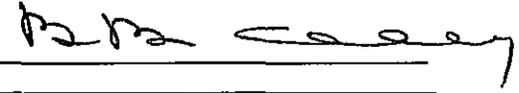


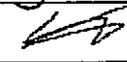
**CITY OF PALMER ACTION MEMORANDUM**

**SUBJECT:** Authorize the City Manager to Publish a Request for Qualifications for Real Property Appraisal Services

**AGENDA OF: May 13, 2008**

**Council action:** Authorized

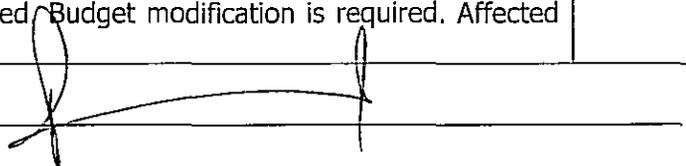
**Approved for presentation by B. B. Allen, City Manager** 

Route To:	Department/Individual:	Initials:	Remarks:
x	Originator – City Manager		
x	City Clerk		
x	City Attorney		
	Director of Public Safety		
	Director of Administration		
	Director of Community Services		
	Director of Public Works		

**Attachment(s):** Request for Qualifications, Professional Services Agreement

**Fiscal note:**

x	Fiscal impact. Unknown at this time; the RFQ will provide costs.	
	Funds are budgeted from this account number:	
	Funds are not budgeted / Budget modification is required. Affected account number:	

Finance Director Signature: 

**Summary statement:** The City has a need to have a variety of land parcels appraised. The City Manager proposes the issuance of a Request for Qualifications (RFQ) for Real Property Appraisers to provide professional appraisal services to establish the Fair Market Value for Tract A, Arbor Estates which houses half of the University of Alaska Arboretum. The RFQ also addresses the need for professional appraisal services to establish the Fair Market Rent for airport aeronautical, non-aeronautical, and agricultural land leases and Fair Market Rent for lease of airport owned structures. The RFQ proposes to establish a professional relationship between the City and the successful consultant, who will then be available to provide other appraisals as required for a term of two years. Once an appraiser has been qualified, a future action memorandum will identify specific costs.

**Administration Recommendation:** Approve action memorandum no. 08-033.

**REQUEST FOR QUALIFICATIONS and PROPOSAL  
RFQ 08-001**

**REAL PROPERTY APPRAISERS**

**City of Palmer, Alaska**

**Purpose:**

It is the intent of the City of Palmer to contract for professional services of a qualified real estate appraiser to provide appraisal services for two initial projects described in Attachment A and on an as-needed basis thereafter for the term of the contract. Service requirements beyond two initial projects will be determined by actual need. No guarantee of the actual service requirements beyond the initial two projects is implied or expressed by this solicitation.

**Response Deadline:**

Sealed responses for **RFQ 08-001, Real Property Appraisers**, will be received until **4:00 p.m. May 30, 2008**, at the Palmer City Hall, Attn. Bill Allen, 231 W. Evergreen Avenue Palmer, Alaska 99645. All sealed responses being hand-delivered must be time stamped and logged in at the information desk. The sealed envelopes must be clearly marked "**Appraisal Services Proposal**". Please include one unbound original and three copies. The City assumes no responsibility for responses received after the due date and time, or at any office other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. Late responses shall be returned unopened, and shall not be considered for selection. There will be no exception to this policy.

**I. GENERAL INFORMATION**

**Contact:**

Questions from prospective candidates/firms can be directed to Bill Allen at [ballen@palmerak.org](mailto:ballen@palmerak.org).

**Interpretation and Addenda:**

Any request for interpretation or requests for changes to response specifications received by the City before 4:00 p.m. May 23, 2008, will be given consideration. All requests should be faxed to 907-745-3203, Attn: Bill Allen or emailed to [ballen@palmerak.org](mailto:ballen@palmerak.org). Any changes made to the RFQ will be made in writing in the form of an addendum and if issued, will be mailed or sent by available or electronic means to all prospective Respondents prior to the established response opening date. The vendor shall acknowledge receipt of such addenda in the space provided therefore in the Bid/Response form.

In the event any vendor fails to acknowledge receipt of such addenda or addendum, his/her Proposal will nevertheless be construed as though it has been received and acknowledged and the submission of his/her proposal will constitute acknowledgement of the receipt of same. All addenda are a part of the Proposal Documents and each vendor will be bound by such addenda, whether or not received by the vendor. It is the responsibility of each vendor to verify that he/she has received all addenda issued before the proposals are due.

**Term:**

It is the intent of the City to enter into a contract with the successful proposer for a two year term. Contract may be renewed for two additional one year periods, under the same terms and conditions. The vendor may present justification for a cost of living increase for each renewal term which will be reviewed with fifteen (15) days of receipt by the City.

