



# SMALL PROCUREMENT DOCUMENTS

for Construction Related Professional Services - RFP, Proposal & Award per AS 36.30.320 and 2 AAC 12.400

## PART A – REQUEST FOR PROPOSALS

NOTE: Small Procurement Limit is \$200,000 for State, FHWA, FAA, & FTA Funded Projects

### GENERAL INFORMATION

These documents consist of three parts (Part A - Request for Proposals; Part B - Proposal Form; Part C - Contract Award, Notice to Proceed & Invoice Summary), -- **plus the current edition dated 2018 of the Standard Provisions Booklet** (DOT&PF Standard Provisions for Small Procurements of Construction Related Professional Services) that is hereby incorporated by reference. The Booklet will not be

distributed with any of the three parts; however, a copy may be obtained on our website at the following link: <http://www.dot.state.ak.us/procurement>. The Booklet contains copies of the Small Procurements Procedure (Chapter 2 of the PSA Manual), Appendix A (General Conditions), Appendix C (Compensation), Exhibit C-1 (Methods of Payment), Appendix D (Indemnification and Insurance), and Appendix E (Certificate of Compliance).

Project Title: SIT: Sitka Rocky Gutierrez Airport Acquisition-Eminent Domain Appraisal Reviews		Contracting Agency: State of Alaska Department of Transportation & Public Facilities Southcoast Region, Design and Engineering Services	
Project Number(s): Z683720000/3-02-0268-032-2018 <b>RFP No. 25243003</b>			
Project Site (City, Village, etc.) <b>Sitka</b>			
Agency Contact: Jessica Piukala, Procurement Officer		Phone: 907-465-4488	Email: Jessica.piukala@alaska.gov
Estimated Amount of Proposed Contract:		<input checked="" type="checkbox"/> less than \$50,000	<input type="checkbox"/> \$50,000 to \$100,000
		<input type="checkbox"/> \$100,000 to \$150,000	<input type="checkbox"/> \$150,000 to \$200,000
Funding Source (check all that apply): <input checked="" type="checkbox"/> State <input type="checkbox"/> FHWA <input checked="" type="checkbox"/> FAA <input type="checkbox"/> FTA <input type="checkbox"/> Other:			
<b>REQUIRED SERVICES:</b> <input checked="" type="checkbox"/> are described in the enclosure consisting of 5 pages, dated 06/27/2023 OR: <input checked="" type="checkbox"/> are described as follows: <u>Attachment 1 to RFP: Japonski Island Subdivision Sitka Airport Map (2 pages)</u>			
<p><b>Note to Proposers:</b> Any proposer listing as a member of their team a current public officer or a former public officer who has left State service within the past two (2) years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position.</p> <p>If required, submit the attached Former Employee's Certification of Eligibility (Form 25A270). The page limit noted below does not include this form.</p>			
<p><b>Note:</b> Offerors shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the purchasing authority before proposal due date. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based upon any omission, error, or the content of the solicitation will be disallowed if not made in writing before the proposal due date.</p>			
PERIOD OF PERFORMANCE:		Begin: August 01, 2023	End: December 31, 2025

### PROPOSAL FORMAT

Written proposals to provide the required services shall consist of the enclosed "Part B - Proposal Form", completed as indicated, plus bids on the **Acquisition Parcel spreadsheet, identified as Attachment No. 2 to the RFP and a letter not to exceed Two (2) (8.5" x 11") pages.** If a Price Estimate

is required, the page limit does not include the Price Estimate. Proposals that exceed the page limit may be disqualified. Proposals may be sent by fax or electronically as indicated on page 2, or hand delivered to the Contracting Agency.

## PRICE AND METHOD OF PAYMENT

**A Price Estimate is NOT required with your proposal.** The selected Offeror shall submit a Price Estimate within **one** business day following a request from the Contracting Agency.

**A Price Estimate is required with your proposal.**

A Price Estimate shall include all tasks to perform the contract and be prepared in the format shown below. Note that a Price Estimate is not a bid. It is a negotiable offer. A Fixed Price contract is desirable; however, a Cost Reimbursement contract may result if a Fixed Price cannot be negotiated.

### PRICE ESTIMATE FORMAT (if required per above)

Fixed Price. Show proposed price per Appraisal report as listed in the Proposed Statement of Services dated 27 June 2023 and attachments noted herein. State travel costs separately. Also include your hourly rate for additional appraisal/consulting services as may be needed for master hearings/court hearings/litigation if required.

