



**REQUEST FOR QUALIFICATIONS
(RFQ) & EXPRESSIONS OF INTEREST
CONSULTING SERVICES**
(29 Del.C. §6981)

Agreement No. 1582

REAL ESTATE APPRAISAL REVIEW SERVICES

PROJECT DESCRIPTION

The purpose of this procurement is to establish a list of Real Estate Appraisal Reviewers who will be eligible for DelDOT appraisal review task orders as part of 3-year open-end agreements. Once under contract, appraisal reviewers will supplement DelDOT's staff and provide the necessary services to continue the Department's Real Estate Appraisal needs for ongoing projects when staff appraisal reviewers are unavailable. . A copy of the master agreement for the referenced services is at the end of this document. (Attachment 'B').

ADDITIONAL INFORMATION

Expressions of Interest will be accepted from individual appraisers only, not businesses. More than one individual of the same firm may apply separately. Appraisal services shall not be sublet or any part of the assignment transferred to a third party. Appraisers may use assistance, provided the individual and the nature of the assistance to be provided are approved in advance by DelDOT. The successful candidates are required submit a price and availability proposal for potential task

Individuals issued their initial Real Estate Appraisal Licenses after the below submission date can submit an Expression of Interest to be considered for addition to the list. All requirements and processes will be the same as set forth herein, with the exception of the submission deadline. All successful candidates must provide a valid Delaware Business License in order to receive payment for services rendered on assignments

SUBMISSION REQUIREMENTS

1. **Expression of Interest submissions** must be received by: **3:00 P.M. Local Time, Tuesday, May 10, 2011.**

Facsimile responses to this Request for Expressions of Interest are not acceptable. Firms wishing to be considered for work on this project must submit statements expressing interest as set forth herein. Any variation, including additions, is considered a basis for rejection. Expressions of Interest are to be mailed or delivered to:

Wendy B. Henry, Consultant Control Coordinator
Contract Administration
Delaware Department of Transportation
800 Bay Road, Dover, DE 19901

2. **Specific Type Firm Solicited:**

There is no pre-registration requirement in order to submit an expression of interest on this project. The selected firm(s) may be required to register upon selection

3. **DBE Goals** will be established by the DBE Program Office on federally funded tasks issued under this agreement. Tasks will be evaluated independently for potential DBE participation. Expressions of Interest must include a statement of commitment to achieve goals established for individual tasks. The commitment shall include an understanding that proposed DBE firms to be used for goal attainment purposes shall be certified with DelDOT's DBE Program Office.
4. **The Consultant shall submit four (4) copies** of an Expression of Interest. Receipt of insufficient copies of the Expression of Interest and non-compliance with providing the requested information in the desired format may result in elimination from the overall shortlist and selection process.
5. **In order to comply with the State of Delaware's Freedom of Information Act**, firms responding to this Request for Qualifications should prepare one (1) copy of their Expression of Interest with any proprietary or confidential information redacted. This copy should be clearly marked as "Redacted Copy" and submitted along with the other six copies. Firms should review Delaware's Freedom of Information Regulations, section 6, Requests for Confidentiality, on the DelDOT Website www.deldot.gov and Section 10002(g) "Public record" of the Delaware Code, <http://delcode.delaware.gov/title29/c100/index.shtml> to determine what information may be considered proprietary or confidential and may be redacted from their Expression of Interest.
6. **Joint venture** submissions will not be considered.
7. **DelDOT reserves the right to reject** any and all Expressions of Interest. All submissions become property of the Delaware Department of Transportation and shall be retained for a period not to exceed 30 days from the date of the approved shortlist. DelDOT reserves the right to any and all ideas included in this response without incurring any obligations to the responding firms or committing to procurement of the proposed services.

RATING CRITERIA

Major factors/criteria for selection of candidates:

- a) Qualifications/Licensing
- b) Appraisal review experience with exposure to eminent domain assignments.
- c) Project understanding/approach

NOTE: Selection Committee membership appointments are confidential.

QUESTIONS

Questions regarding this RFQ should be submitted via email. Questions received and the Department's response will be provided on the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/>

CONTACTS

Questions concerning submissions and procedures may be obtained from: Wendy B. Henry, Consultant Control Coordinator, Telephone: (302) 760-2531. E-mail address: wendy.henry@state.de.us.