**Cancellation Clause:**

It is mutually agreed that either the City or the vendor has the right to terminate this agreement without cause or without liability whatsoever upon thirty (30) days written notice.

**Expenses Incurred in Preparation and Submittal of Proposal:**

The vendor shall be fully responsible for any and all expenses incurred in the preparation and submittal of this proposal. The City will accept no financial responsibility whatsoever as it relates to this proposal.

NOTE: Respondents should familiarize themselves with the provisions of the Public Records Law, AS 40.25.110-120. Contents of proposals, bid tabulations and evaluations will become a public record pursuant to AS 40.25.110-120 upon the City Council's approval of a contract award.

**II. ESSENTIAL COMPONENTS OF THE APPRAISAL REPORT:**

The appraisal reports must comply with the Uniform Standards of Professional Appraisal Practice (USPSP) Standards Rule 2-2(b) as promulgated by the Appraisal Foundation and appraisal guidelines of the Appraisal Institute. To include, but not limited to: (1) factual information pertinent to the subject property, (2) prevailing trends affecting value, (3) analytical reasoning used in determining the subject property's highest and best use, and (4) support of a value conclusion.

- a) Real estate identification
- b) Interest appraised
- c) Purpose of appraisal
- d) Define value to be estimated
- e) Effective valuation date
- f) Identify the process of collecting, confirming and reporting data
- g) Assumptions and limiting conditions that affect analysis, opinions and conclusions
- i) Information considered, procedures followed, reasoning to support analysis and opinions
- j) analysis and opinions
- k) Highest and best use
- l) Exclusion of any usual valuation approach must be explained
- m) Compliance with, or departure from, specific guidelines
- n) Signed certification in accordance with Standards Rule 2-3.

**III. SCOPE AND REQUESTED SERVICES:**

The firm selected must demonstrate expertise in the following areas:

- A. The appraisal projects that may be worked on during the contract period may include:
  1. Road rights-of-way
  2. Airport property
  3. Parks and other government property
  4. Developed and underdeveloped property/commercial, professional, residential, etc.
- B. The selected firm will serve as the City's real property appraiser/consultant for general acquisition of related projects for a renewable two (2) year period. Services to be performed

during this period may include court hearings for eminent domain rights and additional professional services.

#### IV. SUBMITTAL REQUIREMENTS:

Qualification Statements shall be prepared utilizing the following format:

- a) Letter of Transmittal (2-page maximum) indicating the firm's willingness to enter into a contract with the City of Palmer signed by an officer of the company who has the authority to commit their firm to the proposed project.
- b) Qualifications
- c) Employment/Firm Background
- d) Professional Licenses including a copy of the State of Alaska
- e) License
- f) Organizational profile with personal work history
- g) Education/Courses/Seminars
- h) Client References
- i) Location of office
- j) Professional Designations and Organizations
- k) Expert Witness References
- l) Certificates of Insurance

Information shall be provided in a booklet form with required qualification sections. The Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of each section. Standard brochures and specifications may be submitted as additional material, but shall not be submitted as the primary qualification data. The qualification document shall be limited to twenty-five (25) pages. The Insurance Certificate(s) and sections dividers will not count against the twenty-five (25) page limitation.

#### V. METHOD OF SELECTION

##### Selection Process:

From the responses received, the City anticipates at least two (2) *firms/individuals* may be selected for further evaluation based on the established evaluation criteria. These firms/individuals may be requested to submit additional information concerning their financial capabilities for carrying out the work, past performance with previous work, references, etc. These firms/individuals may be required to make an oral presentation to the Selection Team. Such a presentation will provide an opportunity for the firms to clarify the information provided in their proposal. If oral presentations are given, the final decision of the Selection Team will be based only on the tabulation from the oral presentations, the initial ranking will not be used. The Selection Team will present its recommendations to the Palmer City Council, which has the authority to make the final determination and award contracts.

##### Evaluation Criteria:

The qualifications shall be evaluated using the following criteria:

Criteria: Points:

1. FIRMS QUALIFICATIONS – Provide a brief description of your firm's background, scope and nature of services routinely provided by your firm. Identify the type of business (corporation, partnership, sole proprietor, etc.). 40

2.	PROJECT TEAM - Provide information on the qualifications and work histories of proposed key personnel on a project of this type. Include organization profile and proposed project management; Specific names and functions of personnel assigned to the project; evidence of current professional registration for each person identified, please provide the percentage of time the person is expected to work on the project.	20
3.	RELEVANT EXPERIENCE – Provide detailed relevant experience of similar projects which includes names of clients, contact person and current phone numbers, brief description of service performed, date of service. The City may contact any or all of the listed clients for a reference.	20
4.	PROJECT APPROACH – Describe the methodology to be employed in completing the tasks and deliverables of this RFP.	10
5.	PROPOSED FEE – The cost the offerer proposes to the City for performance of the services required under this solicitation.	<u>10</u>
	<b>MAXIMUM TOTAL POINTS</b>	<b>100</b>

**Final Selection:**

The City will enter into negotiations with the firm evaluated to be the most qualified firm submitting a proposal based on the criteria defined above. If fair and reasonable compensation, contract requirements, and contract document can be agreed upon with the most qualified proposer, the contract will be awarded to that firm.