### SUBMITTAL DEADLINE AND LOCATION

DATE: July 31, 2023

PREVAILING TIME: 4:00pm

FAX: (907) 465-4238

EMAIL: [srdotpfcontracts@alaska.gov](mailto:srdotpfcontracts@alaska.gov)

Hand deliver proposal directly to following location, and person, if named; or email to address above:

Jessica Piukala, Contracts Officer, DOT&PF, 6860 Glacier Highway, Juneau, AK 99801

Late proposals will not be considered. **Offerors** are responsible to assure timely delivery and receipt and **are encouraged to respond at least four business hours prior to the above deadline.** Any addendum issued less than 24 hours prior to a Deadline will extend that Deadline by a minimum of an additional 24 hours. The Contracting Agency shall not be responsible for any communication equipment failures or congestion and will not extend the deadline for any proposals not received in their entirety prior to the deadline. Except for hand delivered proposals, confirmation of receipt by telephone or other means four hours or less prior to deadline will **not** be provided. (An out-of-town/state Offeror may also electronically transmit their proposal to a local personal representative who may reproduce a copy of it and deliver it "in person" to the submittal location prior to the deadline.)

### BASIS OF SELECTION

This solicitation does not guarantee that a contract will be awarded. All proposals may be summarily rejected. Our intent, however, is to select a Contractor based on the following criteria:

- 1) Active credentials as an Alaska Certified General Real Estate Appraiser in good standing, which shall be maintained throughout the performance period (no Appraisal Review work may be done by personnel with a temporary, limited, or restricted certification or only credentials from another body);
- 2) Freedom from conflicts with the Contract Appraisers and property owners;
- 3) Demonstrated competency (knowledge and specific experience and geographic competency), including for any subcontractors, adhering to the stated scope, especially relative to State- and Federally-funded Alaska DOT&PF projects, the specific property types and complexity of the anticipated analyses, and relevant Alaska DOT&PF policies, practices, and relevant case law;
- 4) Demonstrated ability to act successfully as "the two-way bridge between the Agency's real property valuation needs and the appraiser" (49 CFR Part 24 (especially Appendix A)), to work cooperatively with Appraisers and staff to complete credible, defensible, Approved Appraisals and appropriate Recommendations of Just Compensation;
- 5) Past performance and quality control;
- 6) Reasonableness of proposed schedule for performance and availability to meet the project timeline relative to current workload; and
- 7) Price estimate.

Proposals will be evaluated per Chapter 2 of the DOT&PF PSA Manual.

END OF PART A



# PROPOSED STATEMENT OF SERVICES

## APPENDIX B

<b>RFP No:</b> 25243003
<b>Program No:</b> Z683720000
<b>Federal No:</b> 3-02-0268-032-2018
<b>Date Prepared:</b> 27 June 2023

### SIT – Sitka Rocky Gutierrez Airport Acquisition- Eminent Domain Appraisal Review Services

The Contracting Agency is seeking professional services for Formal Eminent Domain Appraisal Reviews and related support services for the project identified above.

The estimated period of performance is ~2.5 years, approximately beginning July 2023 and ending 31 December 2025. Date extensions to complete work after the initial period is exhausted may be needed at the Department's discretion depending on the existing Appraisal Contract.

#### SCOPE

Provide to Department formal Eminent Domain Appraisal Review Services for the above-named project. As of the publication date of this RFP, the anticipated list of Appraisal reports is attached. Multiple parcel Appraisals may be combined within a single report, subject to the Appraiser's determination. Parcels are subject to revision, combination, or removal. For these reasons, please provide a bid allocated to each parcel and a separate line item for travel costs.

The successful Offeror shall provide services to ensure a transparent, consistent, and reliable acquisition and disposal process of integrity to maintain a high level of public trust by providing comprehensive Appraisal Review services employing:

- critical analyses of the Appraisal process reflected in the Appraisal report;
- methods of establishing the quality and credibility of the Appraisal; and
- supported Recommendation of Just Compensation for the proposed acquisition of property for State- and Federal-aid funded projects.