OVERVIEW OF SELECTION PROCESS

The Expressions of Interest will be used to determine selection of Certified Appraisal Reviewers. Of those expressing interest in the Project, those deemed qualified may be requested to submit additional written material as part of the Selection phase in lieu of an Oral Presentation/Interview.

At the completion of the selection process, the successful candidates will be required to sign a MASTER AGREEMENT ('Attachment B') which will provide general guidelines for services. Those selected are not guaranteed any work. Work assignments will be made at the discretion of DelDOT.

EXPRESSION OF INTEREST REQUIREMENTS

The Expression of Interest submission should be tabbed and collated in the following order:

1. Please submit the mailing address, phone number, and an e-mail address for the contact person. Future contacts by DelDOT will be done via e-mail, whenever possible.
2. A statement of the applicant's desire to do contract appraisal review work for DelDOT.
3. Indicate the county or counties for which you wish to be considered.
4. List your current Real Estate Appraiser license number (i.e.; X1-0000000).
5. A completed Expression of Interest Questionnaire (Attachment 'A').
6. A copy of the appraiser's current license.
7. A listing of the appraiser's qualifications.
8. References. Submit three (3) references, limited to one (1) page – single side of a sheet of paper. Provide a minimum of three clients, addresses and verified phone numbers and contact persons.
9. All candidates expressing interest in this project must complete an Internal Control Questionnaire. This form can be found on the DelDOT website <http://www.deldot.gov/information/business/>, under 'External Audit' then by clicking on 'Internal Control Questionnaire'. Please complete and return the form via email to Christine Levely, External Audit Supervisor, at Christine.levely@state.de.us.

NOTE: If you are currently on the list of Certified Appraisal Reviewers for Agreement 1451 and there are no updates to the information you are submitting, please complete only page one of the Internal Control Questionnaire indicating that there are no changes to your information, sign and return the form to Christine Levely at the email address listed above.

If you have questions concerning completion of this form please contact our Audit Department at 302-760-2055

No promotional materials or brochures to be included as part of the Expression of Interest package.

The Department is not liable for any cost incurred by the consultant in the preparation or presentation of the Statement of Qualifications.

The Department of Transportation will affirmatively insure individuals and businesses will not be discriminated against on the grounds of race, creed, color, sex, or national origin in consideration for an award. Minority business enterprises will be afforded full opportunity to submit bids/proposals in response to this invitation.

Department of Transportation
State of Delaware
By: Cleon L. Cauley, Sr.
Acting Secretary
Dover, DE
April 11, 2011

EXPRESSION OF INTEREST QUESTIONNAIRE
REAL ESTATE APPRAISAL REVIEWERS

Please complete the following questions to the best of your ability. Summarize your education, training, ability and experience in each of the following areas.

Name:

Are you willing to testify in a court of law, to support appraisal conclusions, with an emphasis on knowledge and experience with formal eminent domain proceedings?

Yes ___

No ___

If yes describe related experiences:

Do you possess a current **Certified General (X1)** Real Estate Appraiser license, as issued by the State of Delaware, Division of Profession Regulation; **Copy of license must be attached.**

Yes ___

No ___

License Number:

Expiration Date:

Have you done work for any DOT or for eminent domain proceedings?

Yes ___

No ___

Please summarize your education and experience with real property appraisal reviews:

Please summarize your knowledge and ability to interpret construction and site development plans, with an emphasis on interpreting highway construction/right of way plans, as they relate to property being appraised:

Specify hourly rate for pre-trial conference and court appearances:

Do you agree to comply with the applicable provisions of Section 3 of DelDOT's Real Estate Manual as well as standards and opinions as set forth in the Uniform Standards of Professional Appraisal Practice (USPAP)?

Yes ☐

No ☐

Do you agree to attend a mandatory annual one-day meeting with appropriate DelDOT staff for the purpose of addressing new issues and general reviewing of related appraisal matter? There shall be no charge to DelDOT for this meeting.