**VI. GENERAL BID & PROPOSAL SPECIFICATIONS**

The following specifications must be adhered to in order to qualify your bid:

- A. Submit one unbound original and three copies of the sealed bid or proposal to:  
City of Palmer  
Attn: Bill Allen  
231 W. Evergreen Avenue  
Palmer, Alaska 99645
- B. Outside of sealed envelope **MUST** be clearly marked "**Appraisal Services Proposal**". If the envelope is not marked and is opened in error, the proposal/bid may be disqualified.
- C. Any envelope received after the time specified on the Request For Qualifications will be refused and will be returned unopened to the originator. It is the responsibility of the proposer to make sure the document is delivered by the deadline. If the courier service chosen arrives after the deadline, the delivery time will be recorded on the bid envelope before being returned to the sender. There are no exceptions to this policy. If a copy of the Proposal score sheet is being requested, please include a stamped, self-addressed envelope with your proposal.

**Protest:**

A protest based on alleged improprieties or ambiguities in this request for qualifications must be filed at least (ten) 10 days before the due date of the proposal. Vendors wishing to file a formal bid protest concerning an bid award/recommendation shall submit the protest in writing

including the name, address, telephone number, and continuously operating fax number of the protester, identification of the request at issue, and a detailed statement of the legal and factual grounds for the protest to the City Manager's Office, Attn: B.B. Allen, 231 W. Evergreen Avenue, Palmer, Alaska 99645 within two working days after a notice of intent to award the contract is issued pursuant to Palmer Municipal Code 3.21.290. Upon receipt, the City Manager will review the protest. The City shall send a written response regarding the protest to all the vendors that participated in the bid submittal.

**Nondiscrimination:**

City of Palmer policy requires contractors, vendors, or other entities that conduct programs, services or activities on behalf of the City to comply with the requirements of the Americans with Disabilities Act. Furthermore, City policy requires that vendors, contractors, consultants will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status.

Contractors shall be properly licensed and insured in accordance with City policy and codes.

**VII. MINIMUM INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. Insurance shall be obtained from insurance companies that are permitted carriers by the state of Alaska for the types of insurance required by the City.

<u>Worker' Compensation</u>	<u>Minimum Limits</u>
\$500,000 Employers Liability and Worker' Compensation as required by Alaska State Workers' Compensation statutes	Statutory
<u>Comprehensive General Liability</u>	<u>Minimum Limits</u>
Bodily Injury and Property Damage Liability	\$1,000,000
Premises Operations including explosion, collapse, and underground; Products and Complete Operations; Broad Form	Combined Limit Each Occurrence and
Property Damage; Blanket Contractual; Personal Injury; Owner's/Contractor's Protection	\$2,000,000 Aggregate
<u>Comprehensive Automobile Liability</u>	<u>Minimum Limits</u>
Bodily Injury and Property Damage, including all owned , hired and non-owned automobiles	\$1,000,000 Combined Limit per Accident

When specifications in the Special Provisions the contractor shall provide for the following additional coverages:

	<u>Minimum Limits</u>
Federal Longshoremen and Harbor Workers Compensation Act the Federal Maritime Liability Law (Jones Act)	Statutory
Builder's Risk	\$1,000,000 Total Contract Amount

Certificate(s) of Insurance confirming Bid Specification Insurance Requirements must be included with all bid responses, including City of Palmer being named as additional insured along with a signed Hold Harmless Agreement. All required insurance policies must be maintained until the contract work has been accepted by the City. In addition, a minimum thirty

(30)day notification clause is required if any change in policy language occurs, or in the event the policy is canceled. All Certificate(s) of Insurance should include the bid document number and project description, "Appraisal Services Proposal." **Failure to include Certificate(s) of Insurance with bid documents may automatically disqualify your proposal.**

### VIII. HOLD HARMLESS AGREEMENT

As a part of the agreement with the City and for the same consideration as provided for in the contract, the contractor agrees to the fullest extent permitted by law to indemnify, hold harmless and defend the City, its officials and employees from and against all claims, damages, losses and expenses including attorneys' fees and appellate attorney's' fee arising out of or resulting from the performance of the work , providing that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or the injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or its agents or employees by the employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts.

### IX. Project Schedule:

Publish Request for Qualifications:	May 15, 2008
Proposal Due:	May 30, 2008
City Council Authorizes to Award:	June 24, 2008