



Providence City

**164 N Gateway Drive
Providence UT 84332**

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www.providencecity.com**

REQUEST FOR PROPOSAL (RFP)

Appraisal Services

Providence City is issuing a RFP for appraisal services from qualified firms or persons interested in providing professional services for property and/or facility acquisition and sale.

RFP Release: Monday, September 9, 2019

Pre-Submittal Conference: Monday, September 16, 2019 10:30 a.m.

Proposals Due: Monday, September 23, 2019 by 2:00 p.m.

Proposal submissions must be sent to:

Skarlet Bankhead
Providence City Office
164 N Gateway Drive
Providence UT 84332

Providence City Background:

Providence City is a growing municipality located in Cache County in Northern Utah. The City is bounded on the north and west by Logan City and River Heights City, on the south and west by the City of Millville, and on the east by the Wasatch Cache Uintah National Forest. The city is a growing residential community, with a growing commercial area, and thriving cottage industry, within the greater small metropolitan area that is rapidly transitioning from historically agricultural roots. The City population at the 2010 Census was 7,025; the current estimated population is 7,595.

As the City grows and evolves, existing facilities and infrastructure are evaluated; and the need for future facilities and infrastructure is planned. Property acquisition for parks, right-of-ways, construction and utility easements, public buildings, etc. and sale of property and facilities is an important component in planning for the existing and future needs of the City and its residents.

Purpose:

The purpose of this RFP is to select firm(s) and/or individual(s) to perform real estate appraisal services on an "as needed" basis, during Fiscal Year 2020 (July 1, 2019 – June 30, 2020).

Scope:

The selected appraiser will provide real estate and land appraisal services for property valuation, residential, commercial, undeveloped land and miscellaneous valuations for partial or total acquisition and/or sale by Providence City. Professional, unbiased, written reports, prepared independently and impartially by qualified appraiser(s), setting forth a credible opinion of value for facilities/and or property, supported by the presentation and analysis of relevant market information that conform to the standards established by the Uniform Standards for Professional Appraisal Practice (USPAP) are required. Photographs of the subject property and a location map depicting the location of the subject property in relation to the comparable sales should be included in each report.

The City has immediate need for appraisals on two properties: Parcel No. 02-115-0034 and a portion of Parcel No. 02-091-0034.

Qualifications:

The selected appraiser shall demonstrate a thorough knowledge of the Federal Uniform Act, the property acquisition and disposal process in the state of Utah, and takings by eminent domain. The selected appraiser must hold a valid Utah appraisers license and be Certified General Appraiser in Utah.

Commencement of Work:

The selected appraiser must be able to commence the appraisal services on or about October 1, 2019. The selected appraiser shall enter into a professional service agreement (Agreement) with Providence City that terminates June 30, 2020, with an option to renew by the City for up to two (2) additional twelve-month periods.

Proposal Format:

The following content is required for each proposal:

1. Firm or individual name, including the address of all firm offices, identifying in which office the work will be performed.

2. A list of Principals in the firm, with a biographical sketch of each that includes education, years of experience, years of appraisal experience, and any area of specialty within the field of appraising.
3. The name and complete resume of the assigned appraiser who will have primary responsibility for the City's appraisal matters.
4. A list of appraisers who will provide services to the City, with a description of their education, years of experience, years of appraisal experience, and any area of specialty within the field of appraising.
5. Describe the assigned appraiser's and the firm's approach to communicating with the City with regard to progress reports, status reports, recommendations, status of opinions, etc.
6. Describe the plan for service delivery, and an explanation of how tasks and projects are managed within the firm to insure timely response and completion.
7. A list of all current list clients, including email and phone contact information. Identify five clients that you think are comparable to the City.
8. A list of clients you currently represent that could cause a conflict of interest with your responsibilities as an appraiser for the City; and an explanation of how you feel these or any future conflicts will be resolved.
9. If you or your firm have filed any litigation in the past 10 years in which the City or one of its elected or appointed officials, or one of its employees was named as a party, please describe the case(s).
10. Other factors or special considerations you feel would influence your selection.
11. Proposed fee structure and response time for appraisals and required reports. The proposed fee shall include all work required to complete the appraisals and all expenses, including but not limited to: mileage, travel expenses, printing, and the like. The response time shall be the number of calendar days required to complete the appraisal and required reports; starting from the day after the appraisal order is received by the firm and ending when the appraisal and required reports are complete, in final form, and delivered to the City.
 - a. The City expects the following administrative services to be provided at no additional charge:
 - i. Status Reports. If requested by the City, the selected firm will provide the City with regular order status reports on a weekly, bi-weekly, or monthly basis, at the City's option.
 - ii. Copies of Reports/Delivery. Up to two (2) hard-copy, bound reports with original signatures, delivered via courier or USPS to the City Recorder's Office at the Providence City Office, 164 N Gateway Drive, Providence UT 84332.
12. A statement that the firm or individual, by submitting a proposal, certifies that to the best of its knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in their firm or in the purchase of services as described in the RFP. Also certify that the information contained in the Proposal is correct and complete to the best of their knowledge.
13. A statement that the firm maintains workers compensation on all employees, owners, and managing partners or indicated that the firm will indemnify the City from any workers compensation claims by its employees.

Employment Verification and Certificate of Insurance:

1. The selected Firm shall be registered in and participate in the Status Verification System to verify work eligibility status as required by Utah Code 63G-12-302.

