acquisition, engineering-design support and management for public projects provides for an unparalleled delivery of comprehensive and synergistic real estate appraisal services at every level of complexity. Experience gained as a staff appraiser at the beginning of his appraisal career with a firm whose sole focus was eminent domain appraisal provided the foundation for successfully providing real estate services to public agencies in the subsequent years. His time spent as a Senior Appraiser for the FDOT provided an even broader exposure and understanding of the importance of ensuring that data is factual and accurately reported. His ability to convey information to others in a manner that is authoritative and convincing allows the reader of the appraisal to have a clear understanding of the reasoning that was employed in the development of the value determination. The net result is the reader of the appraisal being able to comprehend the supporting data and analysis that were utilized to derive the value determination. When a well-supported opinion of value is prepared for purposes of negotiation, the opportunity and ability for that value to be disputed by the other party is negated.

Having the expertise to be able to clearly and convincingly support the value of a real property interest is key to being able to achieve a successful negotiated settlement and provides for avoidance of having to undergo costly mediations and litigation. In addition, Mr. Barfield's experience with providing legal counsel with expert witness services, identification of trial exhibits that deliver maximum jury impact, preparation of direct examination and rebuttal questions for the expert witnesses that "paint the picture" for the jury members, has endowed him with an understanding of how to prepare a narrative appraisal report that leads the reader to the same logical conclusion presented. This distinguishes his report writing capabilities from others who do not have such an extensive and broad experience to draw upon.

From his experience as an appraiser and reviewer, Mr. Barfield will be able to ensure the City that valuation issues and concerns will be able to be properly addressed in the appraisal report and not after the fact when raised by a property owner or their attorney. Coordination with the City's staff and consultants will allow for delivery of an approval-ready appraisal report that prevents delays in the presentation of the initial offer to the property owner which could have a negative effect on the project schedule.

While providing support for litigation of contested property acquisitions while working in the FDOT District Five and the Florida Attorney General offices, observation of the multitude of opportunities that were available that could have been prevented if the appraisal had been thorough by addressing all potential impacts, whether compensable or not, in the appraisal report. A comprehensive analysis of the impacts from a partial acquisition allows the property owner and/or their attorney to have sufficient reasons to understand and accept that the City's appraisal report has addressed and evaluated all impacts and the consequential damages to the remainder that may result from the partial acquisition. Identification of potential impacts for preparation of the appraisal scope of services is key to ensuring that the appraisal report to be provided to the City will contain all of the necessary analyses required to develop a credible report and value determination. If there are instances where a design modification will allow for elimination or minimization of unnecessary impacts to properties and businesses, the City would be advised accordingly of the potential for cost savings to be achieved by revision of the project design. Property owner acceptance of the appraisal analysis and value conclusion is always our goal in the preparation of every appraisal report.

Ed Barfield is a graduate of the University of Florida with a Bachelor of Science degree in Real Estate and Urban Economics. He has completed over 140 specialized courses, seminars and training sessions related to real estate, appraisal, and property acquisitions, a list of which is included on his curriculum vitae in the Addenda to this response to the RFP. He holds the SR/WA designation from the International Right of Way Association (Designation Number 026676728), is a Florida State Certified General Real Estate Appraiser (No. RZ2594), is licensed by the Florida Real Estate Commission as a Florida Real Estate Broker (No. BK0450961) and is a State of Florida Notary Public (No. 1324586). His credentials, education, training and vast experience in multiple aspects of the field of real estate provide him with a level of expertise that is rarely possessed by one individual.

Mr. Barfield was selected to serve as a Special Magistrate for the Value Adjustment Boards, for every year that he applied, in the following counties: Orange: (2010 – 2020); Osceola: (2012 – 2020); Citrus: (2015 - 2018). Service as a Special Magistrate exposure to valuation issues for numerous types of unique properties and appraisal methodologies. The range of property types encountered is much broader than a typical appraiser would ever typically be exposed to in the regular course of preparing appraisals for clients, thereby providing him with knowledge of the market for almost every type of property found in the Central Florida Market Area.

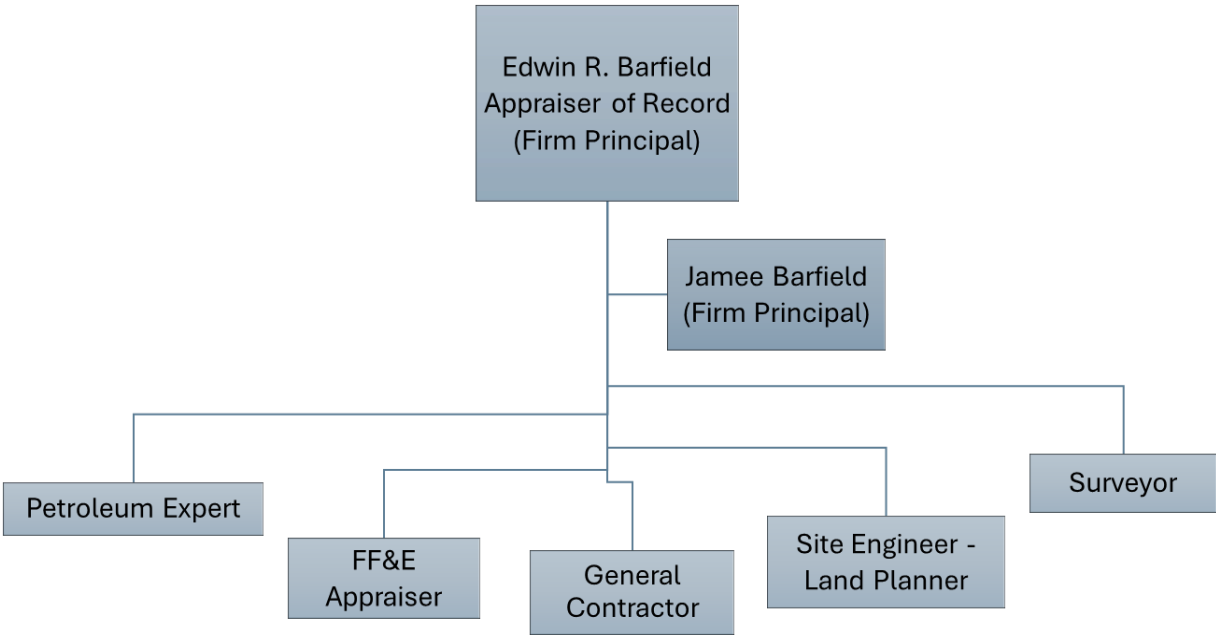
Ed Barfield has been highly successful in aiding public agencies on their real property valuations. Whether the services provided were for appraisals, appraisal reviews, or right of way acquisition cost estimates, the client received the same high level of service as we have delivered on prior projects for the City of Mount Dora.

Jamee S. Barfield is the President of the Barfield Group and has over 32 years of specialization in multiple Eminent Domain disciplines that includes: appraisal, appraisal review, acquisition services, market data summaries, acquisition cost estimating, public project acquisition phase management, and litigation preparation and support of expert testimony.

Jamee Barfield is a Florida State Certified Real Estate Appraiser (No. RZ2264) and a licensed Florida Real Estate Agent (No. SL3357611). She has an Associates of Science Degree in Office Systems Technology, as well as an Associate Degree in General Studies, both of which are from Valencia Community College in Orlando. She has successfully completed numerous appraisal and specialty courses, appraised or reviewed a broad spectrum of property types for real property acquisitions. In 1992, she and two partners founded The Appraisal Group of Central Florida, and in 1999 she formed her own appraisal firm, Condemnation Appraisal Services, Inc. She joined Ed Barfield at Edwin R. Barfield, LLC, in 2012, and is President of the firm.

The potential need for subconsultant services is unique to each appraisal assignment and is determined based upon the complexity and scope of the appraisal and the appraisal problem. We have established relationships with subconsultants from having appraised numerous properties requiring land planning, engineering, surveying and general contractor services. Under USPAP, the appraiser should first determine the appropriate scope of services to identify if there is a potential need for support from a qualified expert to ensure that the client will receive an appraisal report that is going to satisfy the client's requirements. If it is determined that support by a subconsultant expert for an appraisal assignment is warranted, we will only recommend to the City approval for those subconsultants we know will be able to adhere to the project schedule and provide us with quality support for development of the appraisal.

Firm Organizational Chart



Qualifications of Personnel Assigned to City of Mount Dora Appraisal Projects

As the principals of the Barfield Group, Ed Barfield and Jamee Barfield have decades of specialization in eminent domain appraisal practice. While there are many appraisers who claim to have eminent domain appraisal experience, we have established our well-respected reputation by providing numerous government agencies with superior quality appraisals, appraisal reviews, cost estimates and litigation support.

Ed Barfield will serve as the Appraiser of Record for fee appraisal and appraisal review services. He will be responsible for all daily operations, fulfillment of the contract obligations, and will serve as the point of contact with City representatives and other City consultants. If any subconsultants may need to be engaged in support of the appraisal assignment, when circumstances warrant and when approved by the City, he will manage those supporting experts.

As the Appraiser of Record, he will ensure all appraisals and appraisal reviews conform to the Uniform Standards of Professional Appraisal Practice, and the Florida Department of Transportation Supplemental Appraisal Standards, if this is a requirement of a specific appraisal assignment contract.

Our Quality Assurance will cover the entire length of the contract, from data collection and analysis of comparable sales to the preparation and completion of each individual appraisal, as well as preparing for Order of Taking Hearings, Mediation, and Trial, if such should be necessary.

Our office is in the City of Orlando, so we can travel to the City of Mount Dora utilizing the limited access roadway system that allows for a relatively short drive-time.

Local government agencies that we have provided appraisal services for or have continuing appraisal contracts with, include the following: City of Oakland; Town of Oakland; City of Maitland; City of Lake Mary; City of Deland; Central Florida Expressway Authority; City of Apopka; Seminole County; Turnpike Enterprise; City of Sanford; Sanford Airport Authority; FDOT District 3; Osceola Expressway Authority; Osceola County; City of Dade City.

The reader is referred to Sections V and VI of this proposal for identification and description of specific appraisal assignments. Over the course of his career, Ed Barfield has prepared thousands of appraisals and appraisal reviews.

Our extensive levels of eminent domain appraisal and appraisal review experiences are summarized as follows:

Edwin R. Barfield

Edwin R. Barfield's 37 years of exclusive specialization in eminent domain appraisal, appraisal review, acquisition, engineering-design support and right-of-way management for public improvement projects provides for an unparalleled delivery of comprehensive and synergistic appraisal services at every level of complexity. Experience gained as a staff appraiser at the beginning of his appraisal career with a firm whose sole focus was eminent domain appraisal provided the foundation for delivery of appraisal services capable of deflecting the dissection

that occurs when a parcel acquisition must be litigated to establish the compensation to be paid. Subsequent focus on appraisal review as a Senior Appraiser for the FDOT provided an even broader exposure and further emphasis on the necessity of ensuring that an appraisal or appraisal review accurately reports factual data, is consistent in the analysis developed, conveys a clear understanding of the analysis presented, and is not only well supported but also convincingly guides the reader to reach the same conclusion as stated in the report.

When a well-supported appraisal and/or appraisal review is prepared for purposes of negotiation, the opportunity for a successful challenge of the value conclusion by a property owner or their legal representative is substantially diminished. For those instances when a negotiated settlement has not been secured, having an initial appraisal report that can withstand a detailed examination conducted in preparation for litigation is an invaluable benefit to the condemning agency.

Similarly, having an appraisal review prepared by an appraiser with the requisite expertise necessary to refute a property owner's claim for compensation by clearly and convincingly establishing that their valuation analysis is not only unreasonable but also unsupportable, allows for successful negotiated settlements instead of costly mediations and litigation. In addition, Mr. Barfield's experience with providing legal counsel with expert witness services, identification of trial exhibits that deliver maximum jury impact, preparation of direct examination and rebuttal questions for the condemnor's and condemnee's expert witnesses that "paint the picture" for the jury members, and on-the-spot assistance to the agency's attorney during trial testimony, are examples of the type of skills that distinguish Mr. Barfield's capabilities.

As an FDOT reviewer, Mr. Barfield worked closely with the contracted appraiser to ensure that valuation issues and concerns were addressed prior to submittal of the appraisal report. The result of close coordination with the appraiser was an average turnaround time of three days between the date the appraisal was submitted by the contracted appraiser and completion of the review appraiser's statement. Not only does that process provide for delivery of an approval-ready appraisal report that prevents delays in presentation of the initial offer to the property owner, but also benefits the appraiser by being able to submit an error free appraisal report.

In the course of providing support for litigation of contested property acquisitions while working in the FDOT District Five and the Florida Attorney General Office, observation of the multitude of opportunities that were available but not seized upon to preclude adversarial acquisitions resulted in Mr. Barfield's development of right-of-way division that provided design support from a right-of-way perspective in all project phases. Delivery of right-of-way input early and throughout the design process allows for elimination or minimization of unnecessary impacts to properties and businesses, thereby avoiding costly property acquisitions and the far too common changes to the project design during the right of way phase. Avoidance of owner/stakeholder dissatisfaction with the project design is the standard result of Mr. Barfield's valuable input from the initiation of the project in the PD&E phase that continues through

preparation of the design plans and the subsequent right-of-way phase. His expertise in being able to provide input to the City of Mount Dora on how to avoid costly partial acquisitions will be an additional benefit to the City for appraisal assignments where less than the whole property is needed for construction of the City's project.

Upon embarking on the establishment of his own right-of-way professional consulting services firm, Mr. Barfield has established a reputation for delivering quality services to government agencies. The City of Mount Dora will have an opportunity to continue to receive the same level of superior quality appraisal services that the City and other government agencies have come to expect from the Barfield Group. While many firms provide eminent domain appraisal and appraisal review services, we offer an extremely broad level of expertise and exemplary quality on which Mr. Barfield's reputation for excellence has been established.

Jamee S. Barfield

Jamee S. Barfield is the President of the Barfield Group and has over 32 years of specialization in multiple Eminent Domain disciplines that includes: appraisal, appraisal review, acquisition services, market data summaries, acquisition cost estimating, public project acquisition phase management, and litigation preparation and support of expert testimony.

Jamee S. Barfield joined the Barfield Group as President of the firm in January 2012, after a highly successful career as an independent fee appraiser in her own firm and as a founding member of The Appraisal Group of Central Florida in 1992 where she specialized in eminent domain appraisal and appraisal review. In 1999 she formed her own appraisal firm, Condemnation Appraisal Services, Inc. She now provides our firm with not only office management, but also preparation of appraisals, appraisal reviews, agent price estimates, right-of-way cost estimates, acquisition/negotiation support and those other real estate services that are associated with our representation of public agencies.

Jamee Barfield is a Florida State Certified Real Estate Appraiser (No. RZ2264) and a licensed Florida Real Estate Agent (No. SL3357611). She has an Associates of Science Degree in Office Systems Technology, as well as an Associate Degree in General Studies, both of which are from Valencia Community College in Orlando. She has successfully completed numerous appraisal and specialty courses, appraised or reviewed a broad spectrum of property types for real property acquisitions.

In 1992, she and two partners founded The Appraisal Group of Central Florida, and in 1999 she formed her own appraisal firm, Condemnation Appraisal Services, Inc. She joined Ed Barfield at Edwin R. Barfield, LLC, in 2012, and is President of the firm.

