

**CITY OF FRESNO AIRPORTS DEPARTMENT
REQUEST FOR QUALIFICATIONS (RFQ) FOR APPRAISAL SERVICES**

**Appraisal Services Regarding
Airport Facilities and Associated Airport Owned Properties
at Fresno Yosemite International Airport (FAT) and
Fresno Chandler Executive Airport (FCH)**

PROGRAM NARRATIVE

The City of Fresno (CITY) Airports Department (Department) is seeking statements of qualifications (SOQs) and experience from commercial and industrial appraisers for valuation studies to determine the market rent for airport properties (i.e., land and/or improvements) being used for commercial, industrial, and aeronautical purposes. Qualified appraisers will provide professional appraisal services for Airport Facilities and Associated Airport Owned Properties at Fresno Yosemite International Airport (FAT) and Fresno Chandler Executive Airport (FCH) on an individual project or on call basis over the next five (5) years. Firms or individuals with experience related to Appraisal Services at airports or similar facilities are encouraged to participate.

BACKGROUND

The Department routinely executes agreements for land leases at both FAT and FCH. Some leases involve the lease of existing facilities, and some are for the development of new facilities at FAT and FCH. These leases must be at the Fair Market Value (FMV) for the Airport generate enough revenue to operate. These requirements are a part of the Grant Assurances issued by the Federal Aviation Administration (FAA) as a part of Airport Improvement Program (AIP) grants that the Airport receives. The Department is seeking firms with experience from commercial and industrial appraisers for valuation studies to determine the market rent for airport properties (i.e., land and/or improvements) being used for commercial, industrial, and aeronautical purposes. The Department may select multiple firms depending on scale/complexity of projects and areas of expertise. Consultant selection will follow “FAA Compliance Guidance Letter 2018-3, Appraisal Standards for the Sale and Disposal of Federally Obligated Airport Property”, and City of Fresno Administrative Order 6-19 “Contracts for Consultant Services.”

A. SCOPE OF WORK

On an individual project or on call Agreement basis, services will include but are not limited to the following:

The Department currently owns undeveloped land at FAT and FCH. According to the requirements of the FAA, in order to determine fair market rental value (FMRV) for these improvements, both entities are required to engage an MAI appraiser, develop a proposed FRMV for each parcel that is available for development.

Once selected, the appraiser may be asked to perform the following services. Additionally, an analysis and an appraisal report for each facility considering one or more of the following factors:

- 1) A fair market rental value of improvements, based on comparable facilities showing a separate value for the land in use.
- 2) That the value of the property in use is for a tenant-conducted aeronautical business, requiring access to the airfield, additional airport owned property, and is leased on a triple net basis.
- 3) Any other pre-approved factors for establishing an appraisal report.

B. MINIMUM QUALIFICATIONS

To meet minimum qualifications, participating firms or individuals must demonstrate the following distinguishing experience as, and knowledge of, but not limited to, the following:

1. Company: The Company must have the ability to obtain the required insurance as specified in Attachment A.
2. Appraiser:
 - i. The Appraiser must be a member of the Appraisal Institute with a Member Appraisal Institute (MAI) designation; and
 - ii. Appraisers should have a working knowledge of the aviation industry, including commercial airports, FBO and related general aviation facilities, and associated aeronautical activities, and be familiar with FAA and State of California rules and policies affecting airport property.
 - iii. Appraisers should have completed a minimum of five aeronautical property appraisals of improved properties with at least three (3) comparable locations.
 - iv. SOQs must include a brief summary of aviation appraisal experience, and your proposed scope of work for the pending assignment, based on the information provided herein. Proposers are encouraged to propose any enhancements that will provide added value to the appraisal product.
3. Timeline: The Company shall have the resources required to complete the appraisal in a reasonable amount of time.

C. CRITERIA FOR CONSULTANT SELECTION

1. Firm's overall experience in providing the services requested, as demonstrated by recent, similar experience.
2. Expertise of the Firm's staff assigned to this project.
3. Approach to providing the services given an understanding of the City's scope provided above.
4. References.

D. ADMINISTRATIVE PROCEDURES

1. Guidance presented in FAA CGL 2018-3 "Appraisal Standards for the Sale and Disposal of Federally Obligated Airport Property" and City of Fresno Administrative Order 6-19 "Contracts for Consultant Services" will be used.
2. A selection panel will evaluate all timely submissions that meet the Minimum Qualifications as outlined in Section **B** of this RFQ and prepare a short-list of the most qualified firms. Firms not on the short-list will be notified that they were unsuccessful but may be requested, for a fee, to perform an Independent Fee Estimate at a later date.
3. Detailed information on the qualifications and performance data of each of the consultants on the short-list will be obtained by contacting former clients and other references provided in the SOQ's.
4. If an interview process is deemed necessary, then the top three to five firms may be invited to make a presentation before the selection panel. Interviews may or may not be conducted.
5. The short-listed Consultants will be reviewed based on their qualifications, submissions, reference checks and presentation using the Criteria for Consultant Selection identified in Section **C**.
6. The outcome of the review will then be presented to the Director of Aviation.
7. The Director of Aviation will select a firm based on qualitative analysis. Any selection shall be on the basis of the criteria specified and made to the Proposer whose proposal is judged as providing the best value in meeting the interest of the Fresno Yosemite International Airport objectives. More than one firm may be selected for the projects. The City reserves the right to choose which project will be assigned to which consultant.