#### Tasks:

**The tasks for Offeror (Review Appraiser) in this contract may be engaged separately or in combination under a Notice to Proceed and include:**

**Task 1:** Formal Eminent Domain Appraisal Reviews; informal, administrative consistency spot checks of any Waiver Valuations; related coordination with Appraisal Contractor and Department; and technical advice and assistance to Department as needed, including on issues of project design and parcel selection as related to property acquisition challenges and Appraisal matters. This project specifically involves appraisals performed by Charles Horan, MAI, Horan and Company, LLC (hereafter Appraisal Contractor). The Department has identified one (1) parcel for fee simple fee simple for which the Appraisal Contractor is expected to produce one (1) appraisal report. See Attachment No. 1 to this RFP - Japonski Island Subdivision Sitka Airport Map (2 pages).

Offeror (Review Appraiser) shall:

- perform formal, compliant Appraisal Reviews;
- work independently and directly with the Appraisal Contractor to produce compliant, credible, reliable Appraisals and complete Appraisal reports, coordinate Appraisal deliveries, and make every effort to resolve concerns to produce final Appraisal and Appraisal Review reports acceptable to Department;
- inform Department immediately upon discovery or anticipation that just compensation may approach the Second Appraisal threshold of \$1 Million or greater;

- inform Department immediately if it is determined that site visits are necessary and provide written justification (see note\* in [PRICE, SCHEDULE, AND FORMAT FOR DELIVERABLES](#) Section of this SOS regarding required authorization for site inspections and associated travel fees);
- review all Appraisals, including Third-Party Appraisals originating from other sources (such as property owners), to the same standards;
- keep Department apprised of Appraisal Contractor's progress and submit updates to Department's Appraisal Review Log tracking Appraisal status and timing statistics at least twice monthly or more often upon request;
- notify Department immediately and assist in amending Appraisal scope, Appraisal Review scope, or appropriate Contract Amendments as appropriate when it is necessary to develop credible and defensible analyses and compliant transactions;
- notify Department immediately and assist in determining the next appropriate course of action (to include Reviewer Acting as Appraiser as set forth in the Alaska Right-of-Way Manual) when it is impossible or impractical to obtain an acceptable Appraisal and the Appraisal must be Rejected or due to Appraisal Contractor's failure to complete an acceptable Appraisal in a timely manner;
- spot check Waiver Valuations (no formal review or [Review Appraiser's Recommendation of Just Compensation Form 25A-R505](#) required);
- ensure consistency across the entirety of the project's valuations; and
- complete, maintain, and submit:
  - acceptable [Appraisal Report Checklist Form 25A-R510](#) for each Appraisal Review;
  - acceptable [Review Appraiser's Recommendation of Just Compensation Form 25A-R505](#), including calculations of the recommended compensation to extinguish the remaining fee simple interest under any existing PLOs/easements, for each parcel (parcels combined in Appraisal reports may be combined on one Recommendation); and
  - comprehensive, confidential, true and correct copy of the Reviewer's work file for each Appraisal Review (including Reviewer's notes/mark ups, appropriate supporting documentation, final Appraisal, etc.).

\*Initial Notice to Proceed (NTP) will authorize the higher amount to include travel for physical inspections, however, only desk reviews are authorized and assumed until travel is explicitly authorized. If Offeror determines site inspections are needed, Offeror (Review Appraiser) MUST provide to Department a written recommendation and justification therefor and receive written authorization to proceed from the Agency Contract Manager for this Contract. Likewise, if Department determines site visits are necessary, Department will notify Offeror and require physical inspections at the Offeror's negotiated fees. Without explicit, written authorization, Department will pay desk review fees and will NOT pay travel costs or accept associated timeline adjustments.

**Work that may be added at a later date by Amendment is as follows (Task 3 will be required work as determined by the Department of Law, and will be conducted by the Offeror (Review Appraiser) at the Department of Law's direction):**

**Task 2:** Formal Eminent Domain Appraisal Reviews for:

- Appraisal Updates ([Adjustment to an Approved Appraisal for Minor Change or Addition Form 25A-R415](#) (formerly known as "Pink Sheet"));
- Re-Appraisals (when the Update involves more than a minor change or addition or the Appraisal Contractor and Department agree that a full new Appraisal is needed);
- Second Appraisals when just compensation may approach the threshold of \$1 Million or greater; and
- Appraisal Reviews of Third-Party Appraisals originating from other sources (if any).

