



citycounty insurance services  
www.cisoregon.org

## Request for Proposals (RFP)

### Property Appraisal Services

CIS (Citycounty Insurance Services)  
1212 Court Street NE  
Salem, OR 97301  
(503) 763-3800

RFP Schedule	
Issuance of RFP:	<b>November 1, 2017</b>
Submission of Questions about the RFP:	<b>November 15, 2017, 5:00 p.m. (PST)</b>
Proposal Due:	<b>December 1, 2017, 5:00 p.m. (PST)</b>
Anticipated Contract Award:	<b>March 1, 2018</b>

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**REQUEST FOR PROPOSALS  
FOR  
PROPERTY APPRAISAL SERVICES  
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## **I. INTRODUCTION**

### **A. PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified vendors to provide property appraisal services for CIS Trust ("CIS"). CIS currently provides property coverage for 316 Oregon members including 232 of 241 eligible cities, 28 of the 36 counties in the state, plus another 76 intergovernmental agencies. These members include in their assets approximately 12,000 different property locations representing a total property value at risk of approximately \$9 billion. All property is located in Oregon or immediately adjacent to the state.

To properly protect these assets, CIS considers it important to obtain current and professional valuations on these properties from time to time. We are in the final year of a 5-year program established to provide appraisals for members on all covered structures having a value greater than \$250,000. Our intent with this RFP is to have another 5-year program appraising structures that have a prior appraisal and any newly-insured structures valued above \$100,000. We are considering moving to a \$500,000 minimum threshold for this next 5-year program.

### **B. BACKGROUND**

CIS (Citycounty Insurance Services) is a public entity that provides insurance and risk management services to Oregon cities and counties and other public entities created by these cities and counties. Based in Salem, CIS was formed in 1981 by its parent organizations, the League of Oregon Cities and Association of Oregon Counties. The majority of cities and counties in Oregon participate in one or more CIS programs (property, liability, workers' compensation, and health benefits). These participating entities are considered CIS members.

At present, there are 1,850 structures insured with CIS that have a value between \$250,000 to \$499,999 and 3,040 structures with a value of \$500,000 or higher.

The appraiser we currently use is AssetWorks. We have no particular concerns with their services. In accordance with our purchasing policy, we periodically conduct as due diligence to ensure CIS members are receiving the best value for their contributions.

## **II. SCOPE OF WORK**

The successful vendor shall provide professional appraisal services. Specific duties will include, but not be limited to, the following:

1. Onsite physical inspection and appraisal of designated CIS member properties by professionally trained staff with attention to and report comments on each of the following:

- a. occupancy/usage
  - b. quality of construction
  - c. number and height of building stories
  - d. year built
  - e. class of construction
  - f. floor area
  - g. all relevant additional features such as HVAC, basement, plumbing, elevators, perimeter, sprinklers, mezzanines, balconies, and any other features which add value or pose special replacement costs
  - h. general overall condition
2. Provide both replacement cost and actual cash values for each building or structure appraised. Building and structure values are understood not to include land values, but to include foundations, underground plumbing plus costs associated with replacement as required under ORS public contracting requirements, commonly referred to as "Little Davis-Bacon" requirements, and extra cost of construction in rural areas.
3. Conduct historical or reproduction cost appraisals of buildings or structures on locations elected by CIS.
4. Valuation of contents on a cost new replacement basis for each building or structure appraised; contents understood to include office furniture, equipment, communication equipment, computer hardware, consumable items, and any other personal property usual to the intended occupancy, but excluding works of art, intangible assets, mobile equipment, licensed vehicles, and assets and personal property owned by member employees. Valuation of contents would be based on a formula rather than the actual count of assets in the structure.
5. Appraiser to provide comments on any hazards that are seen on or in the structure such as vacancy, general housekeeping issues, building condition (repair or maintenance such as signs of a leaking roof), or presence of high hazard occupancy.
6. Location identification including address verification and corrections as necessary. The final report is to include the current CIS member schedule location number together with any new appraiser-assigned location numbers if changes to site are needed.
7. Provide itemized detail and values of land improvements described in the report, such as playground equipment, fencing, lights, etc.
8. Details of any additional items listed at building location such as pumps, generators, etc. are to be noted on the appraisal reports as features or in notes section.
9. Report to include at least one digital color photo of each appraised building.