Yes ☐

No ☐

Desired geographic service area:

Desired appraisal review type (partial acquisition, strip acquisition, total acquisition, before and after valuations, denial of access, corridor preservation, development rights, etc.):

Signature: _____

MASTER AGREEMENT 1582 FOR FEE REVIEW APPRAISERS

This Agreement, made and entered into this _____ day of _____, _____, by and between:
NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

LICENSE NUMBER: _____

hereinafter referred to as the "**REVIEW APPRAISER**", and the Department of Transportation, P. O. Box 778, Dover, Delaware, 19903, hereinafter referred to as the "**DEPARTMENT**,"

WITNESSETH:

WHEREAS, the **DEPARTMENT** will require the professional services of the **REVIEW APPRAISER** in connection with the acquisition or disposition of property rights for public improvement projects under the **DEPARTMENT**'s jurisdiction; and,

WHEREAS, the **REVIEW APPRAISER** is willing to provide such services to the **DEPARTMENT** when required and agrees to perform such appraisal services in conformance with the hereinafter stated terms and conditions:

NOW, THEREFORE, it is mutually agreed by and between the **REVIEW APPRAISER** and the **DEPARTMENT** as follows:

A. The **DEPARTMENT** will, as the need arises, make individual appraisal assignments to the **REVIEW APPRAISER** through the use of a "Fee Appraiser Assignment Contract". (Attachment A) The assignment contract shall set forth the following information: the date of the contract; the complete name and address of each party to the contract; the State and Federal-aid project numbers, project parcel numbers, location of the project, and location of the property appraisal to be reviewed, as applicable; description of the work to be done in sufficient detail to show the nature and extent of the services contemplated; data to be furnished by the **DEPARTMENT**; date completed reports are due; the review appraisal fee; and, separate from the review appraisal fee, the hourly and per diem rates to be paid for pretrial conferences and court appearances, respectively, as an expert witness.

B. The **DEPARTMENT** will furnish the **REVIEW APPRAISER** with a list of items generally considered noncompensable under Delaware Law, to be supplemented by legal counsel for the **DEPARTMENT** when necessary. The **REVIEW APPRAISER** will consider as noncompensable any such items in completing the appraisal assignment.

C. The **DEPARTMENT** will furnish the **REVIEW APPRAISER** with a copy of applicable subsections of the section of the Real Estate Manual entitled "Appraisals" and "Appraisal Review" and Exhibits.

D. The **REVIEW APPRAISER** agrees to prepare all appraisal reports in accordance with acceptable appraisal principles and techniques in the valuation of real property and in conformance with the Appraisals section of the Real Estate Manual and the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of The Appraisal Foundation and all relevant Federal, State, and local laws and ordinances. If through error, omission or otherwise, information required to document an appraisal review report is not incorporated therein, it shall be furnished upon demand at no extra cost. There shall be no compensation paid by the **DEPARTMENT** for revisions or corrections of an appraisal review report required because of the review appraiser's or specialist's errors, omissions or failure to comply with contract or agreement specifications and standards in the contract and/or agreement.

E. The **REVIEW APPRAISER** agrees to provide the **DEPARTMENT** with a copy of his current certification of licensure issued by the Delaware Council on Real Estate Appraisers (This requirement does not apply to Machinery and Equipment Appraisers).

F. The **REVIEW APPRAISER** agrees to update all appraisal reports upon request of the **DEPARTMENT**. Any fee to be paid

for the additional work required to update an appraisal review report shall be based upon a negotiated fee for such additional work as agreed, in writing, between the **DEPARTMENT** and the **REVIEW APPRAISER** at the time of the assignment to update the report.

G. The **REVIEW APPRAISER** agrees to make himself or herself available for necessary pretrial conferences and to testify as to the value of any and all of the property included in his appraisal review report in any judicial proceeding involving the value of said property. Separate and additional hourly compensation, as stipulated in the fee review appraiser assignment contract, will be paid for pretrial conferences and court appearances by the **REVIEW APPRAISER**. In the event of any judicial procedure requiring attendance upon the court for the purpose of testifying, compensation based upon an agreed hourly rate shall be limited to time necessarily spent (1) traveling to and from the courthouse, (2) waiting in the courthouse for the call to the witness stand, and (3) testifying.

H. The **DEPARTMENT** and the **REVIEW APPRAISER** agree that in the event of a major change in the scope, character, or estimated total cost of the work to be performed, either an increase or a decrease, then, upon the mutual agreement of both parties, the fee review appraiser assignment contract may be renegotiated and modified by written agreement between the parties hereto.

