



**ROGUE VALLEY TRANSPORTATION DISTRICT**

**REQUEST FOR QUALIFICATIONS**

**REAL PROPERTY APPRAISAL SERVICES**

**QUALIFICATIONS PROPOSALS DUE DECEMBER 6, 2012 BY 5:00 PM**

**SUBMIT TO:**

**Paige Townsend**

**RVTD Senior Planner**

**3200 Crater Lake Ave.**

**Medford, OR 97504**

## **BACKGROUND AND INTRODUCTION**

RVTD is seeking qualification proposals from commercial appraisal firms to prepare an appraisal in accordance with the Federal Transit Administration Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). Two firms will be selected to perform work. RVTD will select one firm to complete an appraisal and one firm to complete an appraisal review.

Interested firms are invited to submit a qualifications proposal describing their experience and abilities in performing work required for this project.

**Both awards for the appraisal and appraisal review will be separate Fixed-Price with Price Re-Determination based contracts.** This is essentially a fixed-price arrangement to complete the work as outlined in the URA satisfactorily with the allowance for adjustments within specified limits that are negotiated as actual costs become known. Firms must prepare an appraisal that meets the URA standards as part of the fixed price. Complexities that are outside the basic URA standards and require additional work will be considered for direct time and materials compensation. If the appraisal review identifies deficiencies that are required in the URA, the firm must remedy the deficiencies as part of the original fixed price.

### **TO BE ELIGIBLE FOR THIS PROJECT ALL INTERESTED PARTIES MUST SUBMIT:**

1. Experience relevant to Federal acquisition appraisals (10 POINTS)
2. Training, certification, licensing and designations of appraisers performing work (5 POINTS)
3. Other qualifications deemed important for this project (5 POINTS)
4. Proof of an Oregon or Reciprocal State Appraiser license
5. A fee/ rate structure for each proposed staff person to work on this project

Qualifications proposals should be kept to a maximum of ten (10) pages including cover and back pages. Two copies must be submitted with one marked original and signed by authorizing representative.

A total of 20 points will be used in the evaluation process. Appraisal firms who have experience with the Federal URA will be given greater weight in the evaluation process.

## **PROJECT DESCRIPTION AND OBJECTIVES**

RVTD has received a federal grant to acquire a One-Click One-Call Center to further transportation coordination in the region. RVTD's Translink Brokerage and Valley Lift paratransit service currently occupies the office building located at 239 Barnett Rd. Medford, OR 97501. RVTD occupies this building through a ten-year lease agreement set to expire in 2017. The owner has expressed interest to RVTD to sell the building. A price has not been discussed and in accordance with the URA an offer for just compensation cannot be made until an appraisal, an appraisal review and a just compensation determination have been completed.

RVTD will meet with the appraisers who are awarded this project prior to starting work to discuss the scope of work. Below is a description of the minimum work that needs to be performed for this project.

### **MINIMUM SCOPE OF WORK:**

1. An adequate description of the physical characteristics of the property being appraised including items identified as personal property and tenant-improvements, a statement of the known and observed encumbrances, title information, location, zoning, present use, and analysis of the highest and best use and at least a 5-year sales history of the property.
2. All relevant and reliable approaches to value consistent with the Federal appraisal practices. If the appraiser uses more than one approach, there shall be a reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
3. A description of comparable sales, including a description of all relevant physical, legal and economic factors such as parties to the transaction, source and method of financing and verification by a party involved in the transaction.
4. A statement of the value of the real property to be acquired and statement of the value of any personal property or tenant improvements.
5. The report shall have the effective date of the valuation, the date of appraisal and the signature and certification by the appraiser.

**The Review Appraiser shall:**

1. Examine the presentation and analysis of the market information in all appraisals to assure that they meet the minimum scope of work and adhere to the Federal URA policies.
2. Support the appraiser's opinion of value.
3. Seek necessary corrections and revisions from the original appraiser prior to acceptance of the opinion of value.
4. Prepare a written report that identifies the appraisal reports reviewed and documents the findings and conclusions arrived at during the review of the appraisal(s).
5. Prepare a signed certification that states the parameters of the review. The certification shall state the approved value and that just compensation for the acquisition.

## **Federal Clauses**

### **Energy Conservation Requirements**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **Lobbying**

Contractor certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

### **Access to Records and Reports**

Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until RVTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

### **Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **No Government Obligation to Third Parties**

RVTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to RVTD ,

Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements and Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Contractor's execution of this Agreement constitutes Contractor's certification and affirmation of the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement. In addition to other penalties that may be applicable, if Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government has the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Termination**

RVTD may terminate this Agreement for Contractor's default if a federal or state proceeding for the relief of debtors is undertaken by and against Contractor, or if Contractor makes an assignment for the benefit of creditors, or if Contractor breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within thirty (30) days after written notice thereof by RVTD. Contractor shall be liable for any and all reasonable costs incurred by RVTD as a result of such default, including but not limited to reprourement costs of the same or similar services defaulted by Contractor under this Agreement. Such

reprocurement expense obligation by Contractor shall be limited to the excess over the price specified herein for such items or services.

### **Privacy Act**

Contracts involving Federal Privacy Act Requirements – The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974. 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **Civil Rights Requirements**

1. The following equal employment opportunity requirements apply to the underlying contract.
  - a. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, “41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity”, as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity, “42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. **Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c. **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue
2. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **Disadvantaged Business Enterprises**

- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is .5%. A Separate contract goal has not been established for this procurement.
- B. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract.  
Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RVTD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49CFR 26.13(b)).

### **Incorporation of Federal Transit Administration Terms**

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RVTD requests which would cause RVTD to be in violation of the FTA terms and conditions.



## Rogue Valley Transportation District / Certificate of Insurance Requirements

All Independent Contractors / Sub-contractors working for or on behalf of Rogue Valley Transportation District (RVTD) are required to maintain certain types and levels of insurance, both for the protection of RVTD employees and customers, and for the protection of the Independent Contractor / Sub-Contractor. The purpose of this letter is to advise you of the types and amounts of insurance that are required. You must obtain this insurance before beginning work for RVTD and you must maintain it for as long as you are working for, or as long as you desire to work for RVTD. We do not conduct business with those who do not carry the minimum insurance specified below:

1.  Comprehensive General Liability Insurance policy with a combined single limit of not less than \$1,000,000 for bodily injury and property damage providing coverage as follows:
  - \$1,000,000 Per Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products & Completed Operations Aggregate
2.  Automobile Liability Insurance policy with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. Coverage should include protection for owned automobiles, non-owned automobiles, and hired automobiles.
3.  Umbrella Coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.
4.  Workers' Compensation Insurance which conforms to the laws of the state of the work site. The Employer's Liability Limit shall be no less than \$1,000,000.
5. \_\_\_\_\_ Professional Liability with limits of not less than \$1,000,000 per occurrence.
6. \_\_\_\_\_ Builders Risk / Installation Floater Coverage at a limit adequate for the project.
7. \_\_\_\_\_ Pollution Coverage with limits of not less than \$1,000,000 per occurrence.

**Please Note:** A Waiver of Subrogation and Additional Insured status in favor of RVTD shall be provided on all required policies checked with the exception of Worker's Comp and Professional Liability which will only require a Waiver of Subrogation. A certificate of insurance showing coverage and the additional insured designation / waivers shall be furnished to RVTD by the Independent Contractor / Sub-contractor prior to performance of any work under this contract. This certificate of insurance shall include an endorsement providing at least thirty (30) days written notice to RVTD prior to cancellation, reduction, or any change in such coverage.