10. Global Positioning System location coordinates to be provided for each appraised building.
11. Flood zone codes are to be included on the report photo pages.
12. Well houses, pump stations, lift stations and treatment plant processes to include permanently installed operating equipment as part of the total building value.
13. Waste/Water Treatment Plants appraised on a "by process" basis, such as filters, flocculation buildings, surge tanks, aerator buildings, and the like.
14. Detailed notes will be provided on each photo report page of significant information on the building explanation for large swing in value, building leased out (type of occupancy), etc.
15. Appraisals requested on buildings under the \$100,000 threshold will be offered to members during the regular appraisal time frame for the same pricing CIS receives.
16. Provide CIS Underwriting information on market trends for property each year for our renewal preparation.
17. Appraiser contact with Member's agent prior to contact with member if member utilizes an independent insurance agent to provide opportunity to accompany appraiser.
18. Separate report from the photo page to compare prior values to new and that notes large swings in value.
19. CIS will consider other services offered by the proposer.

During each annual cycle of the appraisal process, CIS expects receipt of the following:

1. Monthly status reports as appraisals are completed with appraiser notes of the counts of buildings completed. Monthly status will include any buildings under the threshold that member requested in the field for billing back to member.
2. Prior notification of approximate date appraiser would available to Member for appraisal.

All appraisal work during a fiscal year (July to June) should be completed by **December 1<sup>st</sup>** of that year. Upon completion of the appraisal work, CIS expects the appraiser to distribute preliminary reports to agents, CIS members, and CIS for a 2-week review. After the review, final reports would be completed and provided to agents, CIS members, and CIS by **February 1<sup>st</sup>** and include:

1. Reports printed in a format with one location per page, containing no less information than described in the Scope of Services above, and
2. Electronically-summarized appraisal data updating an Excel spreadsheet provided by CIS.

### III. SCHEDULE AND SUBMITTAL

#### A. RFP AND EVALUATION SCHEDULE

Issuance of RFP:	<b>November 1, 2017</b>
Deadline to Submit Written Questions about the RFP:	<b>November 15-2017, 5:00 p.m. (PST)</b>
Proposal Due Date:	<b>December 1, 2017, 5:00 p.m. (PST)</b>
Evaluation of Proposals, Finalists Selected:	<b>December 15, 2017</b>
Finalist Interviews:	<b>Week of January 8, 2018</b>
Anticipated Contract Award:	<b>March 1, 2018</b>
Commencement of Contract:	<b>June 1, 2018</b>

#### B. CIS CONTACT PERSON

**Scott Moss**  
 Property/Casualty Trust Director  
 1212 Court St. NE  
 Salem, OR 97301  
 Email: [smoss@cisoregon.org](mailto:smoss@cisoregon.org)  
 Phone: 503-763-3840

#### C. WRITTEN QUESTIONS

If proposers have questions about the RFP, they are encouraged to submit them as soon as possible, but no later than the **5:00 p.m. (PST) on November 15, 2017**. Questions must be in writing and may be e-mailed to the Contact Person above. CIS will not be obligated to answer any questions received after the deadline, or any questions submitted in a manner other than as instructed above.

#### D. PROPOSAL SUBMITTAL

##### 1. General

Proposals must be received by **5:00 p.m. (PST) on December 1, 2017**. Any proposal received after this date and time will not be considered.

Delivery of proposals by the specified deadline is the sole responsibility of the Proposer. CIS will not be responsible for, nor accept as a valid excuse, any delay the method of delivery used by the Proposer except where it can be established that CIS was the sole cause of the late receipt.

## **2. Method of Submittal**

The proposal must be submitted in electronic form in an email to the Contact Person above.

## **3. Evaluation Criteria**

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to CIS. CIS expressly reserves the right to reject all proposals and make no award under this RFP.

