

**CITY OF PEORIA**  
**NOTICE OF REQUEST FOR PROPOSALS (RFP):**

**CONSULTANT TO ASSIST WITH LAND ACQUISITION SERVICES**  
**(VARIOUS PROJECTS)**

PEORIA, ILLINOIS

**STATEMENTS DUE: 11:00 A.M., Wednesday, March 5, 2014**

The City of Peoria's Engineering Division will accept **sealed proposals** of Statement of Interest and Qualifications to the Office of the City Engineer, Public Works Building, 3505 Dries Lane, Peoria, Illinois, until **11:00 a.m., Wednesday, March 5, 2014**, for establishing contracts with a responsible firm to assist the City in Land Acquisition Services for various projects. The Scope of Work is, as stated below, the proposer must have a team with registered members on the Illinois Department of Transportation's Fee Negotiator's, Appraiser's, and Review Appraiser's lists. The properties will need to be appraised, review appraisals may be needed, and negotiation services will be required.

If you are interested and eligible to meet these requirements, please submit a proposal.

Any Proposal received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. Firms are responsible for ensuring that the City's Engineering Administrative Assistant receives their Statements before the deadline indicated. Statements received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Firms should **submit five (5) original hard copies and one (1) electronic copy, (both formats should be limited to ten (10) pages per copy)**, of a Statement of Interest and Qualifications.

All submittals without signatures will be deemed non-responsive, and will not be acceptable. If Addenda are issued, then each Addendum must be signed as recognized. The City of Peoria reserves the right to reject any or all submittals.

**CONSULTANT TO ASSIST WITH LAND ACQUISITION, VARIOUS PROJECTS**

**1.0 INTRODUCTION**

The City of Peoria requires Land Acquisition Services for various projects.

The City plans to award a contract for these services to the best-qualified firm. Each firm will be considered and ranked by a Selection Committee based upon the criteria listed herein. The City will then enter into negotiations with the top-ranked firm. The negotiations will be to establish a detailed scope of services and total cost for services. Should the top-ranked firm and the City of Peoria not be able to reach an agreement, the City will terminate negotiations with that firm and open negotiations with the second ranked firm.

This process does not obligate the City to award a contract, or pay any cost incurred in the preparation of the firms responding to this request. The City reserves the right to accept or reject any or all statements received as a result of this request. All information submitted in response to this request will become the property of the City.

Please be aware that it is the City's policy to not compensate for any time or expenses incurred during the selection and negotiation processes.

## **2.0 PROJECTS**

### **2.1 PROJECTS**

The selected firm will engage in Land Acquisition services on various projects throughout the City. Projects could include Land Acquisition for 50+ parcels at a time or as small as one parcel per project. Permanent and Temporary Easements, and the resulting Land Acquisition procedures, will also be included as part of this Contract.

### **2.2 DELIVERABLE PRODUCTS**

The selected firm shall provide all deliverable products to the City Engineer for approval and dissemination. The selected firm shall provide title document records, easement documents, and Negotiator and Appraisal forms per Land Acquisition and Procedures Manual. Electronic format for all submittals shall be compatible with the current City software.

### **2.3 MEETINGS, PRESENTATIONS, AND PUBLIC INVOLVEMENT**

Meetings will be held regularly between the consultant, the City, and parcel stake holders. Presentations for public meetings may be required at least once per project.

## **3.0 GENERAL SCOPE OF SERVICES**

The scope of services sought by the City of Peoria shall include the provision of all required labor, materials, equipment, and expertise related to Land Acquisition professional services. The following is required in the submittal:

### **NEGOTIATIONS**

The Negotiator shall be on the Illinois Department of Transportation's Fee Negotiators' list in accordance with the Land Acquisition Policies and Procedures Manual (LAPPM). The Negotiator is responsible for all land acquisition negotiations conducted under this Contract for assigned projects. Negotiations shall be in accordance with the LAPPM. The Negotiator shall:

- Be the CITY'S representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a cost-effective and quality product.

Before the initiation of negotiations for each parcel, the CITY must approve the amount of just compensation for the parcel. The Negotiator shall be required to personally contact the property owner a minimum of three (3) times before determination that the acquisition of the parcel or portion thereof can not be successfully acquired. One of the three minimum contacts shall be made in person unless otherwise directed by IDOT's District Land Acquisition Office. The Negotiator should exceed the minimum number of contacts on most parcels before recommending that the parcel proceed to eminent domain action. The Negotiator shall fully document in the negotiator's report all efforts made to acquire the parcel or portion thereof on an ongoing basis.

The Negotiator may recommend administrative settlements as outlined in the LAPPM. Administrative settlements will be determined by the CITY on an individual basis.

In the event the Negotiator is unable to obtain all the required documents, after having made every reasonable effort to negotiate with the owner of a parcel, the Negotiator shall prepare and submit a written copy of the Negotiator's Report completed to-date with the names and addresses of all interested parties. If necessary, the Negotiator's written report shall include a recommendation for further action. Even though eminent domain action may be in process, the Negotiator will be required to make continued efforts to settle, until the actual filing date of the petition to condemn a portion or whole of the parcel. Any additional work required to obtain title approval does not constitute an update or revisions that would necessitate a separate work order.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the CITY. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the CITY, and the complaint is filed. Each parcel negotiated by the CONSULTANT shall be paid at the Contract price for NEGOTIATION.