Tab V - Workload

List of Recent Projects Completed Within Last 12 Months by Ed Barfield and Jamee Barfield

Lift Station Number 7 – City of Maitland
Downtown Assemblage – City of Dade City
Kepler Road Utility – City of Deland
Dommerich Brook – City of Maitland
Independence Lane – City of Maitland
The Ridge – City of Apopka
Ross Road – Town of Oakland
B & H Wildlife – City of Orange City
French Avenue – City of Orange City
Cherry Property – City of Sanford
Skyway Drive – Sanford Airport Authority
E.E. Williamson Trail – Seminole County
Fire Station Number 10 – Seminole County
Fire Station Number 28 – Seminole County
Miller Road Bridge – Seminole County
Nolan Road Bridge – Seminole County
Churchill Property – Seminole County
Sand Lake Road – Seminole County
Sylvan Lake – Equestrian Center – Seminole County
Willow Avenue Drainage - Seminole County

List of Current Projects and Government Agency for Ed Barfield and Jamee Barfield

Orange Boulevard Safety Improvements – Seminole County
SunTrail – City of Edgewater
Public Storage Water Main Relocation – Seminole County
Howell Cove Lift Station – Seminole County
Oxford Road Water Main Relocation – Seminole County
Old Lake Mary Road Sidewalk – Seminole County
Lake Mary Boulevard at Country Club Road – Seminole County
Nebraska Avenue Bridge – Seminole County
Riverview Avenue Drainage and Sidewalk – Seminole County
Waste Water Treatment Plant Expansion – City of Winter Springs
Midway Drainage Improvements – Seminole County
Slavia Road – Seminole County
Hillview Drive Drainage Improvements – Seminole County
Monroe Trail, Phase II – Seminole County
Morningside Drive – City of Dade City
Splash Pad – City of Dade City
SR 417 – Sanford-Orlando Airport Connector – Central Florida Expressway Authority
Water Treatment Wellfield Expansion – City of Deland
Grove Street Lift Station – City of Maitland
C Street – City of Orange City

List of Future Projects that may be Performed by Ed Barfield and Jamee Barfield

SR 417 – Sanford-Orlando Airport Connector – Central Florida Expressway Authority
Lake Harney – Seminole County
Old Mims Road – Seminole County
Old Kings Road – City of Palm Coast

Projects Performed by Ed Barfield and Jamee Barfield for the City of Mount Dora Under Our Current Appraisal Services Contract (Effective Date of November 11, 2020)

Downtown Parking Lot Parcels
Caravette Properties
308 East 5th Street
Herbst Property
Suntrust Property
Vallier Property

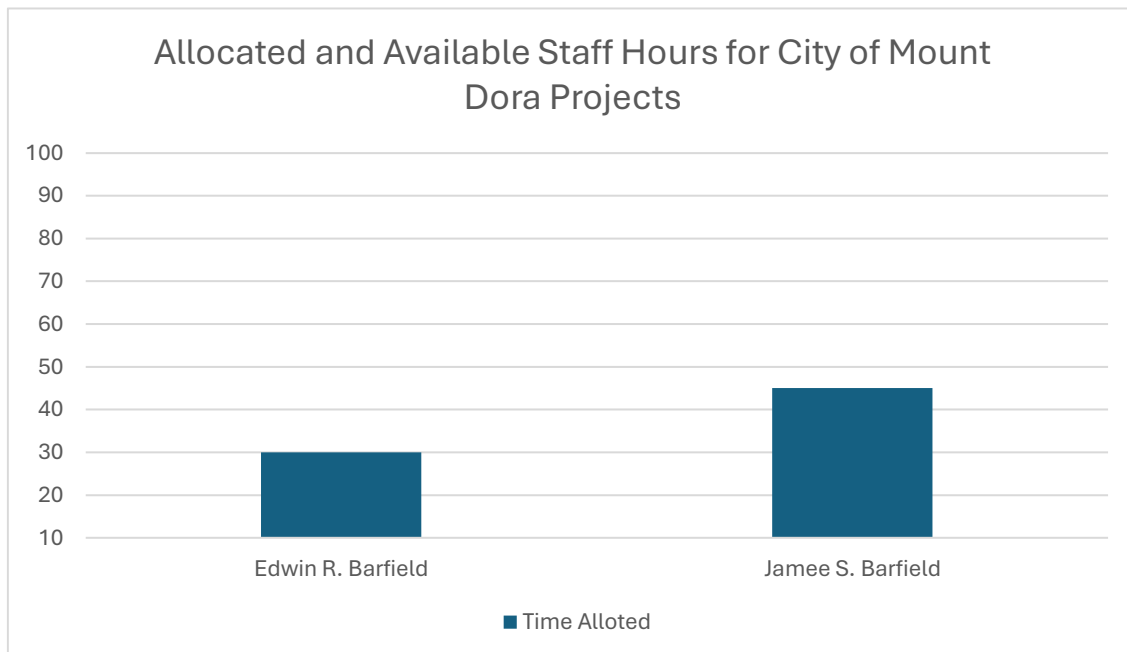
Statement of Our Availability to Provide the City of Mount Dora with the Requested Services

It is noted that the RFQ indicates that this contract will be for a period of three years with the option for two one-year renewal periods. Thus, it is not possible to identify the allocated and available staff hours that we will have available for City of Mount Dora Projects during the term of this contract, if awarded, since our workload at the time when the City may request that we provide a proposal cannot be known with any degree of certainty. In addition, since the size of a potential City of Mount Dora Project is also unknown at this time, it is not possible to identify on a percentage basis the average amount of time we will have available monthly for City of Mount Dora Projects.

As of the date of this proposal, our monthly availability on a percentage basis for City of Mount Dora Projects is 30% for Ed Barfield and 45% for Jamee Barfield.

Regardless of the above indicated percentages of availability, we commit to allocating the amount of our time that will be needed to provide the City of Mount Dora with delivery of the same level of high-quality appraisals, on time and within budget, as we have consistently provided to the City and all of our clients on prior assignments.

The following graph indicates the percentage of staff hours that will be allocated for City of Mount Dora Projects:



Statement of Existing Relationships Effect on Our Ability to Provide the Requested Services

The Barfield Group does not have any existing relationships that might affect either positively or negatively our ability to perform services that may be requested by the City of Mount Dora.

Tab VI – References

SIMILAR PROJECT EXPERIENCE - REFERENCES

For projects performed for public government agencies that are of similar complexity, nature and size as projects anticipated to be performed for the City of Mount Dora.

PROJECT NAME:	The Ridge		
DESCRIPTION:	The assignment was for an appraisal of a mixed-use development site of a strip acquisition for improvements to be constructed by the Central Florida Expressway Authority.		
TIME PERIOD	February 2024		
CLIENT'S NAME:	City of Apopka		
CONTACT PERSON:	Pamela Richmond	PHONE NO:	(407) 703-1739
E-MAIL ADDRESS:	prichmond@apopka.net		
CONTACT PERSON:	Tyler Malmborg	PHONE NO:	(386) 748-6502
E-MAIL ADDRESS:	tylerm@newkirk-engineering.com		

PROJECT NAME:	Caravette Properties		
DESCRIPTION:	The assignment was for an appraisal of five tax parcels, one of which was vacant, two were hiatus parcels and three were improved with single family residences.		
TIME PERIOD	June 2023		
CLIENT'S NAME:	City of Mount Dora		
CONTACT PERSON:	Adam Sumner	PHONE NO:	(352) 735-7112
E-MAIL ADDRESS:	adams@cityofmounddora.com		
CONTACT PERSON:	Vince Sandersfeld	PHONE NO:	(352) 735-7112
E-MAIL ADDRESS:	sandersfeldv@cityofmounddora.com		

PROJECT NAME:	Cherry Property		
DESCRIPTION:	The assignment was for an appraisal of a vacant tract that was encumbered with significant wetlands and with an existing drainage canal and a municipal water line.		
TIME PERIOD	September 2023		
CLIENT'S NAME:	City of Sanford		
CONTACT PERSON:	Craig Radzak	PHONE NO:	(407) 688-5086
E-MAIL ADDRESS:	Craig.Radzak@sanfordfl.gov		
CONTACT PERSON:	Chris Smith	PHONE NO:	(407) 688-5144
E-MAIL ADDRESS:	Chris.Smith@sanfordfl.gov		

PROJECT NAME:	308 East 5 th Street		
DESCRIPTION:	The assignment was for an appraisal of a former law office property for whole acquisition by the City.		
TIME PERIOD	March 2024		
CLIENT'S NAME:	City of Mount Dora		
CONTACT PERSON:	Adam Sumner	PHONE NO:	(352) 735-7112
E-MAIL ADDRESS:	adams@cityofmoundora.com		
CONTACT PERSON:	Vince Sandersfeld	PHONE NO:	(352) 735-7112
E-MAIL ADDRESS:	sandersfeldv@cityofmoundora.com		

PROJECT NAME:	Midway Drainage Project/Former Midway Elementary School – Whole and Partial Acquisitions		
DESCRIPTION:	The assignments were for appraisals of the former Midway Elementary School property, and for partial fee acquisitions and a companion drainage easement.		
TIME PERIOD	September 2022 and November 2023		
CLIENT'S NAME:	Seminole County		
CONTACT PERSON:	Neil Newton	PHONE NO:	(407) 665-5711
E-MAIL ADDRESS:	nnewton@seminolecountyfl.gov		
CONTACT PERSON:	David Shields	PHONE NO:	(407) 665-7237
E-MAIL ADDRESS:	dshields@seminolecountyfl.gov		

PROJECT NAME:	City of Sanford Fire Station Facility Number 40		
DESCRIPTION:	The assignment was for an appraisal of the proposed City of Sanford Fire Station Number 40 Site located on the Airport Authority's Property.		
TIME PERIOD	June 2024		
CLIENT'S NAME:	Sanford Airport Authority		
CONTACT PERSON:	Jennifer Taylor	PHONE NO:	(407) 585-4017
E-MAIL ADDRESS:	jtaylor@osaa.net		

Tab VII – Statement of Litigation

Statement of Litigation

There have been no litigations, outstanding judgements, liens, or lawsuits against the firm, Edwin R. Barfield, LLC, nor any of its personnel to be assigned to this project or that may have been filed in the last ten years.

Tab VIII – Appraiser Licenses and Certification

Professional Appraisal License and Certification
Edwin R. Barfield



The International Right of Way Association



acknowledges that

Edwin R. Barfield, SR/WA

has qualified as

Senior Right of Way Professional

The SR/WA Designation signifies the commitment to professional growth and development, and the aptitude to understand, communicate and perform within standards of the right of way profession.

SR/WA Number: 5544

Designated: 08/01/2007

Recertification Due: 08/01/2027



Judy Jones

Judy Jones, SR/WA
International President

Elizabeth Smith

Elizabeth Smith, SR/WA
Vice Chair, International Professional
Education Committee



Professional Appraisal License
Jamee S. Barfield



Professional Organization Membership

Edwin R. Barfield is a member of the International Right of Way Association, and has held the SR/WA Designation since 2007. An SR/WA is a Senior Member in the International Right of Way Association, and is the most prestigious professional designation granted by IRWA to members who have achieved professional status through experience, education and examination. The SR/WA designation requires training and examination in several major right of way disciplines. The SR/WA designation says, "I have more than five years of right of way experience, plus I have had formal training in a wide variety of right of way areas." The SR/WA professional may be a specialist in one area such as acquisition, relocation or law, but also must be familiar with the other disciplines associated with the right-of-way profession. The SR/WA designation is the only designation reflecting evidence of professional attainment in the right of way field.

The International Right of Way SR/WA Designation Program consists of Right of Way Professional Experience, Course and Exam Requirements. A candidate must have a minimum of 5 years of relevant Right of Way professional experience:

Appraisal Experience:

Principal practice in professional appraisal services, including:

- 1.Experience in the appraisal of partial takings involving severance or consequential damages or injurious affection and working knowledge of expropriation or eminent domain law and procedures; or,
- 2.Full time professional services making economic studies and feasibility analyses when such services involve interpretation of real estate valuation principles.

Education Requirements (Bachelors Degree or Equivalent):

The IRWA requires candidates for the SR/WA to hold a Bachelors Degree; or, in lieu of a Degree, complete additional requirements.

IRWA Coursework Requirements

To obtain the SR/WA Designation, the candidate must successfully complete 169 QEU of IRWA core and elective coursework.

Examination Requirements

The candidate must fulfill the Capstone examination requirement. An approved candidate can take the capstone examination(s) anytime within their 5-year candidacy period. There are three options to do this.

1. Attend an SR/WA Review Study Session and take the comprehensive exam at the conclusion of the class;
2. Independently complete the capstone comprehensive exam*
3. Complete 4 of the 7 Capstone discipline exams*

*candidates must fill out and submit the Exam Request form and the exam fee(s)

Tax IX – Additional Information

Additional Information

Insurance Requirements

Edwin R. Barfield, LLC, has the insurance at the limits specified in the RFQ and as statutorily required. If awarded the contract the certificates of insurance to be provided will be endorsed to include the City of Mount Dora as additional insured. Each subcontractor that may be utilized on a specific project assignment will provide proof of insurance by submitting a certificate of insurance indicating Edwin R. Barfield, LLC, as the insured for workers' compensation statutory limits coverage, as statutorily required. The City of Mount Dora is already in receipt of all Certificates of Insurance that have been provided for compliance with the insurance requirements of our existing continuing services contract.

Subconsultants

Any subconsultant that may be required for a project assignment will be submitted to the City of Mount Dora for written approval prior to Edwin R. Barfield, LLC, entering into an agreement with a subconsultant. Edwin R. Barfield, LLC, will be fully responsible for coordinating the services of any subconsultant's services and work product, including by not limited to professional quality, technical accuracy and services furnished by a subconsultant.

Resumes

Resumes for Edwin R. Barfield and Jamee S. Barfield are on the following pages.

**Qualifications of
Edwin R. Barfield, SR/WA**

**Right-of-Way Project Management • Acquisition • Public Relations
Right-of-Way / Engineering Design Coordination • Appraisal Review
Access Management Solutions • Appraisal • Litigation Support**

Professional Experience

Real Estate Consultant specializing in public project acquisitions and eminent domain, 2007 to present. Over 35 years of experience in appraisal, appraisal review, negotiation, eminent domain, and project engineering design support has given Mr. Barfield a unique perspective into how to maintain the synergistic relationships between each of these disciplines. Services provided include: acquisition project management, resolution of acquisition issues during the design phase to reduce design, construction and acquisition costs; preparation of realistic acquisition cost estimates for reliable cost-benefit analysis by proper recognition of potential damages to affected properties and/or businesses; relocation plan needs assessment; Uniform Act compliant residential and business relocations; advanced and continuing coordination with stakeholders (property/business owners, city/county/utility representatives) affected by a public improvement project; acquisition negotiations and closings; preparation of well supported settlement justifications and pre-suit packages; appropriately and adequately supported narrative appraisals and appraisal reviews; expert testimony as required. Serve as a Value Adjustment Board Special Magistrate for Orange (2010 – 2020), Osceola (2012 – 2020) and Citrus Counties (2015 - 2018).

Special Projects Coordinator for the Florida Department of Transportation, District 5, from 2003 to 2007. Mr. Barfield assisted the Department and consultants on various project right-of-way issues. Duties included coordination with FDOT Project Managers and consultants to determine the right-of-way needs for all non-interstate and some interchange road improvement projects. Instrumental input into the identification and selection of retention pond sites, access management, and other right-of-way acquisition matters in a manner that met the Department's needs while being the most effective in reducing costs and meeting project schedules. Conducted desk reviews of plans and proposed right-of-way acquisitions with design consultants. Proposed parcels for advanced acquisition in rapidly developing areas where the early acquisition would result in substantial cost savings to the Department and participated in the advanced acquisition of these parcels. Field inspected projects to determine appraisal problems, and reviewed right-of-way maps and construction plans to recommend changes that could reduce acquisition costs and eliminate or reduce potential severance or business damages. Coordinated with Right-of-Way Administration on all non-interstate and some interchange projects to assist and develop strategies for right of way acquisition. Advance coordination with local governments and property owners impacted by projects to resolve issues related to setbacks, variances and condemnation ordinances. Performed other related work as requested or required.

