

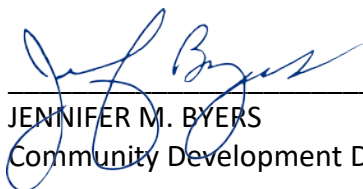


REQUEST FOR QUALIFICATIONS

On-Call Right of Way and Appraisal Services

PREPARED BY:
DEPARTMENT OF COMMUNITY DEVELOPMENT
AUGUST 2019

APPROVED BY:



JENNIFER M. BYERS
Community Development Director

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) to establish a list of competent consultants to provide on-call right of way and appraisal services for multiple Capital Improvement Projects through task orders on an as-needed basis.

II EXAMINATION OF REQUEST FOR QUALIFICATIONS (RFQ) DOCUMENTS:

By submitting a SOQ, each CONSULTANT represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve the objectives of CITY.

III ADDENDA/CLARIFICATIONS:

Any CITY changes to this Request for Qualifications (RFQ) will be made by written addendum. No verbal modification shall be binding.

IV SOQ REQUIREMENTS:

SOQs for this project will be accepted at this office until 4:00 p.m., on Friday, September 6, 2019. Three (3) copies of the statement shall be submitted in a sealed envelope, plainly marked "On-Call Right of Way and Appraisal Services Qualifications for the City of Porterville." Cost proposals shall not be submitted until requested by the CITY. SOQs shall be addressed to:

Jason Ridenour, Economic Development & Housing Manager
Community Development
City of Porterville
291 N. Main Street
Porterville, CA 93257

The City reserves the right to reject any and all SOQs, which do not meet the requirements of this RFQ and/or any portion of the requirements of this project.

V PRE-CONTRACTUAL EXPENSES:

CITY shall not be liable for any pre-contractual expenses incurred by CONSULTANT in the preparation of proposals. Pre-contractual expenses shall not be included in the cost proposal.

Pre-contractual expenses are defined as expenses incurred by the CONSULTANT in:

1) preparing and reproducing its proposal in response to this RFQ; 2) submitting its proposal to CITY; 3) negotiating with CITY any matter related to this RFQ and CONSULTANT's proposal; 4) other matters prior to the date of award of a Contract.

VI EXCEPTIONS/DEVIATIONS:

Any exceptions to the requirements of this RFQ must be included in the CONSULTANT's SOQ. Such exceptions must be included as a separate element of the statement entitled "Exceptions and Deviations."

VII CONSULTANT REPRESENTATIVE:

The CONSULTANT shall assign a responsible representative, "project manager" and an alternate, both of whom shall be identified in the SOQ. The CONSULTANT's project manager shall remain in responsible charge for the duration of the project. Should the CONSULTANT's project manager be unable to continue with the project, the CONSULTANT's alternate shall become the project manager. No personnel changes will be acceptable without prior approval by CITY. CITY reserves the right to reject any changes in personnel at any time during the course of this project. CITY also reserves the right to terminate the contract if, in the opinion of CITY, substantial changes in project management may jeopardize the successful completion of this project to the satisfaction of CITY.

VIII LOCAL AGENCY REPRESENTATIVE:

Jennifer M. Byers, Community Development Director, shall be the Contract Administrator and contact person for all communications with CITY.

IX INSURANCE REQUIREMENTS:

The CONSULTANT shall maintain and provide current copies to CITY of the following minimum insurance coverage for the duration of this project:

Full liability under Worker's Compensation laws of the State of California

General comprehensive liability (*bodily injury and property damage*)*

Professional liability insurance (*errors and omissions*)*

Automotive liability Insurance*

*All must provide a combined single limit (CSL) of not less than \$1 million per occurrence.

X INDEMNIFICATION:

The CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected and appointed officers, employees agents from and against any and all claims, including attorney's fees and reasonable expenses for litigation or settlement, for any loss, damages, bodily injuries, and loss of property caused by negligent acts, omissions, or willful misconduct by the successful

CONSULTANT and its subconsultants arising out of performance of the requirements of the Contract.

XI SUBCONTRACTING:

Only those firms identified in the Contract as subcontractors or subconsultants shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by prime CONSULTANT to CITY. CITY has the right to reject any requested amendments at any time during the course of this project.

XII FEDERAL, STATE, AND LOCAL LAWS:

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes. In accordance with federal-aid funded projects, Disadvantaged Business Enterprise (DBE) requirements must be met. The DBE participation goal percentage will be established on a project-by-project basis. In addition, contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31.