Each Updated Negotiation or Revised Negotiation shall be paid at the Contract price for UPDATE OR REVISION TO NEGOTIATION. An Updated Negotiation or Revised Negotiation is defined as additional negotiation work requested by the CITY due to new parcel information supplied by the CITY to the CONSULTANT after first contact with the property owner. New parcel information could include, but not be limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; and updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid at the Contract hourly price for COURT APPEARANCE.

### **APPRAISALS**

The Appraiser shall be on the Illinois Department of Transportation's Fee Appraiser's list in accordance with the LAPPM.

The Appraiser is responsible for all land acquisition appraisals conducted under this Contract for assigned projects. Appraisals shall be in accordance with the LAPPM.

The Appraiser shall:

- Have experience working with IDOT appraisal forms and furnish examples of such work.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.

- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Demonstrate a working knowledge of the Uniform Act, 49 CFR 24 and IDOT policies and procedures pertaining to appraising.
- Assure that the assigned deadlines are met.
- Maintain channels of communication.
- Provide a cost-effective and quality product.

Before the initiation of the appraisal for each parcel, the CITY must approve an initial contact letter to the owner of the parcel. The appraiser must prepare and submit to the Project Manager and the negotiator three (3) copies of the appropriate IDOT appraisal report form.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid at the Contract hourly price for COURT APPEARANCE.

### **REVIEW APPRAISALS**

The Appraiser shall be on the Illinois Department of Transportation's Review Appraiser's list in accordance with the LAPPM.

The Appraiser is responsible for all land acquisition review appraisals conducted under this Contract for assigned projects. Review appraisals shall be in accordance with the LAPPM.

The Appraiser shall:

- Have experience working with IDOT appraisal forms and furnish examples of such work.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Demonstrate a working knowledge of the Uniform Act, 49 CFR 24 and IDOT policies and procedures pertaining to appraising.
- Assure that the assigned deadlines are met.
- Maintain channels of communication.
- Provide a cost-effective and quality product.

Before the initiation of the appraisal for each parcel, the CITY must approve an initial contact letter to the owner of the parcel. The appraiser must prepare and submit to the Project Manager and the negotiator three (3) copies of the appropriate IDOT appraisal report form.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid at the Contract hourly price for COURT APPEARANCE.

**RELOCATIONS**

No work relating to the work of a Relocation Agent is included in this Request for Proposals.

**4.0 PROJECT DURATION**

It is anticipated that, after a firm is selected, the appraisal and negotiation process will take less than one year per project. Specific timelines will be mutually agreed upon between the selected firm and the City.

**5.0 INVOICING AND PAYMENTS**

The preferred method of compensation will be on a parcel by parcel basis.

The firm shall submit invoices at the end of every month providing that parcel Land Acquisition has been finalized for all or a portion of the aggregated parcels per project.

Invoices shall be accompanied by progress reports. The invoices will not be considered complete without a progress report, and will be deemed unpayable. The progress report will be inclusive of rates of completion for all tasks scoped and for rates of completion for all deliverable products.

**6.0 CRITICAL DATES**

Selection will be made according to the following table:

RFPs advertised .....	02/14/14 through 03/05/14
<b>Due date for Statement of Interest and Qualifications at 11:00 AM.....</b>	<b>03/05/14</b>
Selection Committee ranks submittals .....	03/12/14
Committee informs highest ranked firm and begins negotiations.....	03/13/14
Contract signed and submitted to Council Agenda process .....	03/14/14
City Council Meeting at which Contract is Recommended for Approval .....	03/25/14
Notice to Proceed Sent to Approved Firm .....	03/27/14
First project to start .....	04/15/14

**7.0 EVALUATIONS OF QUALIFICATIONS**

Firms are to submit a written Statement of Interest and Qualification which presents the firm's qualifications and understanding of the work to be performed. Selection criteria will include, but will not be limited to, qualifications, comparable recent experience, utilization of local professionals, knowledge of local requirements, policies and procedures, implementation of EEO requirements, capacity to perform work in the allotted time, and overall approach to the project. Firms interested in submitting should have recent, specific experience with this type of project.

The submittal should include:

1. Name, size and brief description of the firm, including the same information for any proposed Negotiator, Appraiser, and Review Appraiser.
2. Location of offices for the firm and for proposed Negotiator, Appraiser, and Review Appraiser, and the office location responsible for managing the project.
3. Name, address and phone number of a contact person responsible for and knowledgeable of the submittal.
4. Certification of the Negotiator, Appraiser, and Review Appraiser appearing on the IDOT Approved lists.

