

**REQUEST FOR QUALIFICATIONS
("RFQ")**

**AIRPORT PROPERTY APPRAISAL SERVICES
RFQ # 08AIR0430**



Date Offered: April 30, 2008
Closing Date & Time June 5, 2008
2:00 P.M. Local Time

Contact Person: Benjamin Vardiman, Airport Manager
Ben.Vardiman@cityofprescott.net

CITY OF PRESCOTT
6546 CRYSTAL LN.
PRESCOTT, AZ 86301
(928) 777-1114
www.prescott-az.gov

SECTION I
BACKGROUND AND GENERAL INFORMATION

The Prescott Municipal Airport (Ernest A. Love Field) is operated under the jurisdiction of the City of Prescott. Prescott Municipal Airport is the only commercial service airport servicing Yavapai County. The City of Prescott is empowered to provide for the development, operation, and maintenance of the airport and, with respect to aeronautical facilities and concessionaires, to negotiate agreements with the operators thereof.

1. PURPOSE:

The City of Prescott is seeking a qualified firm to perform appraisal services and market rent analysis as needed over a three year period. The firm selected must have prior experience performing the required services on an airport. Airport property is owned by the City. The services to be provided under this agreement will typically involve the determination of fair market rents for lease agreements where the lessee provides the aeronautical related services as well as the facilities. The contents of this RFQ are provided as background and general information for Proposers and as a guide for the City to evaluate submitted Statement of qualifications. The City reserves the right to accept or reject any statement of qualification or negotiate with any or all of the proposers.

2. BACKGROUND:

Prescott was the Arizona Territorial Capital and has a unique history of development in Arizona. It now has a population of approximately 42,000 persons and continues to be an area experiencing steady growth. The airport has been in operation since 1926 and presently is the seventh busiest airport in the State. Home to Embry-Riddle Aeronautical University and a major U.S. Forest Service air tanker base, the airport has become an important asset to the community. Scheduled airline service is available to both Phoenix and Las Vegas by US Airways Express. The airport serves the growing air transportation needs of a rapidly developing "quad-city" area with a population of 157,000 persons and is developing into a regional airport to support the aviation needs of the North-Central Arizona area.

SECTION II

SCOPE OF PROJECT

In accordance with the Prescott Procurement Code, the City of Prescott is seeking a qualified firm to perform appraisal services and market rent analysis as needed over a three year period. The firm selected must have 5 years prior experience performing the required services on an airport. Airport property is owned by the City. The services to be provided under this agreement will typically involve the determination of fair market rents for lease agreements where the lessee provides the aeronautical related services as well as the facilities.

The services to be rendered are funded by the Airport Enterprise Fund Budget, subject to annual budget appropriations. The fee schedule will be negotiated with the firm found best qualified. The firm selected will be paid for services not to exceed the negotiated amount unless amended with a contract change order. The projects will be conducted within the parameters and requirements of a negotiated contract.

During the term of the agreement, The City of Prescott will reserve the right to cancel the agreement at any time and/or solicit and contract with other firms to provide similar services. All work shall be accomplished in compliance with all State, Federal and local guidelines and regulations.

1. **MINIMUM QUALIFICATIONS.**

Only those statements of qualification received on time and in proper form will be accepted. Proposers who provide evidence that they are fully competent, have the necessary experience and organizational capacity to provide the services, and who can provide evidence of all necessary certificates and licenses, will be considered. Proposers shall be, or have on staff, a qualified MAI appraiser with at least 5 years direct experience evaluating and appraising airport properties (minimum experience criteria).

After receipt of the statement of qualifications, the City will rank the eligibility of each Statement of qualification to be considered. The minimum experience criteria has been established as a basis for qualifying the eligibility of a Proposer: The top three (3) statement of qualifications will be evaluated under Section V of this RFQ.

2. **RESPONSIBILITY OF SUCCESSFUL PROPOSER.**

The successful proposer agrees to enter into a three-year standard city agreement with the City. The agreement will be non-exclusive. The city reserves the right to contract with other firms for similar services at the airport. The scope of work and cost for services for each project will be subject to negotiation with the selected firm. All projects will be subject to the availability of funding.