I. Payment for services rendered by the **REVIEW APPRAISER** in completing appraisal assignments will be tendered by the **DEPARTMENT** within 30 days of the **DEPARTMENT**'s approval of an appraisal review report.

J. The **REVIEW APPRAISER** warrants that he has not employed or retained any company, firm, or person other than a bona fide employee working solely for him, to solicit or secure this agreement, and that he has not paid or agreed to pay any company, firm, or person, other than a bona fide employee working solely for him, any fee, commission, percentage, brokerage fees, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the **DEPARTMENT** shall have the right to annul this agreement without liability.

K. The **REVIEW APPRAISER** agrees not to sublet or transfer any part of the appraisal review assignment to a third party unless such permission is received in advance, in writing, from the **DEPARTMENT**.

L. The **REVIEW APPRAISER** agrees to save the **DEPARTMENT** harmless from any and all liability and claims arising out of or incident to the completion of the appraisal review assignment by the **REVIEW APPRAISER** or the **REVIEW APPRAISER's** agents or employees. **APPRAISER** is not an employee of the **DEPARTMENT** and is responsible for providing their own insurance requirements and coverage.

M. If the **REVIEW APPRAISER** refuses or fails to perform the fee review appraiser assignment contract within the time specified, or any permitted extension thereof, or does not comply with the terms of this Agreement, or if the quality or progress of work is unsatisfactory as determined by the **DEPARTMENT**, the **DEPARTMENT** may, by written notice, terminate the rights of the **REVIEW APPRAISER** to continue with the contract, or with such part or parts thereof as to which there has been delay, and may hold the **REVIEW APPRAISER** liable for any damage caused the **DEPARTMENT** by reason of such termination. The right of the **REVIEW APPRAISER** to proceed with the performance of the contract shall not be terminated if the delay is due to causes beyond the control and without the fault or negligence of the **REVIEW APPRAISER**, as determined by the **DEPARTMENT**. If the contract is terminated because of failure on the part of the **REVIEW APPRAISER** to fulfill his responsibilities under the contract or this Agreement, the **DEPARTMENT** may take over the work and services and prosecute the same to completion by contract or otherwise, and the **REVIEW APPRAISER** shall be liable to the **DEPARTMENT** for any extra cost occasioned to the **DEPARTMENT** thereby.

N. During the performance of this contract, the **REVIEW APPRAISER**, for himself or herself, assignees and successors in interest, agrees as follows:

(1) **COMPLIANCE WITH REGULATIONS:** The **REVIEW APPRAISER** shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **NONDISCRIMINATION:** The **REVIEW APPRAISER**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **REVIEW APPRAISER** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the **REVIEW APPRAISER** for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be

notified by the **REVIEW APPRAISER** of the **REVIEW APPRAISER's** obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **INFORMATION AND REPORTS:** The **REVIEW APPRAISER** shall provide all information and reports required by the Regulations, or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of an **REVIEW APPRAISER** is in the exclusive possession of another who fails or refuses to furnish this information, the **REVIEW APPRAISER** shall so certify to the **DEPARTMENT**, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **SANCTIONS FOR NONCOMPLIANCE:** In the event of the **REVIEW APPRAISER's** noncompliance with the nondiscrimination provisions of this contract, the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding of payments to the **REVIEW APPRAISER** under the contract until the **REVIEW APPRAISER** complies, and/or (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **INCORPORATION OF PROVISIONS:** The **REVIEW APPRAISER** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **REVIEW APPRAISER** shall take such action with respect to any subcontract or procurement as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a **REVIEW APPRAISER** becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the **REVIEW APPRAISER** may request the **DEPARTMENT** to enter into such litigation to protect the interests of the State, and, in addition, the **REVIEW APPRAISER** may request the United States to enter into such litigation to protect the interests of the United States.

O. In the event of questions or disputes of fact arising from or in connection with this Agreement or the fee review appraiser assignment contract not disposed of by agreement, the **DEPARTMENT** and the **REVIEW APPRAISER** agree that the Office of the Attorney General of the State of Delaware shall act as arbitrator and its decision shall be final and binding upon both parties.

P. This agreement shall expire on May 30, 2014. The **DEPARTMENT** may authorize completion of tasks extending beyond said date if assigned prior to the expiration date.