

**FARR WEST CITY
REQUEST FOR PROPOSALS
ON-CALL PROPERTY ACQUISITION SERVICES**

Advertisement

Farr West City is seeking proposals from qualified and experienced Property Acquisition Consultants to provide negotiation and acquisition services for Farr West City for current and future projects and/or on an as-needed basis.

Closing Date for Receipt of Proposals is May 9, 2024, at 4:00 p.m.

Farr West City will make the Request for Proposals (RFP) available to any interested parties from the City's website, www.farrwestcity.net and www.jonescivil.com. Interested parties are responsible for monitoring the website(s) for information concerning the RFP and any addenda issued.

It is the intention of the City to select several firms to establish its pool of pre-qualified property acquisition agents/firms. Consultants will be selected based on qualifications, experience, and fee. Consultants who submit proposals may be interviewed for final selection. See full RFP for schedule and details.

Owner reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to make awards in the best interests of the Owner.

Owner:	Farr West City
By:	Ken Phippen
Title:	Mayor
Date:	4/24/2024

Publish: 4/24/2024

Mayor
Ken Phippen
Assistant Mayor
Boyd Ferrin



City Council
Bob Blind
David Jay
Katie Williams
Timothy Shupe

REQUEST FOR PROPOSALS ON-CALL PROPERTY ACQUISITION SERVICES

I. INTRODUCTION

Farr West City ("City") is seeking proposals from qualified and experienced Property Acquisition Consultants ("Consultant") to provide negotiation and acquisition services for Farr West City for current and future projects and/or on an as-needed basis ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to establish its pool of qualified consultants.

II. SERVICES

A. General Scope

As necessary, Consultant will coordinate efforts for the purchase of 1) fee simple ownership of property, 2) easements, and 3) temporary construction easements. Applicants must follow the requirements imposed by City ordinance and State law associated with the acquisition of property. Procedure shall ensure that should the City have to use eminent domain powers, all previous requirements are met.

- Consultant will be required to coordinate with the designated City representative.
- City will provide property survey and legal descriptions to the acquisition consultant. Consultant is responsible for coordinating and developing the title work and the documents necessary for property and/or easement acquisition.
- Consultant will be responsible to provide property appraisals services and complete an assessment package for the title company, when necessary.
- City shall contract with a title company to complete the closing fees for a marketable title. City shall request the funds to be remitted to the title company to complete the transaction.

B. Minimum Requirements

Consultant shall:

1. Be able to document at least five (5) years of experience in residential, commercial, land and industrial real estate.
2. Be familiar with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, title insurance and housing relocation.
3. Hold a current Utah Real Estate license as an Agent or Broker.
4. Be familiar with reading and interpreting right-of-way maps, deeds, engineering drawings, and blueprints.
5. Have at least three (3) years' experience working with public entities in Utah.

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C. Duration of Contract

The duration of this contract is three (3) years and will automatically renew annually for a period of one (1) year, unless 30 days written notice is given by either party to the other. The total contract time shall not exceed five (5) years.

City reserves the right to review contracts on a regular basis regarding performance and service elements during the term of the contracts.

D. Deliverables

1. Consultant will make initial contact with property owners to coordinate appraisals, feedback, and help circulate relevant project information.
2. Consultant will work with the Surveyor to provide accurate legal information to property owners and other professionals involved in the process.
3. Consultant will provide/coordinate appraisal services which are sufficient to establish the appropriate compensation to be paid to property owners for each easement, parcel or portion thereof which is acquired for the Project. Consultant shall prepare and review all appraisal reports submitted for the acquisition. All appraisals must be completed under the Uniform Standards of Professional Appraisal Practice by a Certified General Appraiser. Consultant will provide City a Just Compensation document to sign before presenting offer to property owner. Consultant will not make an offer to property owner without City's consent and agreement to offer.
4. Consultant will make contact with property owners, present offers, negotiate on behalf of the City, and provide all necessary real estate documents associated with the sale of property or purchase of easement to the City.
5. Consultant will provide the City with acquisition packets complete with title reports and warranty deeds and/or easements for all parcels or portions thereof which are to be acquired for the Project for final review and approval.
6. Eminent domain work will be performed by City in the unlikely event it is warranted.
7. Other items as required by the scope of the project.

E. Insurance Requirements

Consultant, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

1. Workers' compensation and employer's liability insurance as required by the State of Utah.
2. Commercial general liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.
3. Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.
4. Commercial automobile liability insurance that provides coverage in the minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.



III. INSTRUCTIONS TO APPLICANTS

A. Timetable

The following timetable has been established for this project:

1. Deadline for submittal of questions May 7, 2024, at 4:00 p.m.
2. Closing Date for Receipt of Proposals: May 9, 2024, at 4:00 p.m.
3. Interview/oral presentation (if requested): TBD
4. Approximate Notice of Award: On or before May 16, 2024

B. Procedure

The procedure for response to this request, evaluation of qualifications, and selection of consultant(s) is as follows:

1. Interested entities will prepare and submit their proposal according to the Timetable contained in Subsection III-A above.
2. City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. Oral presentations may be requested by the City from top ranked applicants.
4. City will select applicant(s) based on the review of the proposals and subsequent oral presentations.
5. Recommendation of Award will be presented to City Council for consideration.
6. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be negotiated between the City and the selected applicant(s).