3. **PROJECT LIST.**

Projects may include, but are not limited to, the following two projects identified for completion by fall of 2008.

Project # 1. An appraisal of the fair market land value on approximately 7.5 acres of airport property leased by Embry Riddle Aeronautical University for a flight training center to be expressed in thousandths of cents per square foot per year

Project #2. An Appraisal of fair market land rental value for approximately .5 acres of airport property leased by Sky-School, Inc. for a flight training center and aircraft rental services to be expressed in thousandths of cents per square foot per year

Additional projects may be identified for the fiscal years within the term of the agreement and may include, but are not inclusive or limited to, a rental rate analysis to determine market rent value for month to month rental of aircraft storage hangars and tie downs.

The City of Prescott (City) will administer the contract and will provide staff support. The Project Manager will be Benjamin Vardiman, Airport Manager, City of Prescott.

SECTION III

GENERAL TERMS AND CONDITIONS

1. **INSURANCE REQUIREMENTS:**

Prior to commencement of operation, the successful Proposer shall procure and maintain insurance as specified by the City for all activities to be conducted by the Proposer.

2. **BINDING OFFER:**

A Proposer's submittal shall remain valid for a period of thirty (30) days following the statement of qualification deadline and will be considered a binding offer enter into a contract to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a statement of qualification shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of the RFQ.

3. **COMPLIANCE.**

Proposer shall comply with all local, State and federal directives, orders and laws as applicable to this statement of qualification and subsequent agreement.

4. **NON-EXCLUSIVITY OF AGREEMENT:**

The successful Proposer understands and agrees that any resulting contractual relationship is non-exclusive. The City of Prescott reserves the right to seek similar or identical services (subject to minimum development and performance standards) elsewhere if deemed in the best interests of the City.

5. **COLLUSION:**

Statement of qualifications may be rejected if there is reason for believing that collusion exists among Proposers, and no participant in such collusion will be considered in any future statement of qualifications for the operation of any concession for the next six (6) months following the date of the statement of qualification submission.

6. **HOLD HARMLESS:**

The Proposer hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Proposer's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Proposer further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Proposer has or may have against the City, its agents or employees, arising out of or in any way connected with the Proposer's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

7. **GOVERNANCE:**

If any of the language or information in this RFQ conflicts with language in the Agreement as prepared by the City of Prescott, the language of the final Agreement, as executed, will govern.

8. **PUBLIC DISCLOSURE:**

All statement of qualifications and other materials or documents submitted by Proposer in response to this RFQ will become the property of the City of Prescott and will not be released to the public until after the selection or rejection of any or all statement of qualifications.

SECTION IV
STATEMENT OF QUALIFICATION REQUIREMENTS AND SUBMITTAL

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFQ. Statement of qualifications sent by facsimile (FAX) or electronic mail will **NOT** be accepted. Any statement of qualification received after ***2:00pm on June 5, 2008*** shall be deemed unresponsive and will be returned to Proposer unopened.

Proposer shall carefully review and address all of the evaluation factors previously outlined in this RFQ as well as responding to *all* questions contained here-in, In order to be considered, Proposer must be able to demonstrate that it meets the minimum qualifications established in the RFQ and has the resources, both staff and financial, to perform the requested services. Do not submit cost of service information at this time. The cost of services and a detailed scope of work will be negotiated with the firm (s) selected as the most qualified to perform the work.

1. **NUMBER OF STATEMENT OF QUALIFICATIONS:** **One (1) Original** (clearly marked "ORIGINAL") and **Four (4) Copies** (clearly marked "CITY"). All statement of qualifications shall be marked as **AIRPORT PROPERTY APPRAISAL SERVICES RFQ # 08AIR0430**. The maximum size of the statement of qualifications, including all attachments, diagrams, or other information shall not exceed twenty-five (25) pages.

2. **DELIVERY OF STATEMENT OF QUALIFICATIONS:**
The delivery of the statement of qualification to the City of Prescott prior to the deadline is solely and strictly the responsibility of the Proposer. **The delivery deadline is June 5, 2008 at 2:00 pm local time**. The City of Prescott will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence.