XIII SOQ EVALUATION CRITERIA:

Evaluation criteria used to select the CONSULTANT shall include, but not be limited to, the following:

- A. Firm(s) experience with similar projects;
- B. Firm(s) key personnel qualifications/certifications and experience, especially the project manager and individuals performing services;
- C. Firm(s) understanding of the project requirements;
- D. Firm(s) ability to provide the required services in a timely and cost-effective manner to meet the required schedule;
- E. Firm(s) policy in providing Equal Employment Opportunity; and
- F. Firm(s) approach to provide the best product for CITY.

The attached CITY'S Consultant Selection Rating Form shall be used to rate each firm.

XIV CONSULTANT SELECTION AND INTERVIEWS:

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all SOQs and rank CONSULTANTS according to their demonstrated competence and professional qualifications as assessed by their response to this RFQ and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team. Interviews, if deemed necessary by CITY, are tentatively scheduled for September 17 and 18, 2019. Each participating firm will be contacted via telephone for

verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.

XV COST PROPOSAL:

The cost proposal shall not be submitted until requested by the CITY. Negotiations with the top-ranked candidate(s) may begin immediately. If an agreement cannot be reached within ten (10) working days, CITY may begin negotiations with the next selected candidate(s) and proceed. If necessary, this process will continue until either an agreement is reached or CITY elects to re-advertise for new proposals. CITY reserves the right to reject any and all proposals prior to award of a Contract. All cost proposals not opened shall be returned to their respective firms.

XVI CONTRACTS/AGREEMENTS:

The successful CONSULTANTS shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's proposal, and CITY Contract. Where two or more CONSULTANTS desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. The list of chosen on-call CONSULTANTS is expected to be presented at the City Council meeting scheduled for Tuesday, October 15, 2019. Issuance of this RFQ and receipt of proposals does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all proposals received in response to this RFQ, negotiate with any CONSULTANT on the chosen on-call list, and cancel any or all portions of this RFQ and resulting Contract. CITY also reserves the right to award individual or groups of projects to different firms at the sole discretion of CITY.

XVII COMPENSATION:

- A. All items of work required for completion of the projects to result from this RFQ shall be paid for following the cost proposal formats of Caltrans' LAPM Chapter 10. Costs for any and all items not specifically listed, but required to complete the work for projects (including all exceptions and deviations stated included in CONSULTANT's proposal), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFQ. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.
- B. If the CONSULTANT feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.

- C. Monthly progress payments will be made to the CONSULTANT only upon submittal of invoices to CITY. Said invoice shall indicate the percentage completion of each task, as well as the overall percentage completion of the entire project. In addition, an updated schedule showing tasks and their degree of completion shall be provided.

XVIII OWNERSHIP OF REPORTS AND DOCUMENTS:

Originals of all documents, letters, drawings, design calculations, estimates, specifications, and other documents and data produced under the terms of the Contract shall become the property of CITY. CITY shall retain all rights in copyright. Copies may be made and retained by the CONSULTANT for its records, but shall not be furnished to others without the written consent of CITY for a period of three (3) years from the date of acceptance, by CITY, of all requirements of this project.

XIX STATEMENT OF QUALIFICATIONS (SOQ) FORMAT AND CONTENT:

SOQs shall be brief and include a concise address of the following information:

A. Firm Experience:

1. A brief list of similar projects completed in the last five (5) years, indicate the specific relationship if other than principal and each firm's responsibilities. Descriptions of pertinent experience should include a summary of work performed, adherence to schedules, the duration of each project, and the name, title, and phone number of clients that may be contacted for reference.
2. Other information that might aid CITY in ascertaining proposing firm's qualifications.

B. Consultant Team:

Name of prime consulting firm, subconsultant(s), names of principals, associates, project manager, and key personnel, their proposed level and areas of responsibility, and their qualifications/certifications in those areas. The CONSULTANT's Project Manager and key personnel will be an important factor considered by CITY.

1. Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.
2. If subconsultants are used, names of subconsultant's key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each subconsultant.

3. The office location from which the CONSULTANT(s) shall operate along with telephone and/or cell number of the project manager.

C. SOQ Format:

1. SOQs shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes, double-sided, font size no less than 10 pt., and single or double-spaced. Cover letters will be counted as part of the twenty sheets. The City encourages the use of recycled materials.
2. SOQs should include, but not be limited to, the following:
 - a. Page numbering;
 - b. Table of Contents, if applicable;
 - c. Section dividers with tabs, if applicable;
 - d. Identification of offering firms, including name, address, and telephone number of each firm;
 - e. Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
 - f. Acknowledgment of receipt of RFQ addenda, if any;
 - g. Concise, complete response to the technical aspects requested in the "Right of Way Consultant Qualifications and Selection Criteria"; and
 - h. Exceptions to or deviations from the requirements of this RFQ, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the CONSULTANT shall be thoroughly explained and shall meet the objectives of CITY.