Senior Appraiser for the Florida Department of Transportation, District 5, from 1991 to 2003. Responsible for the preparation of appraisals for roadway improvement project parcel acquisitions. Reviewed appraisals prepared by staff and fee appraisers to assure compliance with USPAP and FHWA Regulations, FDOT Supplemental Standards and Procedures, and contract requirements. Attended court hearings, orders of takings and trials, provided expert appraisal support in preparation for litigation, and testified as an expert witness as requested by eminent domain counsel.

Staff Appraiser with Hastings & Associates Ltd., Inc., a real estate appraisal and consulting firm in Orlando, Florida, from 1987 to 1991. Specialized in the preparation of narrative appraisal reports for attorneys and condemning authorities in the Central Florida area.

Professional Affiliations

Florida State Certified General Real Estate Appraiser (No. RZ2594 – Issued 7/2002 - Exp. 11/2024)
Florida Real Estate Commission - Broker (No. BK0450961 – Issued 3/1991 - Exp. 3/2025)
International Right of Way Association - SR/WA Designation (No. 02676728)
Notary Public, State of Florida (No. 1324586)

Education

Graduate of the University of Florida, Gainesville, Florida, with a Bachelor of Science in Real Estate and Urban Economics, 1987

Courses and Seminars

Society of Real Estate Appraisers:

Course 102	Applied Residential Property Valuation
Course 101	Introduction to Appraising Real Property

Appraisal Institute:

Course 1B-A	Capitalization Theory and Technique, Part A
Course 1B-B	Capitalization Theory and Technique, Part B
Course SPP-A	Standards of Professional Appraisal Practice, Part A
Course SPP-B	Standards of Professional Appraisal Practice, Part B
Course 4	Litigation Valuation
Seminar	Hotel/Motel Valuation and Investment
Seminar	Appraisal of Interim Use Properties
Seminar	Review Appraisal, Part B
Seminar	Appraisal Review
Course 550	Advanced Applications
Course 520	Highest and Best Use and Market Analysis
Course 530	Advanced Sales Comparison and Cost Approaches
Course 410	Standards of Professional Appraisal Practice
Seminar	Rates, Ratios, and Reasonableness
Course 540	Report Writing and Valuation Analysis
Course 420	Standards of Professional Appraisal Practice, Part B
Seminar	Florida Condemnation Valuation and Appraiser Liability
Seminar	Appraising Manufactured, Modular, & Mobile Housing
Course 710	Condemnation Appraising: Basic Principles and Applications
Seminar	General Demonstration Report Writing
Course 430	Standards of Professional Practice, Part C
Seminar	Florida Core Law Update
Seminar	The Road Less Traveled: Special Purpose Properties
Seminar	Residential Site Valuation and Cost Approach
Seminar	Case Studies in Commercial Highest & Best Use
Seminar	Business Practices and Ethics
Seminar	Appraising the Appraisal
Seminar	That's Logistics: The Valuation of Warehouses

Course 7

International Right of Way Association:

Course 901	Engineering Plan Development and Application
Course 401	The Appraisal of Partial Acquisitions
Course 101A	Principles of Real Estate Appraisal
Course 101E	Principles of Real Estate Engineering
Course 101L	Principles of Real Estate Law
Course 101N	Principles of Real Estate Negotiation
Course 802	Legal Aspects of Easements
Course 403	Easement Valuation
Course 407	Valuation of Contaminated Properties
Course 803	Eminent Domain Law Basics for R/W Professionals
Course 301	Leadership Skills for Right of Way and Real Property
Course 500	Uniform Relocation Assistance Act - Executive Summary
Course 104	Standards of Practice for the Right of Way Professional
Course 202	Interpersonal Relations in Real Estate
Course 201	Communications in Real Estate Acquisition
Course 214	Skills of Expert Testimony
Course 603	Understanding Environmental Contamination in Real Estate
Course 500	Uniform Relocation Assistance Act - Executive Summary
Course 502	Business Relocation
Course 140	Principles of Wireless Site Development
Seminar	Comprehensive SR/WA Study/Review Session & Exam
Conference	Valuation/Estimating/Construction Plans
Conference	Utilities/Right of Way Projects
Course 303	Managing the Consultant Process
Course 103	Ethics and the Right of Way Profession
Course 105	The Uniform Act Executive Summary
Course 903	Underground Infrastructure Panorama
Course 104	Standards of Practice for the Right of Way Professional
Course 701	Property Asset Management and Leasing
Course 304	When Public Agencies Collide
Course 801	United States Land Titles
Course 205	Bargaining Negotiations
Symposium	Transportation, Environment & Conservation in Florida
Webinar	The Pre-Condemnation Process: Pointers & Perspectives
Webinar	Construction Plans Made Easy and Surveying Technology for R/W Projects
Course 218	Right of Way Acquisition for Electrical Transmission Projects
Webinar	Asset Management
Webinar	Temporary Possessions/Occupations for Infrastructure Projects
Course 102	Elevating Your Ethical Awareness
Course 411	Appraisal Concepts for the Negotiator

American Society of Appraisers:

Course MTS201	Introduction to Machinery & Technical Specialties Valuation
Course MTS202	Machinery & Technical Specialties Valuation Methodology

Other Courses & Seminars:

The Time Value of Money - Dave Smith's HP-12C Cash Flow Seminar
Expert Witness Seminar - FDOT
Appraisal and Review for Federal Aid Highway Projects - FHWA
Appraisal and Review for Federal Aid Highway Projects - FHWA
Advanced Real Estate Investment Analysis - Bert Rodgers 30-Hour Post Licensing Course
for Florida Real Estate Brokers
Real Estate Brokerage Management - Bert Rodgers 30-Hour Post Licensing Course
for Florida Real Estate Brokers
F.R.E.C. AB-II Appraisal Certification Course
Basic Metric Seminar - Daytona Beach Community College
Electronic Property Data and Maps Seminar - Experian
Commercial Cost Estimating Seminar - Marshall & Swift
Appraisal Practices for Valuation of the Commercial/Retail Site and Its Signage –
The Signage Foundation
Uniform Standards of Professional Practice - Professionals Development Source, Course A200
Reviewing the Narrative Appraisal - Professionals Development Source, Course A215
Going to Trial Expert Witness for Appraisers - Professionals Development Source, Course A208
Uniform Standards of Professional Appraisal Practice/Law Update
Basic Internet - Stetson University
Basic Word - Stetson University
Business Damage Presentations - FDOT
Appraisal Review Part B - FDOT
Real Estate Education Specialists State Exam Prep Course
National Highway Institute Course 141035 - Eminent Domain Training For Attorneys
& Appraisers
Karrass Negotiations Course
Access Management Resource Manual Training Course
Quality/Level of Service Training
How to Handle People with Tact and Skill
Right of Way Considerations for Designers
Introduction to Access Management
Median Handbook Overview
Project Management Concepts and Principles, Partnering/Teambuilding Workshop,
Quality Assurance/Quality Control, and Ethics
Work Program Administration, Consultant Procedures, Negotiation, Documentation, Contract
Funds Approval & Encumbrances, and Invoice Processing PD&E Process (Preliminary
Engineering Report, Project Management, Life Cycle Cost Analysis, Class of Action
Determination, Required Coordination, Required Level of Analysis, Value Engineering,
Scheduling, Quality Control, Public Involvement, Re-evaluations) and Major Environmental
Concerns
National Highway Institute Advanced Relocation Course
FDOT Design Update Training
FDOT Supervisors Academy
Public Speaking: Stand and Deliver
Floodplain Development Training
Advanced Appraisal Review

Other Courses & Seminars (continued):

National USPAP Update Course
FICE Design Conference
Leadership Series - *7 Habits of Highly Effective People*
National USPAP Update Course (7-hour)
Florida Core Law Update (3-hour)
FDOT Management Academy
Media Relations (FDOT)
Managing Multiple Priorities Seminar
Access Management for Corridors
ADA for Roadway Design
Introduction to Teamwork
Effective Leadership Skills
Real Estate Transactions Made Painless and Efficient
Advanced Appraisal Review
National USPAP Update Course (7-hour)
Florida Core Law Update (3-hour)
Supervisor and Trainee Appraiser Rules and Roles
Florida Core Law Update (3-hour)
Common Errors and Issues in Appraising
Appraisal Project Management
National USPAP Update Course (7-hour)
Florida Core Law Update (3-hour)
Appraisal Review of Residential Properties
Green in Residences and Appraisal
Methodology and Application of Sales Comparison Approach
National USPAP Update Course (7-hour)
Appraisal Review "B"
Florida Core Law Update (3-hour)
How to Appraise a Business
Florida Broker Continuing Education (14-hour)
Commercial Land Valuation
The Fundamentals of Appraiser Luxury Homes
Introduction to Expert Witness Testimony for Appraisers

FDOT Certified Instructor: Fundamentals of Maps and Plans Reading Course (2001-2008)

Property types appraised and reviewed include:

Retail	Residential subdivision	Vacant industrial
Office	Vacant single-family residential	Improved industrial
Restaurant	Single-family residence	Partial interest
Office Condo	Multi-family residential	Mobile-Home Park
Convenience/gas station	Vacant multi-family residential	Agricultural
Vacant commercial/office	Interim use	Church

Range of Services Provided on the Following Public Projects

Right-of-way acquisition cost estimates; relocation needs assessment; appraisal; appraisal review; Engineering design support; owner/attorney and agency coordinations; Eminent Domain Relief Ordinance adoption; public relations; acquisition impacts and issues resolution during design; resolution of access management issues; Federal and State compliant acquisitions by voluntary donation or purchase; Right-of-Way Project Management. (* Denotes a R/W Design Support and R/W Acquisition Project)

CR 46A Sidewalk (LAP - Old Lake Mary Road to just east of the SunRail crossing, Seminole County)*
SR 434 Intersections Study (LAP - Rangeline Rd. to CR 427 Intersections, Seminole County)
CR 426 Safety Improvements (LAP - Division St. to SR 46, Seminole County)
SR 46 Gateway Sidewalk and Multi-Use Path (LAP - Reinhart Rd. to MLK Blvd., Seminole County)*
Dean Road Study (Orange County Line to SR 426, Seminole County)*
Seminole-Wekiva Trail (LAP -SR 436 to SR 414, Seminole County)*
Longwood-Markham Road Trail (Markham Road to SR 46, Seminole County)
CR 46A and Orange Boulevard Intersection (Seminole County)
Wirz Park Trail 1 & 3 (LAP) & Trail 2 (City of Casselberry)*
CR 466A (US 301/SR 35 to Powell Road/CR 462, Sumter County)*
South Lake Trail III (LAP) Project (Clermont to Groveland, FL, Lake County)
Dean Road (Seminole County)
Oakland Drainage Improvements (Town of Oakland)*
CR 466 (US 301/SR 35 to CR 209, Sumter County)*
North Hancock Road Extension (Clermont to Minneola, FL, Lake County)
CR 468 – WRA Site (Sumter County)
Mount Dora Eastern Utility Extension on SR 46 (City of Mount Dora)*
Kissimmee Drainage Improvement (City of Kissimmee)
International Speedway Boulevard Streetscape Study (City of Daytona Beach)
CR 468 Roadway (Sumter County)*
Utility Encroachment in Cemetery (Town of Oakland)
Sand Lake Road/SR 434 Feasibility Study (Seminole County)
Community Gardens (Town of Oakland)
Kissimmee Trail Grade-Separated Crossing of JYP (LAP - City of Kissimmee)*
Oakland Utility Easement Projects (Town of Oakland)*
Shingle Creek Trail (LAP - Oak Ridge Road to Sand Lake Road, City of Orlando)*
CR 462 (US 301 to CR 466A, Sumter County)*
Mount Dora Utility Relocations on US 441 (City of Mount Dora)*
SR 87 PD&E Study (SR 87 S/US 90 to SR 87 N., FDOT in Santa Rosa County)
Osceola Pkwy Feasibility Study (Boggy Creek Rd. to Narcoossee Rd., Osc. Exp. Auth./Turnpike Enterprise)
US 90/SR 10 PD&E Study (Glover Lane to SR 87 South, FDOT in Santa Rosa County)
Motamassek Road (Town of Oakland)
Grace Lake Sinkhole (Seminole County)
Osceola Parkway - Phase 1 and 2 PD&E Study (Boggy Creek Rd. to East of Narcoossee Road and to SR 417, Osceola County Expressway Authority)
Suncoast Parkway – Mitigation Parcels in Levy, Hernando and Citrus Counties (Turnpike Enterprise)
Surplus Parcel in Osceola County (Turnpike Enterprise)
Mount Dora Britt Road Utility Extension (City of Mount Dora)*
Tandem Truck Trailer Alternatives in Orange County and Osceola County Study (Turnpike Enterprise)

Public Projects (continued):

Oakland Quiet Title for Abandoned R.R. R/W and Utility Easement Acquisitions (Town of Oakland)
Gopher Tortoise Relocations (City of Mount Dora)
Simpson Road Study (Turnpike Enterprise)
Lake Monroe Loop Trail Study (Seminole County)*
Beardall Avenue, Marquette Road and Ohio Avenue Parcels (Sanford-Orlando Airport Authority)
US 17-92 Mast-Arms (LAP - Seminole County)*
Mount Dora Round Lake Road Lift Station (City of Mount Dora)*
Airport Boulevard Sidewalk Improvements (Seminole County)*
Wymore Road (Seminole County)*
Wolf Branch Road Utility (City of Mount Dora)*
E.E. Williamson Trail and Sidewalk (Seminole County)*
Downtown Parking Study and Acquisition (City of Mount Dora)
R.R. Right of Way Valuations and Quiet Title – Multiple Parcels (Town of Oakland)
SR 292 Study – Phases 1 and 2 (District 3)
Lake Saunders (City of Fruitland Park)
Britt Road Utility (City of Mount Dora)*
Shingle Creek Trail Construction Access Easements (City of Orlando)
Dogwood Mountain (City of Mount Dora)
North US 17-92 Utility Relocations (City of Maitland)*
South US 17-92 Utility Relocations (City of Maitland)*
Suncoast Parkway – Mitigation Parcels in Alachua and Levy Counties (Turnpike Enterprise)
Round Lake Road Utility (City of Mount Dora)*
French Avenue Trail (City of Orange City)*
Round Lake Road Advance Acquisition (City of Mount Dora)
Dommerich Sidewalk (City of Maitland)*
Fire Station Nos. 35 and No. 36 (City of Mount Dora)
Hillview Drainage (Seminole County)
Horatio Avenue/Maitland Avenue Mast-Arm (City of Maitland)
East Altamonte Sidewalk (Seminole County)
Lake-Orange Connector Study (Central Florida Expressway Authority)
Osceola Parkway Extension Study (Central Florida Expressway Authority)
Poinciana Parkway Study (Central Florida Expressway Authority)
Mitchell Hammock Road at SR 434 Turn Lane Addition (City of Oviedo)
Fire Station No. 39 (Seminole County)
Sandspur Road Trail (City of Maitland)
Orange Boulevard Study (Seminole County)*
Country Club of Mount Dora Utility (City of Mount Dora)*
Sanlando Sidewalk (Seminole County)
Oakland Avenue Roundabout (Town of Oakland)
Sand Lake Road Study (Seminole County)*
Mullet Lake Park Road Drainage (Seminole County)
Lake Destiny Drainage Outfall (Seminole County)
Dommerich Hills Street Lighting (City of Maitland)
SR 434 to Cross-Seminole Trail Study (Seminole County)
Miller Road Bridge (Seminole County)*

Public Projects (continued):