2.1 **Hand Delivery:** City of Prescott
City Clerk
201 S. Cortez Street
Prescott, AZ 86303

2.2 **Mail or Courier Delivery:** City of Prescott
City Clerk
P.O. Box 2059
Prescott, AZ 86302

3. **EXECUTION OF STATEMENT OF QUALIFICATION:**
Proposer shall execute the Statement of Qualification, or an official of Proposer's firm authorized to do so as stated in this RFQ.

4. **REJECTION OF STATEMENT OF QUALIFICATIONS:**
The RFQ shall in no manner be construed as a commitment on the part of the City to award a contract. The City of Prescott reserves the right to reject any or all statement of qualifications; to waive minor irregularities in the RFQ process or in the responses thereto; to re-advertise this RFQ; to postpone or cancel this process; and to change or modify the RFQ schedule at any time.

Additionally, any of the following causes may be considered as sufficient reason for disqualification and/or rejection of a prospective applicant's statement of qualification:

- a. Submission of more than one (1) statement of qualification by an individual, firm, partnership, or corporation under the same or different names.
- b. Submission of an incomplete statement of qualification.
- c. Proposer's failure to satisfactorily perform any present or previous obligation to the City.
- d. Any other conduct or circumstance which by law requires rejection of a statement of qualification.

5. **COST OF PREPARATION:**
The cost of preparing a statement of qualification to this RFQ shall be borne entirely by the Proposer.

6. **RFQ COMPLIANCE:**

It is the responsibility of each Proposer to examine carefully this RFQ and to judge for itself all of the circumstances and conditions which may affect its statement of qualification and subsequent performance of service pursuant to the Agreement. Any data furnished by the City is for informational purposes only and is not warranted. Proposer's use of any such information shall be at Proposer's own risk. Failure on the part of any Proposer to examine, inspect, and to be completely knowledgeable of the terms and conditions of the Agreement, operational conditions, or any other relevant documents or information shall not relieve the selected Proposer from fully complying with this RFQ. Statement of qualifications submitted early by Proposers may be withdrawn or modified prior to the Statement of qualification deadline. Such requests must be in writing. Modifications received after the Statement of qualification deadline will not be considered.

7. REQUESTS FOR INTERPRETATION OR CLARIFICATION:

If any prospective Proposer finds discrepancies or omissions or there is doubt as to the true meaning of any part of the RFQ, a written request for a clarification or interpretation must be submitted in writing, addressed to the Airport Manager at the address listed on the cover of this RFQ. E-mail requests for interpretations will also be accepted for this RFQ at ben.vardiman@cityofprescott.net.

It is the responsibility of the Proposer to verify the City has received the written or e-mail request. To be given consideration, such requests must be received at least four (4) business days prior to the due date set for the submission of statement of qualifications. All such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent to each person formally requesting a copy of this RFQ at the respective mailing address, e-mail address, or fax number furnished for such purposes prior to the date fixed for the deadline for statement of qualifications. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Proposer from any obligation contained therein. Any objection to the specifications and requirements as set forth in this RFQ must be filed in writing with the City of Prescott not less than ten (10) business days prior to the Statement of qualification deadline.

8. WARRANTY:

The Proposer warrants that the statement of qualification submitted is not made in the interest of or on behalf of any undisclosed party; that the Proposer has not, directly or indirectly, induced any other Proposer to submit a false statement of qualification; or that Proposer has not paid or agreed to pay to any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in attempting to procure the contract for the privileges granted herein.

9. OPENING:

All statement of qualifications will be opened, after the published ***statement of qualification deadline of 2pm on June 5, 2008*** at the City of Prescott City Hall Council Chambers by the City Clerk, 201 S. Cortez Street, Prescott, AZ. See Section VI, Evaluation and Selection Process, for further information.

10. SUPPLEMENTAL INFORMATION:

The City of Prescott reserves the right to request any supplementary information it deems necessary to evaluate Proposer's experience or qualifications. This may include: supplemental financial information, scheduled interview(s) and/or additional presentations by the Proposer.