**Task 3:** Support litigation/legal review/reporting as engaged by DOT&PF or Department of Law, including:

- a. answering questions regarding legal matters related to the Appraisal or Appraisal Review and advising DOT&PF or Department of Law on special problems of eminent domain, condemnation, acquisition, disposal, and Appraisal techniques; and
- b. making recommendations in pre-trial court settlement and condemnation case trials and related matters (this contract does not include providing expert testimony for Department for master's hearings, litigation, and depositions).

**Required methods:**

The steps of the Appraisal Review process are outlined in the Alaska Right-of-Way Manual and reference materials from various applicable agencies and expert resources (e.g.; USDOT, FHWA, or FAA, Appraisal Foundation, etc.). The Appraisal Reviews involve Appraisals of such things as land, buildings, structures, fixtures, improvements (realty

and personalty); damages to the remainder, special benefits, cost to cure, if any; the value of items compensable under State law but not eligible for Federal reimbursement; the allocation of the remaining underlying fee simple interest to extinguish under an existing easement, and the designation of any uneconomic remnants. Related duties for this task also include:

- a. working with Department and Appraisal Contractor to:
  - i. develop or amend Appraisal scope and contract terms as necessary and as Department agrees and authorizes;
  - ii. professionally evaluate Appraisal Contractor's performance and assess contract compliance (or lack thereof), including recommendation for payment authorization; and
  - iii. facilitate the Appraisal Contractor's completion of an ultimately acceptable Appraisal and associated reports;
- b. personally investigating the project and properties, and verifying Appraisal Contractor's comparables, sources, market data, reliability, comparability, and application, including traveling for site visits when appropriate and authorized as necessary and acceptable by industry standards, and including the appropriate written certifications with justification in the Review Appraiser's final report;
- c. reviewing or performing technical studies, specialized investigations, and complex market research;
- d. reviewing methods, practices, ethics, etc. to industry and Department standards;
- e. applying "modified State Rules" where Special Benefits offset damages to the remainder but not compensation for the part taken (if no damages exist, there is no need to explore Special Benefits);
- f. interacting directly and independently with Appraisal Contractor as appropriate and facilitating corrections or modifications to obtain an acceptable Appraisal;
- g. preparing complete and comprehensive Appraisal Review reports and making recommendations on Appraisal problems;
- h. spot checking Waiver Valuations (if any);
- i. ensuring valuation consistency throughout the entirety of the project;
- j. determining the next appropriate course of action (to include Reviewer Acting as Appraiser as set forth in the Alaska Right-of-Way Manual) when it is impossible or impractical to obtain an acceptable Appraisal and the Appraisal must be Rejected or due to Appraisal Contractor's failure to complete an acceptable Appraisal in a timely manner;
- k. selecting a single approved Appraisal per parcel;
- l. making a Recommendation of Just Compensation to the appropriate Department or designee;
- m. if needed and later authorized, providing professional reviews of subsequent Revisions or Updates ([Adjustment to an Approved Appraisal for Minor Change or Addition Form 25A-R415](#) (formerly known as "Pink Sheet")); Re-Appraisals (when the Update involves more than a minor change or addition or the Appraisal Contractor and Department agree that a full new Appraisal is needed); Second Appraisals when just compensation may approach the threshold of \$1 Million or greater; and Appraisal Reviews of Third-Party Appraisals originating from other sources; and
- n. if needed and later negotiated and authorized, providing expert witness testimony and assistance for all work products they generate under a contract for this project, should those services be needed (it is unknown if this contract will involve providing expert witness testimony for the State for master's hearings, litigation, and depositions ad exact scope and costs for expert witness services will be negotiated when they are identified and will be either added to this contract as a future amendment or negotiated under a subsequent contract for the Department of Law).

**Intended Users**

The intended users shall be State of Alaska, DOT&PF *Additional* intended users shall be State of Alaska, Department of Law, and FAA. The purpose of the Appraisal(s) shall be for transactions related to property acquired or managed for eminent domain purposes, especially for negotiations related to State- or Federally-funded acquisition, vacation, relinquishment, exchange, or disposal. Appraisals and reports shall not be distributed to any other intended users until the Appraisal is Accepted by DOT&PF's authorized Review Appraiser.