Slavia Road Study (Seminole County)
Mohican Trail Sidewalk (City of Maitland)*
Nebraska Avenue Bridge (Seminole County)*
Partin Settlement Road Study (Osceola County)
Oxford Road Utility (Seminole County)
Poinciana Road Study (Osceola County)
Sand Lake Road (Seminole County)
Lake Monroe Loop Trail (Seminole County)
Seminole-Wekiva Trail Grade Separated Crossing at SR 436 and SR 434 Study (Seminole County)
Lake of the Woods Regional Stormwater (Seminole County)
Nolan Road Bridge (Seminole County)*
Hillview Drive (Seminole County)*
Moores Station Parcel (Sanford Airport Authority)
Orange Boulevard (Seminole County)*
Oakland Trail Spur (Town of Oakland)
Howell Creek Lane Bridge (Seminole County)
Goldie Manor Sidewalk (Seminole County)
I-4 at US 17-92 Parcel (Seminole County)
Marquette Avenue Parcel (Sanford Airport Authority)
Lake Mary Boulevard at Country Club Road (Seminole County)*
Old Lake Wilson Road Study (Osceola County)
Deltona Activity Center (City of Deltona)
Waycross Lift Station Replacement (City of Deltona)
Skyway Drive Parcel (Sanford Airport Authority)
Old Lake Mary Road Sidewalk (Seminole County)*
Riverview Avenue Drainage and Sidewalk (Seminole County)*
Water Treatment Plant (City of Deltona)
Truss Plant (Sanford-Orlando Airport Authority)
Midway Drainage (Seminole County)
Truss Plant Parcel (Sanford Airport Authority)
Willow Avenue Drainage (Seminole County)*
Camp Lamitchee (City of Deltona)
Southport Connector Study (Central Florida Expressway Authority)
Fire Station 23 (Seminole County)
Independence Lane (City of Maitland)
Cherry Parcel (City of Sanford)
Fire Station 28 (Seminole County)
Lift Station No. 7 (City of Maitland)
Lake Sylvan Parcel (Seminole County)
B & H Wildlife (City of Orange City)
Lockwood Sewer (Seminole County)
Edgewater Sun Trail (City of Edgewater)
Slavia Road (Seminole County)
Morningside Drive (City of Dade City)
Oak Street Parcel (City of Sanford)

Public Projects (continued):

SR 417 – Orlando-Sanford Airport Connector Study (Central Florida Expressway Authority)
Hillview Drive Drainage - 2 (Seminole County)
Waste Water Plant Expansion (City of Winter Springs)
Dommerich Brook (City of Maitland)
Howell Cove Lift Station (Seminole County)
C Street (City of Orange City)

**JAMEE S. BARFIELD
QUALIFICATIONS**

Professional Experience

President of the Barfield Group (a/k/a Edwin R. Barfield LLC since 2007), which specializes in multiple Eminent Domain disciplines that includes: appraisal, appraisal review, acquisitions, engineering design support, right-of-way cost estimating, public project acquisition phase management, litigation preparation and support, expert testimony - June 2012 to present.

Real Estate Appraiser sub-consultant specializing in eminent domain appraisal and consulting - January 2004 to May 2012.

Owner of Condemnation Appraisal Services, Inc., specializing in eminent domain appraisal - March 1999 to January 2004.

Real Estate Appraiser sub-consultant specializing in eminent domain appraisal - October 1996 to March 1999.

Co-founder of the Appraisal Group of Central Florida, Inc., and staff appraiser, specializing in eminent domain, appraisal and real estate consulting - March 1992 to September 1996.

Professional Licenses

Florida State-Certified General Appraiser #RZ2264
Florida Real Estate Sales Associate #SL3357611

Education

Graduated from Middle Township High School, Cape May Court House, New Jersey (1986)
Associates in Science Degree, Office Systems Technology, Valencia Community College (1992)
Associates Degree in General Studies Valencia Community College (2010)

Appraisal Institute Courses

110 Appraisal Principles
310 Basic Income Capitalization Theory

520 Advanced Income Capitalization Theory

Specialty Courses

Appraisal Board I - 75 hours to be qualified as a Registered Real Estate Appraiser ▪ Appraisal Board II - 30 hours to be qualified as a State Certified General Appraiser ▪ USPAP Core Law Update - 7 hours ▪ 30-hour Appraiser Continuing Education ▪ Using GIS, Graphics, FTP and Other Software ▪ Florida Real Estate License Law ▪ Real Estate, Mortgages and the Law ▪ Real Estate Subdivision Analysis ▪ Sales Comparison Approach - General Applications ▪ Communicating the Appraisal ▪ Neighborhood Analysis ▪ Appraisal Principles ▪ Roles & Rules of Supervisors & Trainees ▪ Manufactured Housing ▪ Fannie Mae Forms ▪ Green in Residences and Appraisals ▪ Appraisal Review of Residential Properties ▪ How to Appraise a Business ▪ Sales Associate Pre-License Course

Jamee S. Barfield
Qualifications

Property Types Appraised

<i>Residential -</i>	Single family, planned developments (multi-family and single family), bulk and individual lots.
<i>Commercial -</i>	Vacant land, retail stores, strip centers, restaurants, and offices.
<i>Industrial -</i>	Light manufacturing, warehouses (distribution, etc.) and vacant land.
<i>Agricultural -</i>	Citrus groves, pine tree farms, environmentally sensitive wetlands, pasture and vacant land.
<i>Condemnation -</i>	Whole takings, strip takings, partial takings with damages, easement takings and special studies to include severance analyses and various influences on subject properties.

Recent Project Experience

Broker Price Opinions (Clermont, FL; Ocala, FL; Oxford, FL; Sanford, FL; Mt. Dora, FL)
Sunshine State Parkway Appraisal for Mitigation Sites (Hernando and Citrus Counties)
SR 292 PD&E Projects (SR 292 from Blue Angel Pkwy. to Navy Blvd., Escambia County, FL)
Central Florida Expressway Cost Estimates for Osceola Pkwy., Poinciana Pkwy. and Lake-Orange Connector (Polk, Osceola and Orange Counties)
Florida Turnpike Enterprise Cost Estimates for Tandem Truck Sites (Orange and Osceola Counties)
CR 466A Design & Acquisition Projects (US 301/SR 35 to Powell Road/CR 462, Sumter County, FL)
SR 434 Intersections (LAP) Projects (Rangeline Rd. to CR 427 Intersection, Seminole County, FL)
C
R 426 Safety Design (LAP) Project (Division St. to SR 46, Seminole County, FL)
SR 46 Gateway Sidewalk Design & Acquisition (LAP) Projects (Reinhart Rd. to MLK Blvd., Sanford, FL)
CR 466 Design & Acquisition Projects (US 301/SR 35 to CR 209, Sumter County, FL)
Dean Road PD&E, Design & Acquisition Projects (Orange County Line to SR 426, Seminole County, FL)
Wekiva Trail Design & Acquisition Projects (SR 46 to SR 414, Seminole County, FL)
Shingle Creek Trail Design & Acquisition Projects (Oak Ridge Road to Sand Lake Road, Orange County, FL)
SR 87 and US 90 PD&E Projects (SR 87 S./US 90 to SR 87 N., Santa Rosa County, FL)
Osceola Extension Feasibility and PD&E Study Projects (Boggy Creek Rd. to Narcoossee Rd., Osceola County, FL)
CR 468 Acquisition & Design Projects (US 301/SR 35 to CR 505, Sumter County, FL)

Range of services provided on the above projects

Appraisal and appraisal review; right-of-way acquisition cost estimates; E.D. Relief Ordinance adoption; acquisition impacts and issue resolution during design; LAP compliant acquisitions by donation and purchase; acquisition/appraisal coordination support and R/W project management.

Tab X – Required Forms

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda has been signed and included.
- ☒ The Bid will be electronically delivered in time to be received no later than the specified due date of October 14, 2024 and time of 2:00 PM EST. Bid will not be considered otherwise. Electronic responses are the only accepted method of response delivery to the City.

Edwin R. Barfield, LLC
Company


Authorized Signature

Edwin R. Barfield - Managing Member
Printed Name & Title

ed@barfieldgroup.com
Email

3165 McCrory Place, Suite 172
Address

Orlando, FL 32803
City, State, Zip Code

407-893-5759
Telephone No.

407-705-3934
Fax No.

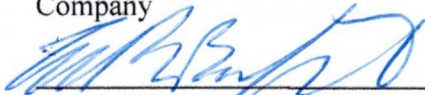
CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Office, if any actual or potential conflict of interest arises during the solicitation process.

Edwin R. Barfield, LLC

Company



Authorized Signature

Edwin R. Barfield - Managing Member

Printed Name & Title

ed@barfieldgroup.com

Email

3165 McCrory Place, Suite 172

Address

Orlando, FL 32803

City, State, Zip Code

407-893-5759

Telephone No.

407-705-3934

Fax No.

STATE OF FLORIDA

COUNTY OF Orange

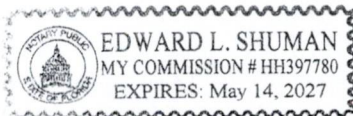
The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Edwin R. Barfield, as Managing Member, of ERB, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this

14 day of October, 2024.

(stamp)

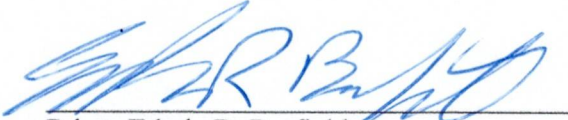


NOTARY PUBLIC



**FLORIDA STATUTES, SECTION 287.138
CERTIFICATION**

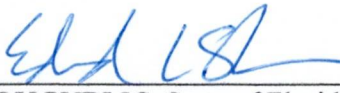
I, Edwin R. Barfield, as the Managing Member of Edwin R. Barfield, LLC, do hereby certify that Edwin R. Barfield, LLC: (i) is not owned by the government of a foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.

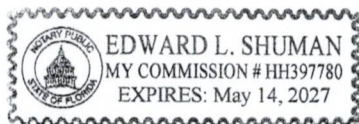

Print: Edwin R. Barfield
Title: Managing Member

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of Edwin R. Barfield, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced as identification, and who did/did not take an oath this 14 day of October, 2024.

(stamp)


NOTARY PUBLIC, State of Florida



**AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES,
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida – at large, personally appeared, Edwin R. Barfield, and having first made due oath or affirmation, states:

(Write Name Here)

1. My name is Edwin R. Barfield.

(Write Name Here)

2. I am the Managing Member of Edwin R. Barfield, LLC.

(Insert Job Title)

(Insert Company Name)

3. The Company was formed in United States and Florida and is a LLC

(Country and State)

(List the Type of Entity (ex.: LLC, Inc., etc.)

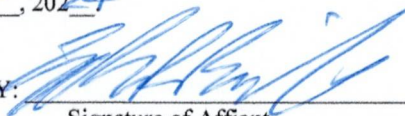
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this 14th day of October, 2024

BY: 

Signature of Affiant

Edwin R. Barfield

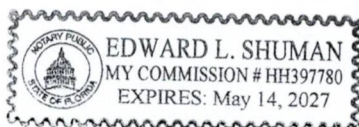
Printed Name

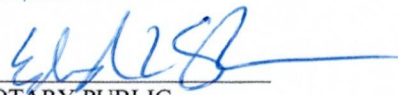
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization of Edwin R. Barfield, as Managing Member, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this day of October 14, 2024.

(stamp)




NOTARY PUBLIC

RFQ# 24-CM-018 APPRAISAL SERVICES- LAND AND REAL PROPERTY

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: Appraisal Services - Land and Real Property Project Number: RFQ 24-CM-018

Project Location: City of Mount Dora, Florida

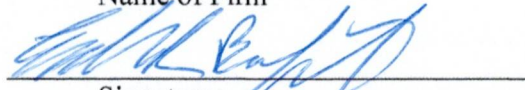
CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation RFQ 24-CM-018 _____.

Dated this 14th day of October, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation RFQ 24-CM-018.

Edwin R. Barfield, LLC

Name of Firm



Signature

Edwin R. Barfield

Printed Name

Managing Member

Title

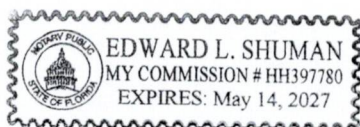
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [] online notarization of Edwin R. Barfield, as Managing Member, of ERB LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 14 day of October, 2024.

(stamp)


NOTARY PUBLIC



**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES' LISTS PURSUANT TO
FLORIDA STATUTES, SECTION 187.135**

Respondent Vendor Name: Edwin R. Barfield, LLC

Name of Company: Edwin R. Barfield, LLC, d/b/a Barfield Group

FEIN: 26-2878504

Authorized Representative's Name and Title: Edwin R. Barfield - Managing Member

Address: 3165 McCrory Place, Suite 172, Orlando, FL 32803

Phone Number: 407-893-5759

Email Address: ed@barfieldgroup.com

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not participating in a boycott of Israel and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By:  _____

Authorized Signature

Print Name: Edwin R. Barfield

Print Title: Managing Member

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
(SEE ATTACHED TABLE)		\$ _____
		\$ _____
		\$ _____

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

Seminole County: Lake Harney; Old Mims Road (Agent Price Estimates)

City of Palm Coast: Old Kings Road (Property Acquisitions)

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a contract? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all litigation(s) that have been filed by or against the division of your firm that will be responsible for the scope of work in this solicitation, in the last ten (10) years:

CONTRACT VALUES:

List total value of contracts for work done on all completed and similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

Attach additional page if necessary.

\$ 162,050 Total Value for work done on all PAST completed and similar projects.

List of Major Work Presently Under Contract

Percent Completed	Project Name	Contract Amount
90	Orange Boulevard	\$655,109
50	Sun Trail	\$39,400
50	Public Storage	\$9,425
90	Howell Cove Lift Station	\$9,425
50	Oxford Road Water Main	\$9,425
80	Old Lake Mary Road Sidewalk	\$43,200
95	Lake Mary Blvd. at Country Club Road	\$29,865
50	Nebraska Avenue Bridge	\$32,270
95	Riverview Avenue Drainage and Sidewalk	\$48,850
25	Waste Water Treatment Plant Expansion	\$21,000
90	Midway Drainage Improvements	\$465,745
15	Slavia Road	\$396,770
25	Hillview Drive Drainage	\$383,800
95	Monroe Trail	\$324,339
10	Morningside Drive	\$99,350
95	Splash Pad	\$13,150
0	SR 417 – Sanford Airport Connector	\$75,120
95	Water Treatment Plant Wellfield Expansion	\$16,500
50	Grove Street Lift Station	\$11,650
10	C Street	\$13,350

Appraisal Work from October 2019 through September 2024

Client - Project	Fee
Sanford Airport Authority - Ohio	\$1,950
City of Mount Dora – Parking Garage	\$12,480
Sanford Airport Authority - Marquette	\$4,650
Sanford Airport Authority – Truss Plant	\$9,750
City of Maitland – Independence Lane	\$12,200
Soussou – Godfather Pawn	\$3,500
City of Mount Dora – Caravette	\$5,300
Wingate – Auto Repair Shop	\$1,200
Sanford Airport Authority – Moores Station	\$2,500
Seminole County - Monroe	\$9,585
City of Mount Dora – Herbst	\$3,200
City of Sanford - Krazeise	\$2,100
Seminole County – Midway Elementary	\$7,560
Seminole County - Flowers	\$4,455
City of Mount Dora – Caravette	\$12,500
City of Mount Dora – Vallier	\$2,100
Seminole County – Equestrian Center	\$28,800
City of Sanford - Cherry	\$4,250
Seminole County – Midway Elementary	\$5,670
City of Apopka – Roundabout	\$8,000
City of Mount Dora – 308 E. 5 th Ave.	\$10,250
Seminole County – Red Bug Lake	\$6,250
City of Dade City – Zaffran	\$3,800
Total	\$162,050.00

REFERENCES:Bank(s) Maintaining Account(s): Addition Financial

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☒ Other: Please list: LLC 16

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Edwin R. Barfield, LLC

Company



Authorized Signature

Edwin R. Barfield - Managing Member

Printed Name & Title

ed@barfieldgroup.com

Email

3165 McCrory Place, Suite 172

Address

Orlando, FL 32803

City, State, Zip Code

407-893-5759

Telephone No.