2. The selected Firm shall be required to provide a certificate of insurance showing coverage for liability, automobile, and workers' compensation. (See minimum requirements below under Terms and Conditions)

Basis for Compensation:

1. All proposals shall outline the basis for compensation including identification of all rates and reimbursables including the incremental billing rate (ie .1 or .25 hour). The proposal should also address what shall be considered "billable hours".
2. The proposal shall also contain an explanation of how overhead, administration, and related charges are passed onto the client.
3. The proposal shall also include a recent bill to a client for an appraisal and reports, similar to those required in the **Scope**, which illustrates the program and task detail that would be included in invoices submitted to the City.

Pre-Submittal Conference:

A pre-submittal conference will be held on Wednesday, September 11, 2019 at 10:00 a.m. The conference will be held in the main floor classroom in the Providence City Offices, 164 N Gateway Drive, Providence UT. No questions concerning this RFP will be answered outside of this conference. However, questions that cannot be answered at the conference, will, as far as possible, be answered in writing as a follow-up to all conference attendees.

Submittal of Proposal:

Please submit 4 copies of the proposal with a maximum of ten (10) pages each and one (1) electronic copy, no later than 2:00 PM on Wednesday, September 18, 2019. All proposals must be submitted in a sealed envelope, with "City Appraisal Services" clearly marked on the outside of the envelope. Proposals must be delivered or mailed to:

Skarlet Bankhead
 Providence City
 164 N Gateway Drive
 Providence UT 84332

Evaluation of Proposals:

Responsive proposals must contain all of the information required in the **Proposal Format** section, the **Submittal of Proposal** section, and the insurance certificates listed in Item 10 of the **Other Terms and Conditions** section.

The review team will evaluate and rank the proposals according to the assigned weights listed below. In the process of ranking the proposals, members of the review team may contact client references included in the proposals, in order to verify past experience and performance of the prospective firm and their key personnel, as appropriate.

Qualifications to be evaluated and ranked based on the following:

| Weight | Qualifications to be Evaluated |
|--------|--|
| 30% | Ability to perform and produce the items described in the Scope . |
| 20% | Reasonableness of fee structure. |
| 15% | Response time, as defined in Scope item no. 11, to complete appraisal orders. |
| 13% | Prior breadth of experience, as evidenced by your firm's proposal responses; and |

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|-----|--|
| | Credentials of staff your firm proposes to assign to the City's appraisal orders as evidence by your firm's proposal, resumes, submitted, and client references. |
| 12% | Process for insuring responsiveness to City questions. |
| 10% | Ability to provide appraisal services for multiple properties and/or facilities at the same time. |

Other Terms and Conditions:

1. Providence City reserves the right to cancel or modify the RFP at any time. No changes, revisions, clarifications, or amendments will be made to this RFP without notifying all firms that have notified the City in writing of their intent to consider the RFP. Providence City reserves the right to determine the successful firm.
2. Providence City reserves the right to formally amend any portion of this RFP.
3. Upon submission, all proposals become the property of Providence City which retains the right to use any ideas present in any proposal submitted whether or not the proposal is accepted.
4. Upon submission data contained in the response and all documentation provided therein, become the property of Providence City, without compensation to the respondent, and the data and documentation becomes public information upon opening the response.
 - a. All proposals and supporting documentation are subject to Utah Code 63G-2 Government Records Access and Management Act (GRAMA). Any firm that provides a proposal and believes that all or portions of the proposal should be protected under Utah Code Subsection 63G-2-305(1) or (2) or both Subsections 63G-305(1) and (2) shall provide a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality.
5. Firms are solely responsible for all expenses associated with responding to this RFP. The City accepts no financial responsibility and will not be liable in any way for any cost incurred in the preparation of documents for this RFP, or any costs associated with onsite presentations or follow-up questions requested by the City, unless previously agreed to by the City in writing. Providence City is not under any obligation to award a contract, and reserves the right to terminate the RFP process at any time and to withdraw from discussions with any or all of the firms who have responded. All documents and materials prepared pursuant to this proposal are the property of Providence City. The City, in accordance with GRAMA, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under this process.
6. The City will require the selected firm to enter into an Agreement for Professional Services. The Agreement documents are not binding on the City until reviewed by legal counsel.
7. This RFP does not commit the City to enter into an Agreement, or award any services related to the RFP.
8. The firm, if selected will be required to execute a Conflict of Interest Disclosure.
9. The firm agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is and shall be deemed to be an independent contractor(s), responsible for its respective acts or omissions, and that the City shall in no way be responsible for firm's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
10. By signing and submitting a proposal under this RFP, the offeror certifies that if awarded the contact, it will have the following insurance coverages at the time the work commences:
 - a. Workers' Compensation – Statutory requirements and benefits.
 - b. Employers Liability - \$100,000
 - c. Broad form Comprehensive General Liability with minimum limits of \$1,000,000 Combined Single Limit coverage.

- d. Automobile Liability of \$500,000 Combined Single Limit
- e. Professional Liability/Errors and Omissions Coverage.

Providence City shall be named as an additional insured on the Comprehensive General Liability and Automobile Liability policies and is to be so noted on applicable Certificates of Insurance. The Certificates shall be delivered to Providence City prior to commencement of work.

11. If any provision of this RFP is invalid, illegal, or unenforceable under any applicable statute or rule of law, the remaining provisions of this agreement shall remain in force and effect and firm agrees to substitute for the invalid provision a valid provision which most closely approximated the economic effect and intent of the invalid provision.

Inquiries:

Respondents shall direct all inquiries and communications concerning this RFP in writing to:

Skarlet Bankhead, Administrative Services Director, sbankhead@providence.utah.gov