5. Descriptions of related project experience and client name for each project for each firm or Negotiator, Appraiser, and Review Appraiser proposed for this project.
6. Names and contact information of at least three (3) references from previous clients on similar projects.
7. Typical billing rate schedule for assigned personnel, including rate schedules for any proposed Negotiator, Appraiser, and Review Appraiser on a per-parcel basis and also on an hourly basis. Also, provide a Bulk Parcel Discount rate description if applicable and the parcel thresholds per project to initiate the Bulk Discount.
8. A brief summary of any specialized experience, qualifications or unique capabilities applicable to this project that you feel is important to the success of the project (please review the selection criteria included in this document).
9. A typical project approach.

Offerors will need to address each of the evaluation criteria set forth in Section 8 carefully and thoroughly, as all submittals will be ranked on a point value system. The evaluation will be based upon a head-to-head comparison with the other firms submitting.

The selection will be on the basis of the following:

1. Scored Statement of Interest and Qualifications.
2. The City reserves the right to interview, if necessary, after reviewing the written submittals.

#### **7.1 SUBMITTAL FORMAT**

The submittal should be as concise as possible, **with no more than 10 pages**. Additional, promotional information should be avoided. **Five (5) hard copies and one (1) electronic copy of the submittal will be required.** [Submittals should be limited to ten (10) pages per format copy.]

### **8.0 CRITERIA FOR EVALUATION**

- A) Qualifications and Experience**
- B) Availability/ability to Produce Results**
- C) Location with Respect to Peoria**
- D) Preliminary Estimate of Cost:**
  - a. The fee for the required base items, per-parcel basis
  - b. The fee for hourly base items
  - c. Bulk Discount Rate for services, per-parcel basis

**9.0 SELECTION PROCEDURE**

Each criterion in the evaluation will be ranked on a scale of 1 to 10, where 10 equals the highest ranking of submittals received. A rank of 10 for any criterion indicates the most qualified firm for that criterion. Each numerical ranking will be multiplied by the weighted value below. A total point value for each submittal will be determined by the composite evaluation of the Selection Committee. The firm with the highest overall point total will be ranked first.

<u>Criteria</u>	<u>Weight</u>	<u>Rank</u>	<u>Total</u>
Qualification and Experience	30%	10	3.00
Ability to Produce Results	30%	10	3.00
Location with respect to Peoria	20%	10	2.00
Estimate of Cost	20%	10	2.00
Total Maximum Points			10.00

**NOTE:** Total Maximum Points Possible assumes that a firm receives a best rank of 10 on all criteria.

The City of Peoria intends to interview one to three firms for this project if deemed necessary by the selection committee. If fewer than three submittals are received, the City will rate one or both firms on their statement of interest. Each criterion in the evaluation will be ranked on a scale of 1 to 10, where 10 equals the maximum ranking for that field. A rank of 10 for any criterion indicates the most qualified firm for that criterion. Each numerical ranking will be multiplied by the weighted value above. A total point value for each submittal will be determined by the composite evaluation of the Selection Committee.

The Selection Committee will determine the best qualified firm by consensus. The City reserves the right to waive all technicalities and to reject any or all Statements of Interest and Qualifications.

**10.0 EEO**

To be awarded a contract, all Suppliers, Vendors, and Contactors to the City of Peoria must be registered in the City of Peoria’s Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State or Federal program.

The number is secured by completing and submitting, under notary seal, an Employer report form CC-1 (with required sexual harassment policy attached) to the City’s Equal Opportunity Office. Please note that the Certificate of Compliance is valid for one year and must be annually renewed. The form may be found on-line from the City’s website ([www.peoriagov.org](http://www.peoriagov.org)). Click on Department Focus, Equal Opportunity Office, Forms, then select “Employer Report” or “Renewal.” The forms can also be obtained by writing or calling:

City of Peoria  
Equal Opportunity Office  
419 Fulton Street  
Peoria, IL 61602  
(309) 494-8530 Voice  
(309) 494-8532 TTY

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (**\$50.00**) processing fee will be charged with each original submission of the Employer Report Form CC-1 that results in an approved certificate, as well as the Annual Renewal Application. The only exception to payment of the processing fee is for neighborhood associations.

**Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a submittal. The EEO Certification Number is only required prior to the award of the contract.**

**EEO CERTIFICATION\*** (Check one):

\_\_\_\_\_ We are presently applying for the EEO Certification. Employer Report Form (Form CC-1) is completed and enclosed.

\_\_\_\_\_ Presently, we have the Employer Report Form (Form CC-1) on file with the City of Peoria, Office of Equal Opportunity and have a current Certificate of Compliance Number.

Certificate of Compliance Number: \_\_\_\_\_

*\*Please note there is a \$50.00 processing fee for new and renewal certification requests.*

**11.0 EMPLOYEE/EMPLOYMENT RESTRICTIONS- THE CONSULTANT:**

**THE CONSULTANT**, (hereinafter referred to as “SERVICE PROVIDER”) agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City’s determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). *This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011 through November 1, 2012.*

**12.0 OMMISSION OF SCOPE**

Please indicate if you believe a major item(s) is (are) missing from scope of services outlined in RFP.

**13.0 QUESTIONS**

All information with regard to the project is contained within the contents of this request. Questions or comments regarding the request or the process related to the request should be submitted via email to the City Engineer, Scott Reese at [SReese@peoriagov.org](mailto:SReese@peoriagov.org)