407-705-3934

Fax No.

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFQ NO. 24-CM-018, "Appraisal Services - Land and Real Property"

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-CM-018**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 14th day of October, 2024 in the City of Orlando, in the State of Florida.

Edwin R. Barfield, LLC
Company


Authorized Signature

Edwin R. Barfield - Managing Member
Printed Name & Title

ed@barfieldgroup.com
Email

3165 McCrory Place, Suite 172
Address

Orlando, FL 32803
City, State, Zip Code

407-893-5759
Telephone No.

407-705-3934
Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

-
- | | |
|--|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
- This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.
- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS
(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required. * **Ten days notice applies for non-payment of premium.**
- ☒ 11. The Certificate must state the RFQ Number and **TITLE**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Edwin R. Barfield

Company



Authorized Signature

Edwin R. Barfield - Managing Member

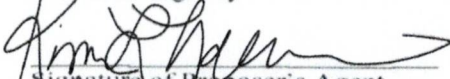
Printed Name & Title

ed@barfieldgroup.com

Email

LUCILLE L. LANG INSURANCE, INC.,

Insurance Agency


Signature of Proposer's Agent

3165 McCrory Place, Suite 172

Address

Orlando, FL 32803

City, State, Zip Code

407-893-5759

Telephone No.

407-705-3934

Fax No.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES
☐ NO

Edwin R. Barfield, LLC

Company



Authorized Signature

Edwin R. Barfield - Managing Member

Printed Name & Title

ed@barfieldgroup.com

Email

3165 McCrory Place, Suite 172

Address

Orlando, FL 32803

City, State, Zip Code

407-893-5759

Telephone No.

407-705-3934

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of Florida

County of Orange

Edwin R. Barfield, being first duly sworn, deposes and says that:

I am the Managing Member of Edwin R. Barfield, LLC, (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-CM-018.

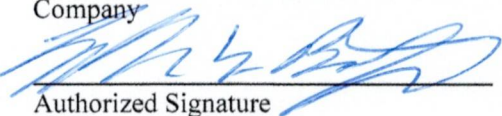
I am fully informed respecting the preparation and contents of the Response to RFQ #24-CM-018, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-CM-018, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-CM-018 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Edwin R. Barfield, LLC
Company

3165 McCrory Place, Suite 172
Address


Authorized Signature

Orlando, FL 32803
City, State, Zip Code

Edwin R. Barfield - Managing Member
Printed Name & Title

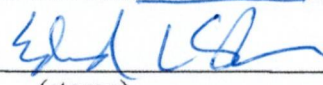
407-893-5759
Telephone No.

ed@barfieldgroup.com
Email

407-705-3934
Fax No.

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Edwin R. Barfield, as Managing Member, of ERB LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this 14 day of October, 2024.


(stamp)

NOTARY PUBLIC

ACKNOWLEDGEMENTS

**RFQ #24-CM-018
"APPRAISAL SERVICES –LAND AND REAL PROPERTY"**

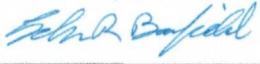
**To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757**

Edwin R. Barfield, LLC (Proposer) guarantees its Response to RFQ #24-CM-018 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this 14th day of October, 2024
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By:  / Edwin R. Barfield
(Signature) (Print name)

Address: 3165 McCrory Place, Suite 172
Orlando, FL 32803

Telephone: (407) 893-5759 Fax: (407) 705-3934

Taxpayer/Employer Identification Number (TIN/EIN): 26-2878504

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

RFQ# 24-CM-018 APPRAISAL SERVICES- LAND AND REAL PROPERTY

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank



CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW RFQ #24-CM-018

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: Edwin R. Barfield, LLC, d/b/a Barfield Group

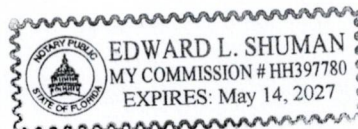
Authorized representative (printed): Edwin R. Barfield

Authorized representative (signature): [Signature]

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [] online notarization of Managing Member, as Managing Member, of ERB LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this 14 day of October, 2024.

(stamp)



[Signature]

NOTARY PUBLIC

RFQ# 24-CM-018 APPRAISAL SERVICES- LAND AND REAL PROPERTY

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references, excluding the City of Mount Dora, for which the firm has provided services described in this Qualification for five (5) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Seminole County
Address: 100 East First Street, Sanford, FL 32771
Point of Contact: Neil Newton
Phone #: 407-665-5759 Email address: nnewton@seminolecountyfl.gov
Service(s) Provided: Appraisals

Dates of Service: September 2022; November 2022; July 2023; August 2023; October 2023; March 2024

2. Name of Company: City of Apopka
Address: 120 East Main Street, Apopka, FL 32703
Point of Contact: Pamela Richmond
Phone #: 407-703-1739 Email address: prichmond@apopka.net
Service(s) Provided: Appraisal

Dates of Service: February 2024

3. Name of Company: City of Sanford
Address: 300 North Park Avenue, Sanford, FL 32771
Point of Contact: Graig Radzk
Phone #: 407-688-5086 Email address: craig.radzak@sanfordfl.gov
Service(s) Provided: Appraisals

Dates of Service: February 2023; September 2023

4. Name of Company: Orlando - Sanford Airport Authority
Address: 1200 Red Cleveland Boulevard, Sanford, FL 32773
Point of Contact: Jennifer Taylor
Phone #: 407-585-4017 Email address: jtaylor@osaa.net
Service(s) Provided: Appraisals

Dates of Service: October 2019; December 2021; April 2022; October 2022; June 2024

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by Edwin R. Barfield [NAME] as the Managing Member [TITLE] of Edwin R. Barfield, LLC [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 26-2878504.
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

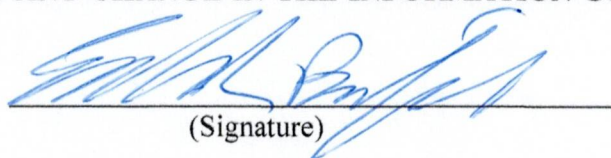
RFQ# 24-CM-018 APPRAISAL SERVICES- LAND AND REAL PROPERTY

partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

X The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

X The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

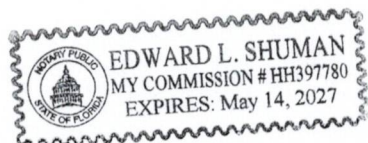
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization of Edwin P. Barfield, as Managing Member, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 14 day of October, 2024.

(stamp)





NOTARY PUBLIC

FIRM INFORMATION

Firm is a:

- () Corporation
() Partnership
() Sole Proprietorship
(X) Other Limited Liability Company (Explain)

Federal Employer Identification Number: 26-2878504

Firm Name: Edwin R. Barfield, LLC, d/b/a Barfield Group

Mailing Address: 3165 McCrory Place, Suite 172
Orlando, FL 32803

Telephone No.: 407-893-5759 Fax No.: 407-705-3934

Email Address: ed@barfieldgroup.com Web Address: www.barfieldgroup.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: 

Name & Title Printed: Edwin R. Barfield - Managing Member

RFQ #24-CM-018
SUB-CONSULTANT LISTING

| Provide a name, and address of all sub-consultants that have the potential to work on this project.

Sub-Consultant:

Phone Number:

Kelly, Collins & Gentry, Inc. (Hal Collins, P.E.)

407-898-7858

1700 North Orange Avenue, Suite 400

Orlando, FL 32804

Intracoastal Builders Corporation (Matt Reimer, GC)

904-509-1345

8833 Perimeter Park Boulevard, Suite 302

Jacksonville, FL 32216

Cornerstone Land Surveying, Inc. (Richard Phillips, P.S.M.) 850-668-7330

2937 Foxcroft Drive

Tallahassee, FL 32309

**Request for Taxpayer
Identification Number and Certification**

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the	4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 5)

**Request for Taxpayer
Identification Number and Certification**

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Edwin R. Barfield, LLC		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 5) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Apply to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 3165 McCrory Place, Suite 172		Requester's name and address (optional)
6 City, state, and ZIP code Orlando, FL 32803		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-					
or									
Employer identification number									
2	6	-	2	8	7	8	5	0	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ► *Edwin R. Barfield*

Date ► 10/14/24

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (Interest earned or paid)

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

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

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

EXHIBIT C

**Edwin R. Barfield, LLC's Lump Sum
Fee Proposal**



November 6, 2024

Whitney Donovan - Purchasing Coordinator
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

Re: City of Mount Dora Appraisal Services – Land and Real Property (RFQ #24-CM-018)
Appraisal Hourly Rate and Explanation

Dear Whitney,

Per your request, I offer the following response concerning our fee rate and the terms that are in our current appraisal services contract with the City:

Appraisal fees are determined by the scope of services for a particular appraisal assignment and are dependent upon identification of the valuation analysis that will be necessary to provide a thorough and well-supported appraisal report. Under USPAP (Uniform Standards of Professional Appraisal Practice), the appraiser is to first determine the appropriate scope of services before identifying the fee to ensure that the client receives an appraisal report that is going to satisfy the client's needs. Thus, there is no "rate schedule" for appraisal services.

The CONTRACTOR's hourly rate for Appraisal Services is \$200; however, each appraisal assignment shall be bid as a lump sum fee that is dependent upon the appraisal scope of services which are identified as being applicable.

Please let me know if there are any questions.

Sincerely,

Edwin R. Barfield, SR/WA
State-Certified General Real Estate Appraiser RZ2594

EXHIBIT D
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Edwin R. Barfield, LLC, a non-governmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.


Authorized Signature

Edwin R. Barfield, LLC
Company

Edwin R. Barfield
Printed Name

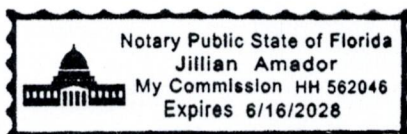
Managing Member
Title

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Edwin R. Barfield LLC, as Managing member of Edwin R. Barfield LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 15th day of October, 2024.

(stamp)




NOTARY PUBLIC



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of the Final Reading and Adoption of **Ordinance 2025-11** Amending the Land Development Code Pertaining to Parking Lots Exempt District

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2025-11 to amend the Land Development Code (LDC) - Parking Lots Exempt District.

Discussion:

Currently, the City of Mount Dora Land Development Code (LDC) prohibits improved parking lots from being developed or redeveloped unless the parking spots are provided elsewhere within the downtown parking exempt district. The intent of this provision was to ensure the number of parking spaces within the downtown parking exempt district would not be eliminated with redevelopment. This regulation has inadvertently discouraged the development of improved parking lots within the downtown exempt district due to the cost and feasibility of providing parking spaces elsewhere within the downtown exempt district, should the property owner wish to redevelop their site. As such, staff recommends amending the LDC to eliminate this requirement.

The sequence of events leading to presentation to City Council are as follows:

1. The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on June 26, 2025, recommended approval of the Amendment to the LDC as contained in the draft ordinance.
2. The City Council, at their regularly scheduled meeting held on August 5, 2025, recommended approval of the First Reading of Ordinance No. 2025-11 and held a hearing for the Second Reading and Final Adoption.

Budget Impact:

There are no budget impacts on the City by adopting this ordinance.

Strategic Impact:

Objective 7.3 - Provide parking management strategies and increase parking space inventory in the downtown area.

Recommendation:

City Council approve the Final Reading of Ordinance No. 2025-11.

Attachment(s):

1. Attachment #1 - Business Impact Estimate - Ordinance 2025-11 - Parking LDC Amendment
2. Attachment #2 - Map of Downtown Parking Exempt District
3. Attachment #3 - Legal Ord Enactment Ad (run on 08.22.2025)
4. Ordinance 2025-11 - LDC Amendment for Parking Lots

Prepared by: Michele Janiszewski, Senior Planner

Reviewed by:

Michele Janiszewski, Senior Planner

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 8/19/2025

Approved - 8/27/2025

Approved - 8/27/2025

Final Approval - 8/27/2025

ATTACHMENT #1

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2025-11

ORDINANCE TITLE: LDC Amendment for Parking within the Downtown Parking Exempt District

DEPARTMENT: Community Development

MEETING DATE: August 5, 2025 (First Reading)

September 2, 2025 (Second Reading and Adoption)

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE; SPECIFICALLY, THIS ORDINANCE AMENDMENTS CHAPTER VI ENTITLED 'DESIGN STANDARDS;' PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

¹ See Section 166.041(4)(c), Florida Statutes.

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City of Mount Dora;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance amends the Land Development Code (LDC) to eliminate the requirement that existing, improved parking lots within the parking exempt district may not be redeveloped unless an equal number of parking spaces are provided within the district.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;

This ordinance will have no direct impact on businesses; the Ordinance is eliminating a regulation pertaining to parking and does not establish additional regulations for businesses.

- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

No new charges nor fees are set forth in the ordinance.

- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No regulatory costs nor fees are associated with this ordinance.

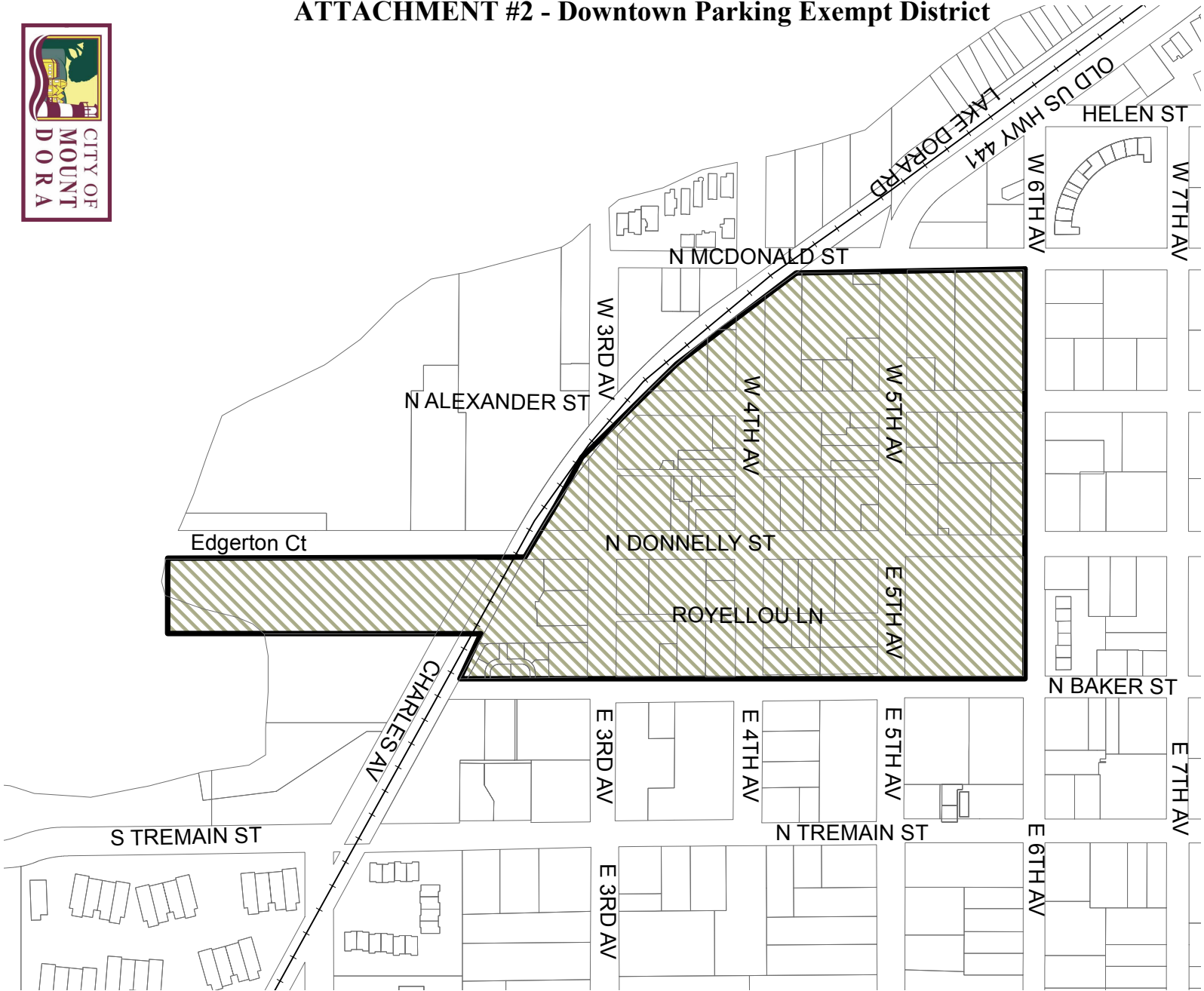
3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This ordinance is not anticipated to affect businesses.