8. The firm best qualified will be invited to negotiate a scope of work and fee for individual projects and/or will be put under contract to perform on an “on call” basis. If an agreement is not reached for an individual project or “on call” services with the selected firm, then that firm will be disqualified. Scope of work and fee negotiations will then proceed with another qualified firm. The City reserves the right to terminate the selection process and/or re-advertise for consulting services at any time in this process.
9. A City of Fresno Agreement for Professional Consulting Services will be executed once negotiations have been successful and a firm is selected for award of a contract. A copy of a sample agreement is available upon request. The selected firm shall be required to submit documentation to substantiate compliance with all Agreement terms including a “Conflict of Interest Declaration” on City furnished forms and obtain required insurance coverage.
10. In accordance with the Code of Federal Regulations, 49 CFR parts 23 and 26, the City will carry out applicable federal requirements in the award and administration of any contract awarded hereunder.
11. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

E. REGULATED COMMUNICATION IN CITY PROCUREMENT PROCESS ORDINANCE

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective April 29, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer, or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov>. Under *Departments, Finance, Municipal Code*, or view the Fresno Municipal Code directly at:

https://library.municode.com/ca/fresno/codes/code_of_ordinances

F. DEBARMENT

A Bidder may be debarred from bidding or proposing upon or being awarded any contract with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Bidder may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the Ordinance may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

G. GENERAL REQUIREMENTS/CONDITIONS

1. The City hereby notifies all interested firms that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
2. Title VI Solicitation Notice -- The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
3. Some projects will be funded with financial assistance from the U.S. Department of Transportation, FAA and/or other federal departments. In accordance with the Code of Federal Regulations, 49 CFR parts 23 and 26, the City will carry out applicable federal requirements in the award and administration of any contract awarded hereunder. The following federal provisions are specifically included by reference:
 - a. Debarment and Suspension – 2 CFR part 180

- b. Disadvantage Business Enterprise – 49 CFR part 26
 - c. Trade Restriction Certification – 49 CFR part 30
 - d. Lobbying and Influencing Federal Employees – 49 CFR part 20, Appendix A
4. DBEs will be afforded full opportunity to submit SOQs in response to this invitation. In addition, a bidder who intends to subcontract a portion of the work shall affirmatively seek out DBEs that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability, and prices. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
 5. By submitting a statement of qualifications/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
 6. Prospective firms are subject to the Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code). With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process. Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process.
 7. Prospective firms are advised that the City in the solicitation or evaluation of the interested consultants incurs no obligation or commitments. The City reserves the right to waive or modify any part of this RFQ process without penalty at their sole discretion.
 8. The City reserves the right to define and/or redefine tasks and select for negotiation individual firms and /or assemble submitting firms into implementation teams as it sees fit.
 9. The City reserves the right to choose which scope of work will be assigned to one or more consultants.
 10. Submission of a Statement of Qualification from a proposing firm indicates a willingness to prepare, for a fee, an independent cost estimate even though the firm or individual is not selected to continue beyond Phase One of the selection process. Preparation of the independent

estimate, if requested by the Airport, will eliminate a firm or individual from further consideration for this project.

Any questions or concerns relating to this Request for Qualifications shall be submitted via email to melissa.garza-perry@fresno.gov. Questions will be accepted up to five (5) working days prior to the SOQ submission date.

SUBMIT REQUEST FOR QUALIFICATIONS:

All firms or individuals interested in responding to this Request for Qualifications shall do so by submitting **One Original and four copies five total** of their Statement of Qualifications, with the name of the RFQ marked clearly on the outside by: January 9, 2023, prior to 3:00 PM PDT to Attention of:

Melissa Garza-Perry, Airports Properties Manager
City of Fresno, Airports Department
4995 E. Clinton Way,
Fresno, CA 93727-1525
(559) 621-4500

ATTACHMENT A Insurance & Indemnification

Indemnification

To the furthest extent allowed by law, SERVICE PROVIDER shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, SERVICE PROVIDER or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SERVICE PROVIDER'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If SERVICE PROVIDER should subcontract all or any portion of the work to be performed under this Agreement, SERVICE PROVIDER shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

Insurance Requirements

(a) Throughout the life of this Agreement, SERVICE PROVIDER shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, SERVICE PROVIDER or any of its subcontractor fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to SERVICE PROVIDER shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any

way relieve SERVICE PROVIDER of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by SERVICE PROVIDER shall not be deemed to release or diminish the liability of SERVICE PROVIDER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SERVICE PROVIDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SERVICE PROVIDER, vendors, suppliers, invitees, consultants, subcontractor or anyone employed directly or indirectly by any of them.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Service Provider’s profession.

MINIMUM LIMITS OF INSURANCE

Service Provider, or any party the Service Provider subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event Service Provider purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Service Provider shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Service Provider shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents, and volunteers; or
- (ii) Service Provider shall provide a financial guarantee, satisfactory to

City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) *All policies of insurance* required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. SERVICE PROVIDER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SERVICE PROVIDER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SERVICE PROVIDER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured. SERVICE PROVIDER shall establish additional insured status for the City and for all ongoing and completed operations under the Commercial General policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the SERVICE PROVIDERS' insurance shall be primary to and require no contribution from the City. The Commercial General policy is required to include primary and non contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If SERVICE PROVIDER maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by SERVICE PROVIDER.

- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.
- (vii) The Commercial General Liability, Automobile Liability and Workers' Compensation insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

If the Professional Liability insurance policy(ies) are written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Service Provider.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years' after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Service Provider, Service Provider must purchase "extended reporting" coverage for a minimum of five years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS - If Service Provider subcontracts any or all of the services to be performed under this Agreement, Service Provider shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no Side Agreement is required, Service Provider will be solely responsible for ensuring that its subcontractor maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

PROVIDING OF DOCUMENTS - SERVICE PROVIDER shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SERVICE PROVIDER shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of SERVICE PROVIDER shall also be required to provide all documents noted herein.