C. Submittal

1. Proposals will only be accepted by email to Ken Phippen at: ken.phippen@farrwestcity.com. **AND** Matt Robertson at: mattr@jonescivil.com. Proposals must be received by the Submission Deadline. Farr West City will not accept any late proposals or proposals submitted by any other method. Proposals shall be one (1) pdf document and shall not exceed **8 MB**.
2. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Applicant clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.
3. All questions should be submitted to Matt Robertson at mattr@jonescivil.com by the deadline shown above.

D. Submittal Organization and Content

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.



Submittals shall contain no more than 15 pages, excluding resumes and copies of licenses. The submittal shall include the following:

1. **Transmittal letter:** The letter of transmittal shall be on official business letterhead and shall include the following:
 - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP or exceptions taken thereto.
 - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
 - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
 - d. Name of the key contact person with his/her title, email, and telephone numbers.
2. **Qualifications:** This section is an indication of ability to perform the required services and understanding of the purpose and scope of the proposed services.
 - a. Provide a brief description of respondent's historical background, scope and nature of services routinely provided, and their capabilities.
 - b. Identify the type of business (corporation, partnership, sole proprietor, etc.) and license number to do business in the State of Utah.
 - c. Describe knowledge of all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
 - d. Provide documentation for current Utah Real Estate license as an Agent or Broker.
 - e. Describe knowledge with reading and interpreting right-of-way and property maps, deeds, engineering drawings, and blueprints.
 - f. Describe support personnel and all necessary equipment to provide the services outlined in this Request for Proposals.
 - g. Provide the current number of clients/acquisitions undertaken and describe how taking on additional projects will fit into current workload and timelines for completion.
3. **Experience:** This section should describe the respondent's experience on recent projects, including the individual team members' involvement on the specific projects described. Project information and plans for the identified projects should be briefly included.
 - a. Respondent should describe their familiarity with sections 10-8-2 and 78B-6-5 of the Utah Code.
 - b. Provide detailed relevant experience of similar projects which shall include name of client, contact person and current phone number, email, brief description of service performed, date of services, total contract amount, and any other pertinent information regarding the experience.
 - c. Provide relevant experience working with WACOG or similar, UDOT, and other government agencies.



- d. Document at least five (5) years of experience in commercial, land, industrial, and residential real estate work.
 - e. Document at least three (3) years of experience working with public entities.
4. **Key Personnel and Project Team:** This section should contain the following information:
- a. Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities.
 - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that might provide services along with a percentage of work to be performed at those locations.
 - c. Provide professional credentials, certifications, resumes, licenses, and experience of project team.
 - d. If any part of the work will be provided by subconsultants, state the company name and their role in projects. Consultant will be responsible for verifying the qualification and validity of all licenses or permits for any outsourced work to subcontractors.
5. **Fee Proposal:** The fee proposal shall include costs for:
- a. Acquisition services per parcel.
 - b. Preparation of documents.
 - c. Administrative Compensation Estimate (for values under \$10,000)
 - d. Hourly rates
 - e. Expected reimbursables rate and subconsultants mark-up rate.

E. Oral Presentation/Interview

As part of the evaluation process, City may elect to invite selected respondents to make oral presentations to the City and/or respond to the panel's questions. These presentations must be made by the same project team personnel who will be assigned to the project should the respondent be awarded the contract.

F. Evaluation Criteria

The City may establish a selection committee that will discuss and evaluate each proposal and compile scores to determine the final proposal score. Contract negotiations will be initiated with the highest-ranking respondents based on an evaluation of the following criteria:

1. Transmittal Letter (5%): Complete information as requested.
2. Qualifications (25%): Knowledge and ability of respondent to perform the services required.
3. Experience (25%): This category deals with the respondent's performance on prior local projects.
4. Key Personnel and Project Team (20%): This category deals with the education, training, and experience level of key personnel proposed, as well as previous experience working together as a team.
5. Fee Proposal (10%): Value of respondent's services.
6. Optional oral presentation (15%).



IV. OTHER

A. Submittal Ownership

All proposals (and the information contained therein) shall become the property of the City. Respondents should carefully consider the items submitted before submitting items that would not be disposable to the respondent. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the respondent regardless of the outcome of the selection process.

B. Acceptance of Proposal

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The respondent agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the respondent for any costs or expenses incurred in connection with this request, or respondent's response.

C. Withdrawal of Submittal

The submittal may be withdrawn upon request by the respondent without prejudice.

D. Submittal Cost

Cost for developing submittals and subsequent presentations are entirely the responsibility of the respondent and shall not be chargeable in any manner to the City.

E. Reservation of Rights

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicants prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified respondents that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

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F. Public Record

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a respondent may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the respondent must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.