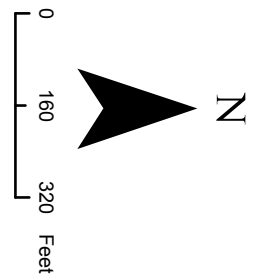
4. Additional information the governing body deems useful (if any):

Not Applicable.

ATTACHMENT #2 - Downtown Parking Exempt District



Legend
 Downtown Exempt District



Downtown Exempt District

ATTACHMENT #3

NOTICE OF PROPOSED ENACTMENT ORDINANCE NO. 2025-11 CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2025-11. The final public hearing on the ordinance will be held on Tuesday, September 2, 2025, at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2025-11 is as follows:

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE CITY OF MOUNT DORA FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE; SPECIFICALLY THIS ORDINANCE AMENDS CHAPTER VI ENTITLED 'DESIGN STANDARDS'; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the City Clerks, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: August 22, 2025

ORDINANCE NO: 2025 - 11

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE; SPECIFICALLY, THIS ORDINANCE AMENDS CHAPTER VI ENTITLED 'DESIGN STANDARDS;' PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 166, confers upon a local government, the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, pursuant to its home rule powers, the City of Mount Dora may regulate land use matters and design standards within the City limits through the adoption of Land Development regulations; and

WHEREAS, from time to time the City of Mount Dora provides updates and amendments to its Land Development regulations; and

WHEREAS, the City finds that the amendments to its Land Development Code, as set forth herein, are consistent with all applicable policies of the City of Mount Dora Comprehensive Plan; and

WHEREAS, the City has determined that the amendments to its Land Development Code, as set forth herein, advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizens of the City of Mount Dora.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE CHAPTER VI, DESIGN STANDARDS. The City of Mount Dora Land Development Code Chapter VI, Design Standards, is hereby revised and amended as follows:

Note: Underlined words constitute additions to existing text, ~~striethrough~~ constitutes deletions from existing text and asterisks (***) indicate omitted parts which are intended to remain unchanged.

CHAPTER VI. – DESIGN STANDARDS

6.5.3. *Downtown exempt district.* The boundary of the downtown exempt district shall be as follows:

Bounded on the south by the southern right-of-way line of the ACL Railroad, with the addition of the west 172 feet of Block 19, Section 30, Township 19 South, Range 27 East (Evans Park), the north by Sixth Avenue, the east by Baker Street and the west by McDonald Street.

Within this district, all new development and redevelopment shall provide off-street parking in the following manner:

1. Hotels, motels, bed and breakfasts, and health care providers shall be required to provide off-street parking on-site;
- ~~2. Existing, improved parking areas shall not be developed unless an equal number of parking spaces are provided within the district;~~
- ~~3.~~ 2. Development, other than development set forth above ~~in paragraphs 1. and 2.~~, occurring pursuant to a site plan approved prior to January 1, 2001, with no extension of such site plan being allowed, shall not be required to provide parking;
- ~~4.~~ 3. A redevelopment or change in use of a structure will not result in an increased or decreased parking requirement for that structure.

SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS.

The City Manager is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed prudent.

SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.

A. The revisions to City of Mount Dora Land Development Code, as set forth in Sections 2 above shall be codified in the City of Mount Dora Code of Ordinances.

B. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Land Development Code.

C. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 5. **SAVINGS CLAUSE.** All prior actions of the City pertaining to the amendments to the City of Mount Dora Land Development Code, as well as any and all other applicable matters, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. **CONFLICTS.** All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. **SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon enactment by the City of Mount Dora.

PASSED AND ADOPTED this ____ day of _____ 2025.

FIRST READING: August 5, 2025

SECOND READING: September 2, 2025

JAMES HOMICH, MAYOR
City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Patrick Brackins, City Attorney



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2025-35**, Adjusting the Electric Base Rate and Power Cost Charge

Introduction:

This is a request for City Council to approve Resolution No. 2025-35, an adjustment of the electric base rate and Power Cost Charge where the net effect of the rate adjustments will be an increase from 5% to 9% on the customer's electric bills. The electric rate adjustments will become effective on utility bills generated on or after October 1, 2025.

Discussion:

The City's electric utility collects revenues by applying electric rates to the power consumed by its retail electric customers. There are two types of electric rates:

1. **Base rates** which are established for each customer class (residential, general service, streetlights)
2. **Power Cost Charge (PCC)** which is charged for each customer class.

Base rates include a fixed monthly customer charge, an energy charge that is a function of monthly energy (kWh) consumed, and a demand charge for large general service customers that is a function of the monthly demand (kW). Base rates are used to pay for operating costs and capital improvements related to the City's electric utility.

The PCC is a separate charge included on all customers' bills and is a function of the monthly energy consumed by each customer. The Power Cost Charge is used to recover the actual costs of wholesale power that is purchased from Orlando Utilities Commission (OUC). The City does not make a "profit" on the PCC – it is simply a billing mechanism to pass through actual wholesale power costs to the City's electric customers and therefore does not require Council approval. However, base rate adjustments as always require a public hearing and Council approval.

The rate adjustments for October 1, 2025, include a 2.23% increase in base rates and a 13.9% increase of the June 2024 Power Cost Charge. The net effect of the rate adjustments will be an increase in customer electric bills from 5.8% to 9.3% depending on the usage. See Attachment 1.

The Power Cost Charge will be increased from the existing rate of \$0.04490 per kWh to \$0.05112 per kWh. This is due to higher fuel costs this past year and forecasted fuel costs for next year. Also, the City maintains a Power Cost Recovery Account to mitigate adverse impacts on electric customers caused by large swings in fuel costs. The funds in this account have been higher than the target balance, so those funds have been used to supplement the Power Cost Charge this past year. We are now adjusting the PCC rate to meet the forecasted fuel cost.

Per Ordinance No. 2018-18, during a year in which no electric rate study is performed, the City shall increase the base rates for the electric utility by the most recently available Annual Price Index compiled by the Florida Public Service Commission. For 2025, the Annual Price Index is 2.23% and is used as an across-the-board increase for all electric base rates. See the new rates on Attachment 2.

Budget Impact:

The new rates are part of the calculations for expected revenues for FY2025-26 budget. No additional change in the budget is needed.

Strategic Impact:

Initiative 3 - Strengthen and expand Mount Dora's structure

Goal 7 - Develop new infrastructure to support sustainable growth management.

Initiative 4 - Provide high-quality City Services that sustain a vibrant, safe, and healthy community

Goal 10 – Ensure safe and reliable electric and water supply

Recommendation:

City Council approve Resolution No. 2025–35, making adjustments to the electric rates for October 1, 2025.

Attachment(s):

1. Attachment #1 - Existing vs Proposed Rates 10-01-25
2. Attachment #2 - Electric Rate Summary 10-01-25
3. Res. No. 2025-35 Electric Base Rate and PCC Adjustment (with Exhibit A)

Prepared by: Steve Langley, Assistant City Manager-Electric Utility Director

Reviewed by:

Steve Langley, Assistant City Manager-Electric Utility Director

Matthew Dodson, Budget Officer

Steven Weber, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 8/20/2025

Approved - 8/20/2025

Approved - 8/20/2025

Approved - 8/27/2025

Approved - 8/27/2025

Final Approval - 8/27/2025

ATTACHMENT #1

City of Mount Dora - Electric Utility Department

Mount Dora Electric Rate Comparisons - Fiscal Year 2026

Existing Rates vs. Proposed Rates

Line No.	Type of Customer and Monthly Usage	Monthly Electric Bill		Higher/(Lower) than Existing Rates	
		Existing Rates ⁽¹⁾	Proposed Rates ⁽²⁾		
		(\$)	(\$)	(\$)	(%)
1	Power Cost Charge - \$/kWh	0.04490	0.05112	0.00622	13.9%
	Residential Customer				
2	250 kWh	36.31	38.43	2.11	5.8%
3	500	60.83	64.79	3.96	6.5%
4	750	85.34	91.16	5.82	6.8%
5	1000	109.85	117.52	7.67	7.0%
6	1250	134.36	143.89	9.52	7.1%
7	1500	158.88	170.25	11.38	7.2%
8	2000	207.90	222.98	15.08	7.3%
9	2500	256.93	275.71	18.79	7.3%
10	3000	305.95	328.44	22.49	7.4%
	General Service - Non Demand - GS				
11	750 kWh	85.34	91.16	5.82	6.8%
12	1000	109.85	117.52	7.67	7.0%
13	1500	158.88	170.25	11.38	7.2%
14	2000	207.90	222.98	15.08	7.3%
15	3000	305.95	328.44	22.49	7.4%
16	6000	600.10	644.82	44.72	7.5%
	General Service - Demand - GSD				
17	75 kW, 15,000 kWh	1,297.07	1,404.01	106.94	8.2%
18	75 kW, 20,000 kWh	1,558.57	1,697.46	138.89	8.9%
19	150 kW, 30,000 kWh	2,567.57	2,780.86	213.29	8.3%
20	150 kW, 40,000 kWh	3,090.57	3,367.76	277.19	9.0%
21	300 kW, 60,000 kWh	5,108.57	5,534.56	425.99	8.3%
22	300 kW, 80,000 kWh	6,154.57	6,708.36	553.79	9.0%
23	500 kW, 100,000 kWh	8,496.57	9,206.16	709.59	8.4%
24	500 kW, 150,000 kWh	11,111.57	12,140.66	1,029.09	9.3%

(1) Based on existing Mount Dora base rates and the October 2024 PCC. Excludes taxes.

(2) Based on Proposed Mount Dora base rates and the October 2025 PCC. Excludes taxes.

ATTACHMENT #2
City of Mount Dora - Electric Utility Department

Comparison of Existing and New Rates Effective 10/01/25

No.	Description (Old/ New)	Units	Existing Rates Effective 06/01/24	New Rates Effective 10/01/25	Higher/ (Lower)
Residential Service					
1	Customer Charge - Single Phase or Three Phase	\$/Month	11.80	12.06	2.2%
2	Energy Charge	\$/kWh	0.05315	0.05434	2.2%
General Service - Non-Demand					
Customer Charge					
3	Single Phase	\$/Month	11.80	12.06	2.2%
4	Three Phase	\$/Month	26.57	27.16	2.2%
5	Energy Charge	\$/kWh	0.05315	0.05434	2.2%
General Service - Demand					
6	Customer Charge	\$/Month	26.57	27.16	2.2%
7	Demand Charge	\$/kW-Mo	6.48	6.62	2.2%
8	Energy Charge	\$/kWh	0.00740	0.00757	2.3%
Public Street & Highway Lighting Service					
175 Watt Mercury Vapor /					
9	175 Watt MV Cobra	\$/Month	12.79	13.08	2.3%
100 Watt High Pressure Sodium /					
10	100 Watt HPS Acorn	\$/Month	13.32	13.62	2.3%
150 Watt High Pressure Sodium /					
11	150 Watt HPS Cobra	\$/Month	11.05	11.30	2.3%
Antique Lights - Highland Phase I & II /					
12	100 Watt HPS Acorn	\$/Month	13.32	13.62	2.3%
Antique Lights - Community Development /					
13	100 Watt MH Acorn	\$/Month	14.21	14.53	2.3%
400 Watt High Pressure Sodium - Palm Island /					
14	400 Watt HPS Shoebox	\$/Month	21.61	22.09	2.2%
15	400 Watt HPS Cobra - Highway	\$/Month	25.19	25.75	2.2%
16	400 Watt MH Shoebox - FBC/BBF	\$/Month	22.88	23.39	2.2%
17	26 Watt FL Acorn	\$/Month	13.53	13.83	2.2%
18	40 Watt FL Acorn	\$/Month	13.53	13.83	2.2%
19	40 Watt LED Acorn - Corncob	\$/Month	10.39	10.62	2.2%
20	55 Watt LED Acorn - Retrofit	\$/Month	12.12	12.39	2.2%
21	66 Watt LED Acorn - Sternberg	\$/Month	20.91	21.38	2.2%
22	110 Watt LED Cobra - Street	\$/Month	12.20	12.47	2.2%
23	80 Watt LED Cobra - Street	\$/Month	10.17	10.40	2.3%
Private Area Lighting Service					
Dusk to Dawn /					
24	100 Watt HPS Dusk to Dawn	\$/Month	12.98	13.27	2.2%
25	57 Watt LED Dusk to Dawn	\$/Month	10.93	11.17	2.2%
Power Cost					
26	Power Cost Charge (PCC) ⁽¹⁾	\$/kWh	0.04490	0.05112	13.9%

(1) October 2025 PCC based on most recent fuel cost projections and revenues

RESOLUTION NO. 2025-35

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO ADJUSTMENTS TO THE ELECTRIC UTILITY POWER COST CHARGE AND BASE RATE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; AUTHORIZING INCREASES TO THE POWER COST CHARGE AND BASE RATES FOR ELECTRIC UTILITY SERVICES IN ACCORDANCE WITH CITY CODE; AUTHORIZING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora owns and operates an electric utility for the benefit of the residents and businesses located within the City's jurisdiction; and

WHEREAS, *Chapter 44 - Utilities* of the Mount Dora Code sets forth the rules and regulations for the City's electric, water, and wastewater utilities; and

WHEREAS, pursuant to Code Sec. 44-255(c)-(d), the City must perform a rate study for its electric utilities no less than every three years and in years where no rate study is performed the City must increase base rates by the most recent available annual price index compiled by the Florida Public Service Commission; and

WHEREAS, pursuant to Code Sec. 44-255(a), the City must adopt the base rate for electric services by resolution after conducting a public hearing on the proposed rate structure changes; and

WHEREAS, pursuant to Code Sec. 44-255(b), the City's Power Cost Charge must be automatically adjusted each October and April with the rate being fixed for the entire six-month period unless significant circumstances warrant changing the Power Cost Charge during such period; and

WHEREAS, the City has determined it is prudent and in the public interest to increase the electric base rates and Power Cost Charge as set forth herein, effective October 1, 2025, to ensure the City collects sufficient revenues to pay for operating costs, wholesale power costs, and capital improvements related to the City's electric utility.

NOW, THEREFORE, be it resolved by the City of Mount Dora, Florida, as follows:

SECTION 1. Legislative Findings and Intent. The City has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Power Cost Charge and Base Rate Adjustments.

A. Effective October 1, 2025, the Power Cost Charge shall be increased from \$0.04490 per kWh to \$0.05112 per kWh.

B. Effective October 1, 2025, the base rates shall be increased monthly, as set forth in **Exhibit A** attached hereto, in accordance with the most recent available annual price index compiled by the Florida Public Service Commission.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be deemed necessary and appropriate to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary, and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to adjustments to the electric utility base rate and Power Cost Charge, as well as all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

[signatures on following page]

PASSED AND ADOPTED this 2nd day of September 2025.

James L. Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

For the use and reliance of City of
Mount Dora only.