SECTION V
STATEMENT OF QUALIFICATION FORM

Statement of qualifications shall be typed, double-spaced with each page numbered at the bottom, and using one side of the paper only. Proposer shall respond to all questions and requirements below in the following format. All questions must be completed in full, as a condition of the RFQ. Statement of qualifications shall be stapled or otherwise bound, and assembled in organized sections that include a table of contents and TABS with each section title. Statement of qualifications shall not exceed twenty-five (25) pages maximum (single sided) including all maps, diagrams or other materials.

Proposers are asked to pre-qualify themselves by completing the following:

A. PROPOSER'S COMPANY BACKGROUND:

1. Legal name of entity, entities or joint venture
2. Contact information
3. All other firms on team and their role
4. Appropriate State of Arizona professional registration and licensure

B. PROPOSER'S COMPANY QUALIFICATIONS AND EXPERIENCE:

1. Information as to the proposer's related experience including specific information on the dates of performance, timeliness of performance, description of key similar work product as well as any additional information that reflects on the proposer's ability to perform the required services;
2. Provide the following information for appraisal services which Proposer's organization has conducted in the last three (3) years:
 - a) Name
 - b) Location
 - c) Date of project (year)
 - d) A description of project scope provided.
3. Attach a description of the Proposer's proposed management structure and an organizational chart showing key personnel and their roles in performing the work specified herein; resumes of key personnel who will be assigned to the project; a list of all subcontractors, if applicable. Identify the individual that will be the primary day-to-day contact for this contract.

C. REFERENCES

A minimum of three references should be verifiable and should be able to comment on the proposer's related experience.

D. ADDITIONAL INFORMATION:

Attach any other background information about the qualifications and experience of Proposer's organization or personnel that may be useful to the City in evaluating your capabilities.

E. INSURANCE AND INSURABILITY:

Proposer shall attach hereto a current insurance certificate outlining limits or a letter from Proposer's current insurance company stating that the insurance company would provide insurance at the limits required by the City.

F. EXCEPTIONS NOTED:

Proposer shall request any changes or exceptions to any part of this RFQ in writing as part of their statement of qualification submittal.

SECTION VI

EVALUATION AND SELECTION PROCESS

1. **OBJECTIVE:**

It is the City's intention to solicit statement of qualifications from potentially qualified Proposers; to evaluate their statement of qualifications; and to award a contract to the Proposer who's statement of qualification is determined to serve in the best interest of the City of Prescott.

2. **EVALUATION AND RECOMMENDATION:**

An evaluation committee, consisting of City staff, will review and evaluate all qualified statement of qualifications received by the submittal date as set forth in this RFQ, or as amended by addenda. The City reserves the right to request additional information and clarification of any information submitted, including any omission from the original statement of qualification. All statement of qualifications will be treated equally with regard to this item. Based on its technical review, the committee will prepare a tabulation of all firms, indicating the top three (3) scoring firms.

In order to achieve maximum scores, Proposers must demonstrate to the City's Evaluation Team that they are fully qualified to provide the services required by this RFQ. Fully qualified statement of qualifications will have the qualifications (financial resources, expertise and skills) and experience (documented, successful, and relevant) necessary to meet the requirements of the RFQ.

The following evaluation criteria have been established in determining which Proposer will best contribute to the overall goals of the City of Prescott:

Evaluation Criteria

Company background

Company qualifications & experience (including all sub-contractors)

References

3. **CONFLICT OF INTEREST**

Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this agreement.

4. **CONTRACT EXECUTION:**

Contingent upon successful negotiations with the selected Proposer, the City of Prescott will transmit to the Proposer copies of the actual Agreement for execution. The Proposer agrees to deliver three (3) duly executed Agreements to City within ten (10) days from the date of receipt of said notice and Agreements. Upon receipt of the executed agreement from the Proposer, the City will seek authorization from the City Council to execute the agreement within thirty (30) calendar days. The agreement shall have no force or effect on the City unless and until it is approved by formal action of the Prescott City Council.