RIGHT OF WAY CONSULTANT QUALIFICATIONS AND SELECTION CRITERIA

Consultant Qualifications - General

The authority for the selection of private sector consultants to perform right of way functions on both local assistance projects (On the Federal-aid System) and locally funded projects (Off the Federal-aid System) is held by the Local Public Agency (LPA). The selection process will be administered by the LPA using the Consultant Selection Criteria and Guide (below) and the LPA expects to select up to three (3) consultants for each consultant type listed. The Criteria establish recommended minimum levels of experience and permit the evaluation of prospective consultant firms. Work samples may be provided by the consultant if desired.

Upon selection of the top-ranked consultants, the LPA will contract with chosen consultants through a task order method on an as-needed basis. Task order fees will need to be presented in a cost proposal format that is broken down by specific tasks, showing hourly labor rates, level of effort and material, and/or by milestones and deliverables. The amount of information and details available at the time services are requested by the LPA will determine the most appropriate contract type, method of payment, and contract length to use.

Consultant Selection Criteria and Guide

APPRAISAL CONSULTANTS

To be used on projects where property rights are to be acquired for a project, whether those rights are temporary, permanent, in fee, or easement, or compensable damages accrue to property as a result of the project. The appraiser measures the fair market value of the rights to be acquired.

Appraisal Consultants are required to possess:

- Appropriate Appraisal license as issued by the California Office of Real Estate Appraisers in accordance to the degree, complexity and value of the appraisal required:
 - Residential License for any noncomplex 1-4 family property with value of \$1 million and nonresidential property with a transaction value up to \$250,000.
 - Certified Residential for any 1-4 family property without regard to transaction value or complexity and nonresidential property with a transaction value up to \$250,000.

- Certified General for all real estate without regard to transaction value or complexity.
- Appraisal License is required by law for transportation projects on or off the State Highway System.
- Minimum two (2) years experience in appraisal of rights for eminent domain purposes.
- Successful completion of a course in appraisal of partial acquisitions for public agencies.
- Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state eminent domain.
- Law. Work samples provided by the consultant should be reviewed by the LPA.
- Specific knowledge and experience appropriate for the proposed project, including effects of State Eminent Domain Law on the appraisal process.

Appraiser Responsibilities under the Uniform Act:

- Property owner must be notified in writing of Agency's decision to appraise.
- Property owner or designee must be given opportunity to accompany appraiser during property inspection.
- Responsibility of sending Title VI information.
- Diary entry of notifications and contacts.
- Appraisal to contain minimum recognized standards for public acquisition (Zoning, Property Rights to be acquired, Highest and Best Use Analysis, Comparables, Improvements Acquired, Damages, Cost to Cure, etc.)
- All appraisals must contain Appraiser and Review Appraiser Certificates.

REVIEW APPRAISER CONSULTANTS

Each appraisal must be reviewed by a qualified review appraiser and contain a Review Appraiser Certificate. The review appraiser is the person responsible for appraisal quality and value determination. The review appraiser must remain independent and must not be subject to undue influence or pressure from any source to arrive at a particular value or to accept inadequate appraisal reports. It is essential that the review appraiser understands his/her responsibility is to recommend an estimate of value for just compensation determination by the acquiring agency. **The Uniform Act requires that an official of the acquiring agency must make the final determination of just compensation.**

Review Appraiser Consultants are required to possess:

- Certified Residential License for any 1-4 family property without regard to transaction value or complexity and nonresidential property with a transaction value up to \$250,000 **or**
- Certified General License for all real estate without regard to transaction value or complexity.

- Minimum two (2) years experience in reviewing appraisals for eminent domain purposes.
- Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state eminent domain Law.
Specific knowledge and experience appropriate for the proposed project.

Review Appraiser Responsibilities under the Uniform Act:

- Confirmation of Analysis of Highest and Best Use, Damages, and Cost to Cure Damages.
- Confirmation of valuation.
- Confirmation of Calculations and Report Integrity.
- Prepare signed statement certifying value of appraisal reviewed, including an explanation of the basis for recommendation.

ACQUISITION CONSULTANTS

To be used when rights are to be acquired, whether those rights are temporary, permanent, in fee, or easement, or compensable damage payments are to be made as a result of the project.

Acquisition Consultants are required to possess:

- Real Estate Broker's or Salesperson's License (when under the direct supervision of a Real Estate Broker) as issued by the California Department of Real Estate (required by law). All Right of Way Contracts must be approved for content and signed or initialed by the Real Estate Broker.
- Minimum two (2) years' experience in the acquisition of rights for eminent domain purposes.
- Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state Eminent Domain Law. By signing the Right of Way Contract, the Broker or Principal of the Company acknowledges responsibility for maintaining a complete file on each parcel.
- Specific knowledge and experience appropriate for the proposed project.