Patrick Brackins, City Attorney

EXHIBIT A

City of Mount Dora - Electric Utility Department

Comparison of Existing and New Rates Effective 10/01/25

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Customer Charge					
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Power Cost					
26	Power Cost Charge (PCC) ⁽¹⁾	\$/kWh	0.04490	0.05112	13.9%

(1) October 2025 PCC based on most recent fuel cost projections and revenues



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Fourth Amendment to Mount Dora JPA (Expires February 22, 2026)

Introduction:

This is a request for Council to consider extending the Lake County Joint Planning Agreement until February 22, 2026.

Discussion:

The City has been working collaboratively with Lake County staff on a revised Joint Planning Agreement (JPA). The original agreement, adopted on September 28, 2004, has since been amended twice. The JPA establishes the City's future boundary and remains the foundation of our long-range planning and growth management efforts.

On August 19, City Council discussed the status of negotiations between the City and Lake County to create a mutually acceptable, updated JPA. The Second Amendment to the City of Mount Dora–Lake County Joint Planning Agreement (2nd Amendment) required both parties to use their best efforts to adopt a new JPA within twelve (12) months of the Effective Date of the 2nd Amendment, June 27, 2023.

Since that time, the parties have agreed to several extensions:

- **June 2024:** Extended to December 26, 2024
- **December 2024:** Extended to June 26, 2025
- **June 2025:** Extended to August 26, 2025

Because adoption of a new JPA is not yet complete, and pursuant to the authority provided in Article III, Paragraph 4.a. of the 2nd Amendment, the City and County now propose to extend the term again, until **February 22, 2026**.

Budget Impact:

There is no direct budget impact associated with approval of the revised interlocal agreement.

Strategic Impact:

The JPA supports the City's strategic planning initiatives by clarifying future municipal boundaries, promoting coordination with Lake County, and aiding in infrastructure and land use planning. Adoption of the updated JPA will help guide orderly and managed growth in accordance with the City's vision.

Strategic Initiative 1: Promote Economic Development

Strategic Initiative 2: Beautify Mount Dora

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure

Strategic Initiative 4: Provide High-Quality Services

Recommendation:

Informational

Attachment(s):

1. Fourth Amendment to Mount Dora JPA FINAL - signed

Prepared by: Vince Sandersfeld, City Manager

Reviewed by:

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 8/26/2025

Final Approval - 8/26/2025



COUNTY MANAGER'S OFFICE
P.O. Box 7800 • 315 W. Main St., Suite 308 • Tavares, FL 32778

August 21, 2025

Mr. Vince Sandersfeld, City Manager
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement

Dear Mr. Sandersfeld:

The Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment) calls for the City and the County to use their best efforts to adopt a new Joint Planning Agreement (JPA) within twelve (12) months of the Effective Date of the 2nd Amendment, which was June 27, 2023.

In June of 2024, we agreed to an extension of the 2nd Amendment until December 26, 2024. In December of 2024, we agreed to another extension until June 26, 2025. In June of 2025, we agreed to another extension until August 26, 2025. Since the efforts to adopt a new JPA are not yet complete, through the authority provided in Article III, Paragraph 4.a. of the 2nd Amendment, I propose the time to adopt a new JPA be extended until **February 22, 2026**.

If you, as City Manager for the City of Mount Dora, agree with the Extension, please sign below and return the fully executed letter no later than August 26, 2025.

Sincerely,

Jennifer Barker
County Manager

Enclosures: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment), First Extension Letter, Second Extension Letter, Third Extension Letter

Full execution below constitutes mutual agreement by the City Manager and County Manager and hereby extends the Second Amendment to the City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment), to February 22, 2026.

Jennifer Barker, County Manager

8/25/25
Date

Vince Sandersfeld, City Manager

8/25/2025
Date

P 352.343.9888 • F 352.343.9495
Board of County Commissioners • www.lakecountyfl.gov

1 **SECOND AMENDMENT TO CITY OF MOUNT DORA-LAKE COUNTY**
2 **JOINT PLANNING AGREEMENT**
3

4 This is a Second Amendment to the Joint Planning Agreement is made by and between the City of
5 Mount Dora, a Florida Municipal Corporation (the "City") and Lake County, Florida, a political subdivision
6 of the State of Florida (the "County").
7

8 **PREAMBLE**
9

10 **WHEREAS**, on September 28, 2004, the parties entered into a Joint Planning Agreement (JPA)
11 for purposes of ensuring that the lands in the joint planning area are developed in a way that will ensure
12 efficient provision of public infrastructure and services; and
13

14 **WHEREAS**, on March 3, 2015, the parties entered into a First Amendment to the JPA to adjust
15 the boundary for the joint planning area in the vicinity of Bay Road and Old Highway 441; and
16

17 **WHEREAS**, the parties now desire to further amend the JPA to remove provisions that may be
18 deemed contrary to current law; and
19

20 **WHEREAS**, the parties have determined that this amendment is in the best interests of the public
21 health, safety, and welfare.
22

23 **NOW, THEREFORE**, the City and the County hereby agree as follows:
24

25 **Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by
26 reference.
27

28 **Section 2. Amendment.** Article III, entitled *Creation of Joint Planning Area*, of the original
29 agreement dated September 28, 2004, is hereby replaced in its entirety to read as follows:
30

31 **ARTICLE III – CREATION OF JOINT PLANNING AREA**
32

33 1. The Joint Planning Area shall consist of those lands identified in **Exhibit "A"** attached
34 hereto and shall supersede the area as amended through the First Amendment to this Agreement. Any
35 conflict between the Joint Planning Area described in **Exhibit "A"** attached to this Second Amendment
36 and any other prior depicted or established joint planning area, the Joint Planning Area set forth in this
37 **Exhibit "A"** shall prevail.
38

39 2. The County and the City will use their best efforts to incorporate the terms and conditions
40 of this agreement along with the boundaries of the Joint Planning Area into the Future Land Use Maps of
41 their respective plans. The County and the City will use their best efforts to amend their Land Development
42 Regulations to incorporate the terms and conditions stated herein. The County and the City will use their
43 best efforts to implement the ideas set forth in Article V hereof.
44

45 3. a. It is the intent of the City and the County that the comprehensive plans of the City
46 and the County shall ensure that the lands in the Joint Planning Area are developed consistent with
47 development within the City, and, at the same time, develop in a way that will ensure efficient provision of
48 public infrastructure and services in this area. Any property annexed subsequent to the adoption hereof shall
49 be limited to a maximum density no greater than the highest density allowed within the Future Land Use
50 category established for the property by the County immediately prior to annexation.

Second Amendment to the Mount Dora and Lake County Joint Planning Agreement

b. The amendments contemplated in paragraph a, above, shall cover growth management issues and may include, but are not limited to, the following topics:

- (1) Timing of urban growth
- (2) Density of urban and pre-urban areas
- (3) Limiting private utility providers to areas outside the JPA
- (4) Environmental resource management, including potential greenbelt areas
- (5) Innovative and flexible planning such as mixed-use, clustering and open space provisions
- (6) Transportation planning consistent with Lake County transportation plan

4. a. It is the intent of the City and the County that the lands in the Joint Planning Area are developed consistent with development within the City. In order to accomplish this goal, the City and the County agree that within twelve (12) months of the Effective Date of this Amendment, the parties shall use their best efforts to adopt a new JPA as part of the countywide planning initiative which shall apply within both the incorporated and the unincorporated portions of the Joint Planning Area. Failure to adopt a new JPA in the twelve (12) month period set forth herein shall not invalidate the effectiveness of this Agreement. Extensions of the twelve (12) month period may be mutually agreed upon by the City Manager and County Manager without requiring a further amendment to this Agreement.

b. In the interim time between the Effective Date of this amendment and the adoption of new JPA, the County shall continue to provide development applications to the City for review in accordance with Article IV. The City shall not require a development review fee from the applicant to provide comments to the County, unless the review is related to the developer applying to the City for review of utilities or infrastructure improvements, then the applicant will be charged all pass-through fees and permit fees. Comments will be directed to the County, with a copy to the applicant.

c. If the property owner voluntarily applies to annex into the City under Section 171.044, Florida Statutes, at time of annexation, the County's Land Use and Zoning shall remain in effect until a formal application for Land Use and/or Zoning map amendment are submitted to the City by the property owner.

5. a. The City shall annex only lands in the Joint Planning Area and shall not annex any lands outside of the Joint Planning Area without amendment of **Exhibit "A"** of this Agreement. As real property within the area depicted as unincorporated is annexed into the City, it shall be unnecessary to amend this Agreement or **Exhibit "A"**.

b. Terms of Annexation Related to Transfer of Infrastructure. All future municipal annexation-related transfers of infrastructure shall occur consistent with the following terms: Upon annexation of a sum greater than fifty (50%) of the existing front footage of properties abutting any subject road right-of-way, other than a State of Florida operated and maintained right-of-way, located between the two nearest collector streets (or streets with a higher classification) intersecting rights-of-way (i.e. cross streets), except for existing County roads currently being maintained within the City, as set forth herein below, the City shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to an annexation shall include the entire width of the right-of-way adjacent to annexed properties.

Second Amendment to the Mount Dora and Lake County Joint Planning Agreement

The following list of County roads shall not require assumption of maintenance:

1. Wolfbranch Road
2. Robie Avenue;
3. Old Highway 441;
4. CR 19A;
5. Britt Road; and
6. Round Lake Road.

c. Terms of Non-Annexation Related Transfer of Infrastructure and Right-of- Way. Transfers of maintenance responsibility and ownership from the County to the City related to road rights-of-ways and their associated drainage facilities not associated with an annexation shall require an agreement between the City and the County.

6. County Right-of-Way Maintenance Responsibility. Unless this Agreement is modified pursuant to Article V below, the County agrees to continue to maintain, regardless of any adjacent annexations, the particular roadways, or segments thereof, and associated drainage facilities within the JPA specifically identified in the list contained in Section 5.b above. The County agrees to continue to maintain these facilities until transferred to the City in accordance with the terms of this Agreement, or as this Agreement is modified pursuant to Article V below. Upon execution of this Agreement, any new roads constructed by the County in the City shall be maintained and owned by the County.

Section 3. Retroactive Application. This Second Amendment shall have retroactive application to and including April 23, 2023, and shall supersede that written notice of termination of the JPA provided by the County on October 25, 2022.

Section 4. Other Provisions. All other provisions of the original JPA shall remain in effect unless otherwise amended in writing or terminated by one or both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amended Agreement on the respective dates under each signature: the COUNTY through its Board of Commissioners, signing by and through its Chairman, duly authorized to execute same by Board action, and the CITY through its City Council, signing by and through its Mayor, duly authorized to execute same by Council action.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Kirby Smith, Chairman

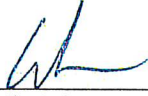
This 27th day of June, 2023.

Approved as to form and legality:

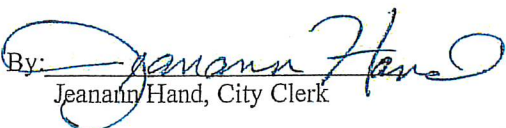
Melanie Marsh, County Attorney

Second Amendment to the Mount Dora and Lake County Joint Planning Agreement

CITY OF MOUNT DORA, FLORIDA

By: 
Crissy Stile, Mayor

ATTEST:

By: 
Jeanann Hand, City Clerk

Approved as to form and legality
as to the City of Mount Dora, only.

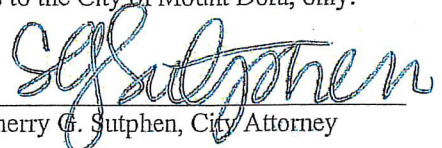
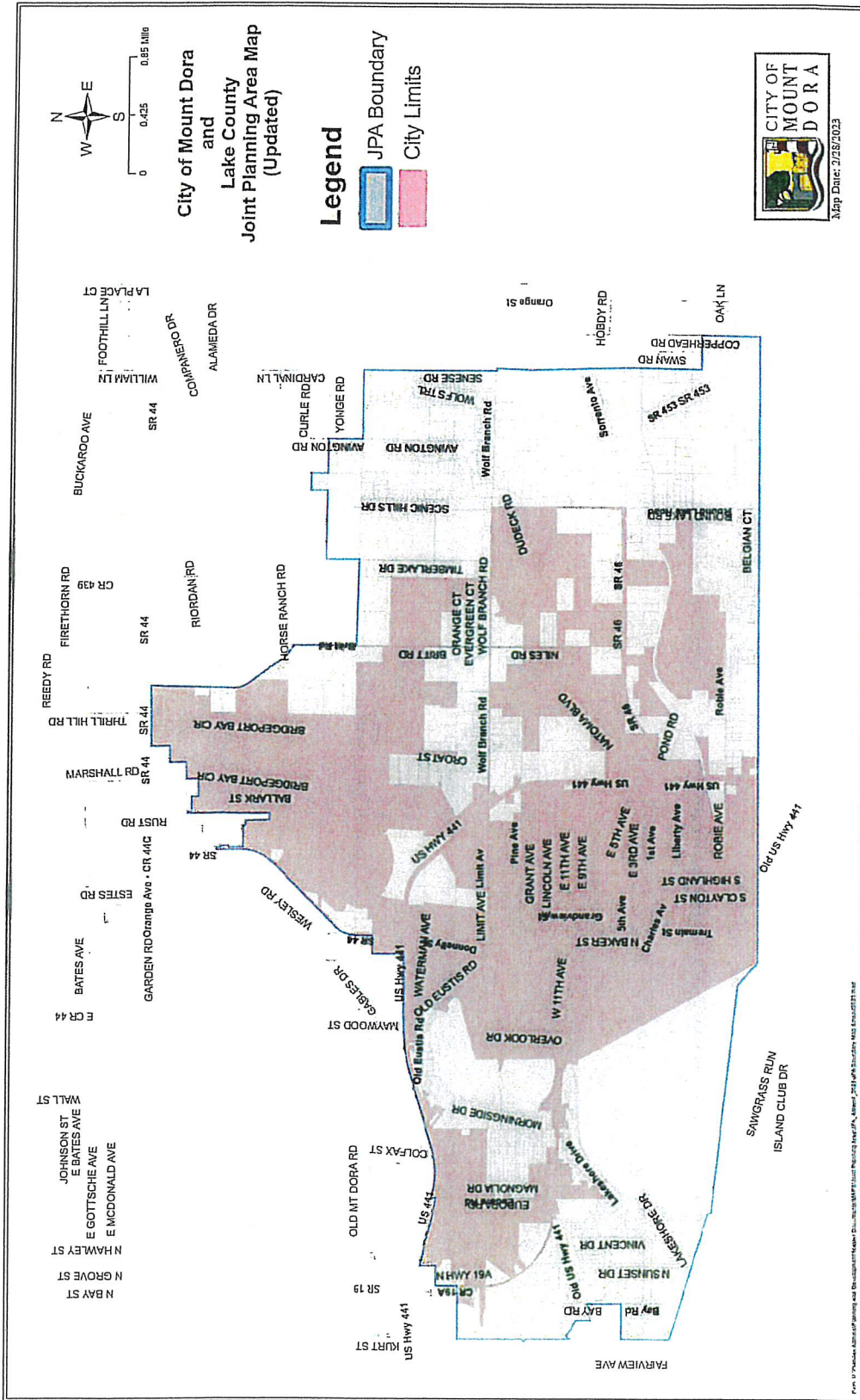

Sherry G. Sutphen, City Attorney

Exhibit "A"





COUNTY MANAGER'S OFFICE
P.O. Box 7800 • 315 W. Main St., Suite 308 • Tavares, FL 32778

June 21, 2024

Mr. Vince Sandersfeld, City Manager
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement

Dear Mr. Sandersfeld:

The Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment) calls for the City and the County to use their best efforts to adopt a new Joint Planning Agreement (JPA) within twelve (12) months of the Effective Date of the 2nd Amendment, which was June 27, 2023.

Since the efforts to adopt a new JPA are not yet complete, through the authority provided in Article III, Paragraph 4.a. of the 2nd Amendment, I propose the time to adopt a new JPA be extended until **December 26, 2024**.