**All work under this contract shall be completed in accordance with:**

- established Department procedures and the Alaska Right-of-Way Manual;
- Uniform Standards of Professional Appraisal Practice (USPAP);
- Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA also known as "Yellow Book") where required by a Federal agency as owner, etc.;
- Alaska Constitution, Statutes (particularly, but not limited to, AS 2, AS 8, AS 9, AS 11, AS 19, AS 34, AS 35, and AS 44 as amended), and regulations (particularly, but not limited to, 12 AAC and 17 AAC as amended);

- Federal-Aid laws and regulations (Federal Highway Administration and Federal Aviation Administration, particularly, but not limited to, 23 USC, 26 USC, 14 CFR, PL 91-646, 23 CFR, 25 CFR, and Uniform Relocation Assistance and Real Property Acquisition Act (42 USC 4601-4655 and 49 CFR Part 24 as amended, especially but not limited to sections on valuations, review, and [Appendix A](#));
- US Constitution, especially Amendment 5 in the Bill of Rights; and
- applicable local ordinances.

**Failure to adhere to these requirements may result in non-payment until all requirements have been satisfied.**

**ADMINISTRATIVE REQUIREMENTS:**

**Project Staff.** All services must be performed by or under the direct supervision of the individuals named below. Only prior written Department approval shall accomplish replacement of, or addition to, the Project Staff named below:

NAME/POSITION	PROJECT RESPONSIBILITIES
Eminent Domain Review Appraiser	Provides all professional services, research, and expertise for the tasks on a project. This is non-transferable and may not be subcontracted or assigned to other staff.

**Offeror shall at all times:** keep abreast of professional standards, building codes, trade practices, contracts, policy and procedure manual and advancements in the field (including knowledge of principles, policies, and procedures of Appraisals, right-of-way engineering, condemnation and real estate law, relevant court decisions, Federal-aid requirements, real estate marketing, negotiation, title examining, financing principles, and regulations, etc.); and professional and peer-group publications to effectively advise Appraisal Contractors, contractors, staff, and counsel of new developments in the Appraisal, Appraisal Review, and eminent domain fields.

Offeror shall provide signed reports and certifications as required to attest to the reliability and conformance of each final work product for which they are responsible. The work shall consistently exhibit Offeror's competency and ability to resolve the most complex and difficult Appraisal and Appraisal Review problems in a collaborative manner.

**PRICE, SCHEDULE, AND FORMAT FOR DELIVERABLES:**

**Provide costs and timelines for each parcel for each of the following:**

- initial DOT&PF Appraisal (Task 1) – desk review\* only (no travel);
- adjustment for travel for Reviewer's site visits, if needed;
- informal, administrative consistency spot checks of Waiver Valuations, if any; and
- hourly consulting fee rate (if needed outside reviews and authorized under a future NTP).

**Provide total, all-inclusive bids: one for desk reviews and one for added site visits.** \*See note in Task 1 regarding desk reviews and site inspections.

**Standards, Guidelines, References, and Software:** *As applicable*, the Consultant shall provide and use the most current editions of any publications of standards, guidelines, or references that have been adopted by Department at the time that contract services begin under a valid Notice to Proceed. Major changes during the course of the project that change the contract criteria or scope may be addressed by Amendment.

**Standard software programs used by Department include, but are not limited to, the following:**

- Microsoft Office Suite: Word, Excel, PowerPoint, Outlook, Project, Teams;
- Google Earth Pro; and
- Adobe-compatible \*.pdf writer, reader, and e-file printer.

The Consultant shall use Department's templates, forms, etc. wherever applicable.

**Submittal Requirements for Deliverables:** Offeror shall create and prepare deliverables in formats compatible with Department-standard software (Microsoft Office Suite and Adobe) and submit electronically by email to H. O'Claray, at [heather.oclaray@alaska.gov](mailto:heather.oclaray@alaska.gov). In addition, by request, documents must be provided in their original electronic format.

Offeror shall complete, organize, maintain, store, and confidentially secure all required and appropriate work products, supporting work files, and documentation in accordance with DOT&PF policies, retention schedules, and other governing and guiding policies (such as those set by the Appraisal Foundation, Appraisal Subcommittee, State certification requirements, Code of Federal Regulations, Alaska Right-of-Way Manual, etc.). Offeror shall keep records accessible and timely provide acceptable versions of these items to DOT&PF or Department of Law for duplicate record keeping or reference. Contractor acknowledges and permits Department to provide copies of Contractor's work and related documents for confidential use with other Contractors and Consultants at Department's discretion.