Acquisition Consultants Responsibilities under the Uniform Act:

- Ensure establishment of just compensation by local agency prior to initiation of negotiations.
- Expeditious acquisition within 30 days of approved appraisal.
- First Written Offer should be presented in person when possible.
- Summary Statement (basis for the appraisal) to be included with the First Written Offer.
- Owner to be given reasonable time to consider offer and present material relevant to value determination (i.e., 30 days and a minimum of 3 contacts).

- Payment is required before taking possession unless date of possession clause is used in contract.
- Local agency is responsible for payment of all incidental expenses (title, escrow, surveys, prepayment penalties, etc.)
- Preparation of Administrative Settlements when it is reasonable and in the public interest.
- Diary entries including confirmation of delivering Title VI information if project is federally funded.

RELOCATION CONSULTANTS

To be used when there are occupants and/or personal property within the project area that must be relocated outside the project area. Occupancy may be residential or nonresidential, including agricultural uses. Relocation specialists may be used to prepare the relocation impact documents (part of the NEPA compliance process) in the planning stage. A consultant proficient in both acquisition and relocation may be retained for both functions under the “caseworker” approach.

Relocation Consultants should possess:

- Minimum two (2) years’ experience at the working level providing public agency relocation assistance.
- Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state eminent domain Law.
- Specific knowledge and experience appropriate for the proposed project.

PROPERTY MANAGEMENT CONSULTANTS

To be used when tenants will be in occupancy of the right of way after the agency has acquired the property but prior to displacement.

Property Management Consultants must possess:

- Real Estate Broker’s or Salesperson’s License (when under the direct supervision of a Real Estate Broker) as issued by the California Department of Real Estate (required by law).
- Minimum two (2) years experience at the working level in management of rental properties.
- Knowledge of applicable sections of the Uniform Relocation and Real Property Acquisition Policies Act, State Eminent Domain Law, and Landlord Tenant Law.
- Specific knowledge and experience appropriate for the proposed project.

TURNKEY RIGHT OF WAY CONSULTANTS

Multi-functional organizations that may be used to provide all right of way services required of a given project. Should be competent in each individual functional area. Turnkey consultants must have sufficient staff to preserve separation of the appraisal, appraisal review, and acquisition functions. An individual may be technically proficient in multiple functions, but may not be used as a turnkey consultant. All appropriate licenses/certifications are required for the type of services performed.

Consultant Contracts

Consultants must perform R/W functions to the same standards, practices, rules, and regulations as the local agency. The District R/W Local Programs/Assistance staff will monitor the work products of the consultants.

LPA Responsibilities

In each contract, the LPA responsibilities include the following:

- Appraisal Review - A formal review of the appraisal (noted above) is required when federal funds are used for any portion of the project.
- Establishment of Just Compensation - An establishment of just compensation is necessary. The local agency must approve the fair market value appraisal and determine what compensation is to be paid in projects involving the acquisition of real property.
- Assignment of a Contract Manager - The assignment of a Contract Manager who is knowledgeable in all aspects of the project is needed to serve as the contact person during the course of the project.

The LPA retains the ultimate responsibility for signing the Right of Way Certifications and is accountable for the actions and performance of their consultants in properly executing their duties and activities in accordance with the Uniform Act.

Contract Manager Responsibilities

The Contract Manager is responsible for the following:

- Performing a functional review for each R/W activity.
- Approving and coordinating all consultant activities.
- Approving requests for payment (after completion of the work).
- Preparing interim/final contract completion reports and performance evaluations.

CONSULTANT SELECTION RATING FORM

Project Name: On-Call Right of Way Services

Date:

Project Number:

Evaluation Factor	Rating Factor Numerical Range & Weighting Based on Importance of Factor
a. Capability to perform all or most aspects of the project.	0-10
b. Recent experience in projects comparable to the proposed project.	0-10
c. Firm's reputation for professional integrity and competence.	0-5
d. Key personnel's professional background and caliber.	0-7
e. Adequate qualified personnel available for assignment to the project.	0-5
f. Recent experience in specialized areas of expertise associated with the project.	0-5
g. Demonstrated ability to meet schedules or deadlines.	0-10
h. Demonstrated ability to complete projects without having major cost escalations or overruns.	0-7
i. Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.	0-10
j. Quality of project previously undertaken.	0-10
k. Familiarity with and proximity to the geographic location of the project.	0-5
l. Capability of a branch office, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.	0-3
m. Demonstration of an understanding of the project's potential problems and the City's special concerns.	0-5
n. Degree of interest shown in undertaking the project.	0-3
o. Evidence that consultant is an equal opportunity employer.	0-2
p. Proximity of firm's office to project.	0-3
TOTAL SCORE:	Maximum Points Possible = 100
Total Ranking Value of all Evaluators:	
FINAL RANKING:	