If you, as City Manager for the City of Mount Dora, agree with the Extension, please sign below and return the fully executed letter no later than June 26, 2024.

Sincerely,

Jennifer Barker
County Manager

Enclosure: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment)

Full execution below constitutes mutual agreement by the City Manager and County Manager and hereby extends the Second Amendment to the City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment) to December 26, 2024.

Jennifer Barker, County Manager

6/21/24
Date

Vince Sandersfeld, City Manager

6/24/2024
Date

P 352.343.9888 • F 352.343.9495
Board of County Commissioners • www.lakecountyfl.gov



COUNTY MANAGER'S OFFICE
P.O. Box 7800 • 315 W. Main St., Suite 308 • Tavares, FL 32778

November 25, 2024

Mr. Vince Sandersfeld, City Manager
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement

Dear Mr. Sandersfeld:

The Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment) calls for the City and the County to use their best efforts to adopt a new Joint Planning Agreement (JPA) within twelve (12) months of the Effective Date of the 2nd Amendment, which was June 27, 2023.

In June of 2024, we agreed to an extension of the 2nd Amendment until December 26, 2024. Since the efforts to adopt a new JPA are not yet complete, through the authority provided in Article III, Paragraph 4.a. of the 2nd Amendment, I propose the time to adopt a new JPA be extended until **June 26, 2025**.

If you, as City Manager for the City of Mount Dora, agree with the Extension, please sign below and return the fully executed letter no later than December 10, 2024.

Sincerely,

Jennifer Barker
County Manager

Enclosures: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment), First Extension Letter

Full execution below constitutes mutual agreement by the City Manager and County Manager and hereby extends the Second Amendment to the City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment) to June 26, 2025.

Jennifer Barker, County Manager

11/19/24

Date

Vince Sandersfeld, City Manager

11/25/2024

Date

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Board of County Commissioners • www.lakecountyfl.gov



COUNTY MANAGER'S OFFICE
P.O. Box 7800 • 315 W. Main St., Suite 308 • Tavares, FL 32778

June 4, 2025

Mr. Vince Sandersfeld, City Manager
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement

Dear Mr. Sandersfeld:

The Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment) calls for the City and the County to use their best efforts to adopt a new Joint Planning Agreement (JPA) within twelve (12) months of the Effective Date of the 2nd Amendment, which was June 27, 2023.

In June of 2024, we agreed to an extension of the 2nd Amendment until December 26, 2024. In December of 2024, we agreed to another extension until June 26, 2025. Since the efforts to adopt a new JPA are not yet complete, through the authority provided in Article III, Paragraph 4.a. of the 2nd Amendment, I propose the time to adopt a new JPA be extended until **August 26, 2025**.

If you, as City Manager for the City of Mount Dora, agree with the Extension, please sign below and return the fully executed letter no later than June 15, 2025.

Sincerely,

Jennifer Barker

Jennifer Barker
County Manager

Enclosures: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment), First Extension Letter, Second Extension Letter

Full execution below constitutes mutual agreement by the City Manager and County Manager and hereby extends the Second Amendment to the City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment), August 26, 2025.

Jennifer Barker

Jennifer Barker, County Manager

04/06/25

Date

6/4/2025

Date

Vince Sandersfeld
Vince Sandersfeld, City Manager

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Board of County Commissioners • www.lakecountyfl.gov

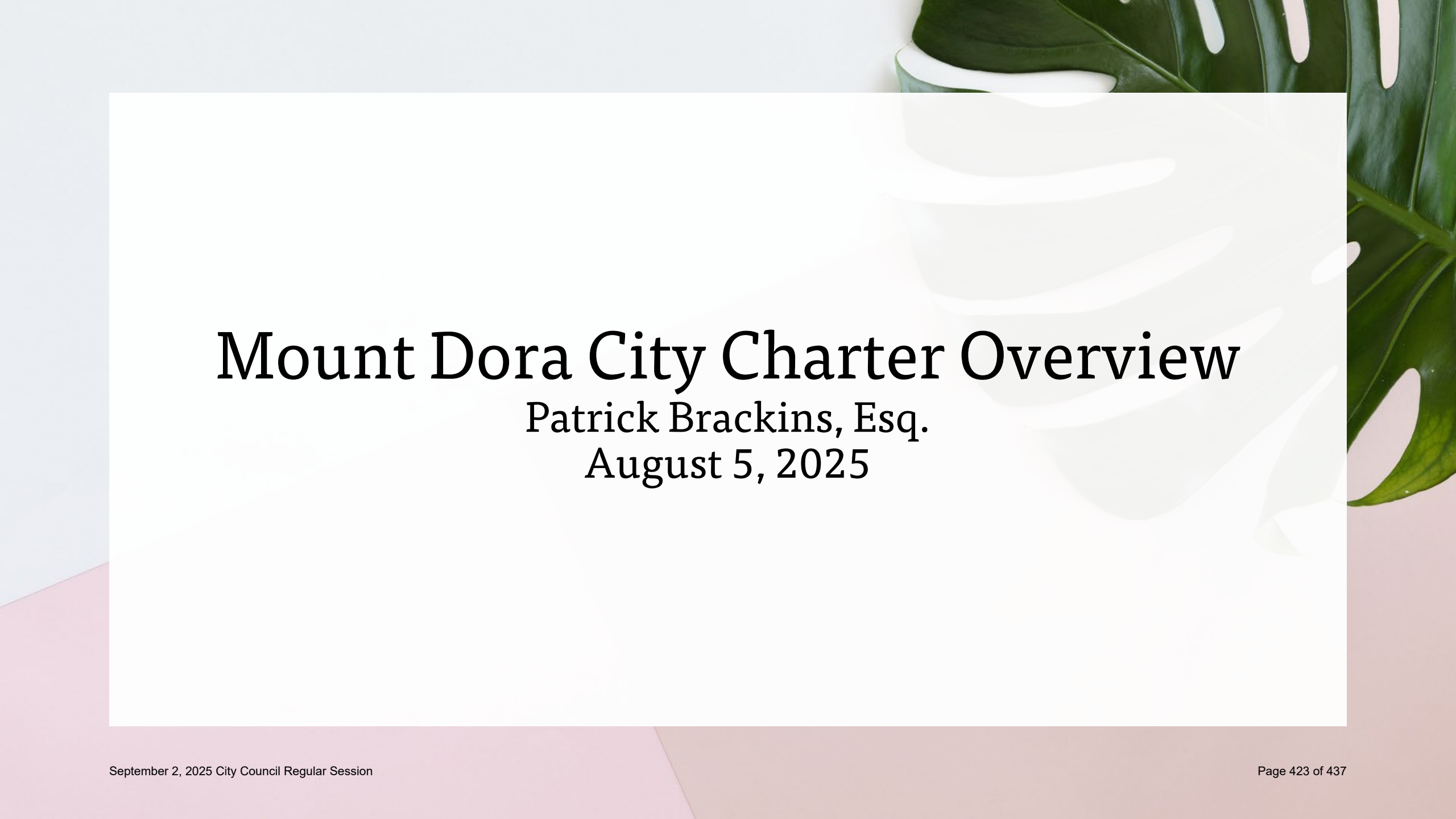
Anthony Sabatini
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Camplone
District 4

Timothy Morris
District 5



Mount Dora City Charter Overview

Patrick Brackins, Esq.
August 5, 2025

Agenda

- Forms of Municipal Government
- Mount Dora's Form of Government
- Duties of Mayor
- Duties of Manager
- Mayor as Presiding Officer During Meetings
- Adoption of Agenda and Changes to Agenda

Forms of Municipal Government in Florida

- Council-weak mayor: council shares all powers; about 80 cities in Florida with populations less than 25,000
- Council-strong mayor: an elected executive implements council actions and administers the city; about 40 Florida cities in all populations (Apopka, Eatonville, Orlando)
- Commission: each elected official oversees one or more departments autonomously; come together as legislative body; only around 2 Florida cities have this form
- Council-Manager or Commission-Manager: professional manager appointed by mayor and council to administer city, prepare agenda, recommend actions to council, and present a budget each year; about 280 Florida cities of all populations (Mount Dora)

Mount Dora City Charter

- Provides for a Council-Manager form of government
- **Article I, Section 3. Government** – The municipal government provided by this Charter shall be known as the “**council-manager form of government.**” Except as otherwise provided by this Charter or state law, all powers of the city are vested in the elected city council. The city council shall appoint a city manager and a city attorney. Notwithstanding any other Charter provision or ordinance to the contrary, the city council, in its sole and absolute discretion, shall have appointment and removal authority over these appointed officials. The city council, in its sole and absolute discretion, may create or abolish, by ordinance, any boards as it may deem advisable. The city council, in its sole and absolute discretion, may create or abolish, by resolution, any ad hoc committee it may deem advisable.

Council-Manager Form of Government (generally)

Council's Responsibilities:

- Establishing policy (resolutions)
- Passing ordinances
- Voting appropriations
- Acts as governing body
- Appoints City Manager

City Manager's Responsibilities:

- Hired by Council
- Serves as chief executive or administrative officer
- Implements and enforces city policies
- Manages department and staff
- Provides recommendations to Council
- Supervises City operations

Non-interference (2024 Amendment)

In 2024, the voters approved adding the following section to Art. II., Sec. 9(b) of the Charter:

Interference with administration. Except for the purpose of formal inquiries or investigations authorized by the city council, the city council or its members shall not give orders or direction to city officers and employees who are subject to the direction and supervision of the city manager.

Duties of Mayor

“The Mayor is a member of the city council for all purposes.” (Art. II. Sec. 4)

Article IV Mayor, Section 18 – Powers and duties. The mayor shall have the following powers and duties:

- (a) The mayor shall have no administrative duties except as set forth herein;
- (b) To preside at all meetings of city council;
- (c) To be the head of city government for those purposes, including, but not limited to, martial law, civil defense, service of process, execution of contracts, deeds, other legal documents, to represent the city in all agreements with other governmental entities or certifications to other governmental entities and any other responsibility assigned by the city council;
- (d) To be, or designate, the official spokesperson for the City of Mount Dora;
- (e) To take necessary action in emergency situations. These emergency powers of the mayor shall not extend beyond the next meeting of the city council;
- (f) To annually prepare a state of the city message; and
- (g) To yield the chair during meetings for the purpose of making motions.
- (h) The mayor, or the mayor’s designee, shall report to the city council the existence and basis of any legal claim against the City of Mount Dora [*In practice, this is the City Attorney’s responsibility*]

Duties of City Manager

- The city manager shall be responsible to the city council for the administration of all city affairs placed in his charge. Article V, Section 19
- Article V City Manager, Section 23 – Powers and duties. The city manager shall have the following powers and duties:
 - (a) To hire, appoint, suspend, transfer, demote, or remove all city employees in accordance with all applicable laws and policies adopted by the city council;
 - (b) To direct and supervise the administration of all departments, offices, and agencies of the City of Mount Dora, except as otherwise provided by Charter or law;
 - (c) To attend all council meetings whereupon the city manager shall have a right to take part in any discussion, but not the right to vote;
 - (d) To see that all laws, provisions of this Charter, and acts of the city council, which are subject to enforcement by the city manager or city employees, are faithfully executed;

Duties of City Manager – cont.

- Article V City Manager, Section 23 – Powers and duties. The city manager shall have the following powers and duties (continued):
 - (e) To prepare, submit, and administer the annual budget;
 - (f) To make all reports as the city council may require concerning the City of Mount Dora;
 - (g) To advise the city council fully as to the financial condition and future needs of the City of Mount Dora;
 - (h) To make any recommendations to the city council concerning the affairs of the City of Mount Dora that the city manager deems appropriate;
 - (i) To co-sign, or attest to, contracts on behalf of the City of Mount Dora pursuant to the ordinances, resolutions, and other actions of the city council; and
 - (j) To perform such other duties as are specified in this charter or as may be required by the city council.

Mayor as Presiding Officer

- Article IV, Section 18(b) provides the Mayor shall preside at all meetings of city council
- What does presiding over meetings entail?

According to Robert's Rules of Order (12th Edition) §47:7, the presiding officer's duties are to:

- Open and call to order the meeting
- Announce in proper sequence the business that comes before the council
- Recognize members who are entitled to the floor
- To state and put to vote all questions before the council
- Protect the council from obviously dilatory motions
- Enforce the rules relating to debate, order, and decorum
- Expedite business compatible with the rights of members
- Decide all questions of order, subject to appeal from the council
- Respond to inquiries of members related to parliamentary procedure or factual information
- Authenticate by his or her signature, all acts, orders, and proceedings of the council
- Declare the meeting adjourned
- Example – Chair has the authority to assign or move the seating arrangements of members of council subject to an appeal of the members

City Council Agenda

- Robert's Rules of Order (12th Edition) provides the procedures (guide) for adopting and changing the agenda
- Prevents any one member from unilaterally removing items from the agenda [absent a vote or city]
- Procedure for Adoption of Agenda (§41:61)
 - Performed at the outset of the meeting [Approval of Agenda]
 - Adopted by majority vote
 - Once adopted, it is then the order of business for the meeting
- Procedure for Changing an Agenda (§41.63)
 - When the adoption of a proposed agenda is pending during the meeting, it is subject to amendment by majority vote
 - After adoption of agenda, no change can be made in it except by a two-thirds vote, a vote of a majority of the entire membership, or unanimous consent
 - Roberts Rules of Order is not, by Ordinance or Charter, the mandatory procedure for parliamentary procedures in Mount Dora, but it is the most widely respected and utilized parliamentary procedures in the world

City Policy for Agenda Items (2018 attached)

- **Purpose:** The City Manager, City Clerk and Mayor shall prepare agendas for all formal and informal meetings.
- **Policy:** All documents to be considered at a City Council meeting must be delivered to City Manager within the time frame determined by him or her. The clerk shall arrange an agenda list and submit to City Council on Thursday before a scheduled City Council meeting.
- **Councilmembers:** Any Councilmember may request an item to be added to a future agenda by bringing up the item under Other Business and obtaining consensus from the entire City Council for the future agenda.
- **Modifications:** The Mayor may make changes to the order of the agenda.
- **Removing an Agenda Item:** Removing an agenda item per the request of City Council or the City Manager may be made by majority vote or consensus of City Council.
- Thus, any single Councilmember **may not remove** an item on the agenda after the agenda has been published.

Examples

1. The Procedure Works, Best Practices, and the JPA example
2. Inconsequential Matters
3. Other Examples - Contracts, Policies, Intervening Events
4. Hypothetical Example Raised By Councilmember Walker

Questions?

City of Mount Dora

Placement of Items on City Council Agenda

Responsible Dept.: Legislative	Approved: <u>Robin R. Hayes</u> Robin R. Hayes, City Manager
Mayor Approval: <u>[Signature]</u> (Signature)	Date: <u>October 29, 2018</u>

Purpose: The City Manager, City Clerk and Mayor shall prepare agendas for all formal and informal meetings.

Policy

All reports, communications, ordinances, resolutions, contract documents or other matters to be considered at a City Council meeting must be delivered to the City Manager's Office within the time frame determined by him or her. The office of the City Clerk shall arrange an agenda list, with all attachments and back-up information to be submitted to the City Council on Thursday, the week before a scheduled City Council meeting.

Councilmembers

Any Councilmember may request an item be added to a future agenda by bringing up the item under Other Business and obtaining consensus from the entire City Council for the future agenda.

Public

A member of the public may make a written request to an Elected Official or to the City Manager for a future agenda. Should such a request be made to a City Council member, the City Council member may present it to the City Manager or Mayor for consideration and preparation for a future agenda.

Modification of Agenda

The Mayor may make changes to the order of the agenda. Such changes shall be announced after Public Appearances and must be listed in the minutes under *Adjustments to the Agenda*.

The following adjustments to the agenda may be made by majority vote or consensus of City Council:

1. Removing an agenda item per the request of City Council or the City Manager.