The following criteria will be considered in evaluating the proposals:

- Quality of the proposal, including an expressed understanding of CIS' requirements;
- Qualifications;
- Experience, particularly with similar projects;
- References;
- Staffing & Project Organization;
- Work Plan/Technical Approach;
- Cost Schedule;
- Miscellaneous, including exceptions/deviations

## **IV. GENERAL INSTRUCTIONS**

### **A. ORAL COMMUNICATIONS**

Any oral communication by CIS' contact person(s) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of CIS, a proposer or selected firm(s).

### **B. CHANGES TO RFP**

If it is necessary to make material changes to the RFP, CIS will e-mail written RFP addenda to all recipients of record of the original RFP and post such addenda on CIS' website ([www.cisoregon.org/About/RFS](http://www.cisoregon.org/About/RFS)). Recipients of record are those parties to whom CIS directly sent a copy of the RFP. Responses to written questions received by the specified deadline will be incorporated in an RFP addendum.

It is the responsibility of the proposer to inquire of CIS as to any addenda issued. This may be done by checking CIS' website prior to the proposal submittal deadline. All addenda issued shall become part of the RFP.

#### **C. EXCEPTIONS / DEVIATIONS**

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in a separate element of the submitted proposal under the heading "Exceptions and Deviations."

#### **D. AUTHORIZATION TO DO BUSINESS**

Proposers must be authorized to do business in the State of Oregon and in the local jurisdiction in which they are located or where the work will be performed.

#### **E. PRE-CONTRACTUAL EXPENSES**

CIS shall not be liable for pre-contractual expenses incurred by a proposer in the preparation of its proposal and proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the proposer to: (1) prepare and submit its proposal to CIS; (2) negotiate with CIS on any matters related to this RFP; and (3) any other expenses incurred by a proposer prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit CIS to award a contract. CIS reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer simultaneously, or to cancel all or part of this RFP.

#### **F. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS**

A proposer may withdraw its proposal at any time prior to the submittal deadline by sending CIS a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by CIS and not withdrawn becomes an irrevocable offer available for acceptance by CIS immediately and for 90 days thereafter. Proposers are responsible for the accuracy of their proposals and no allowance will be made for errors or price increases that a proposer later alleges are retroactively applicable.

#### **G. DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP become the property of CIS, except for information identified by a proposer as being proprietary. A blanket statement that all contents of the proposal are proprietary will not be honored by CIS. Please note that as a public entity, CIS is subject to Oregon public records law, which may require the disclosure of information regarding proposals or a subsequent contract.



## **H. IMMATERIAL DEFECTS IN PROPOSAL**

CIS may waive any immaterial deviation or defect in a proposal. CIS' waiver shall in no way modify the RFP documents or excuse a proposer from full compliance with the RFP if awarded the contract.

## **I. WRITTEN AGREEMENT**

The proposer selected for contract award through this RFP shall be required to enter into a written agreement with CIS governing the provision of professional services to CIS members and other eligible entities. The agreement will include pertinent terms and conditions set forth in this RFP and will reflect the proposer's offer or the outcome of contract negotiations. The agreement will also include, to the extent applicable, the provisions described in Appendix A and any terms or conditions added by addendum.

It is anticipated that the proposer may enter into separate agreements with subcontractors to fulfill the terms of this contract. CIS will not be a party to those separate agreements, nor in any fashion a guarantor or indemnitor of them.

## **J. TERM OF CONTRACT**

If a contract is awarded through this RFP, it will be effective upon full execution of the agreement, which CIS expects to be **on or about June 1, 2018**. No agreement with CIS shall be in effect until a contract has been approved by the CIS Board of Trustees or designee and has been signed by both parties.

## **K. NEWS RELEASES**

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of CIS.

## **V. PROPOSAL FORMAT AND CONTENT**

The proposal submitted in response to this RFP must contain the information required in Sections A through E below. Brevity is preferred. For the questions in Sections B through D, please precede your answers with a restatement of the question. If you intend to use any subcontractors in fulfillment of services, information should be furnished for both your firm and the subcontractors where appropriate.

Submitting general marketing materials about your firm in lieu of providing specific answers to questions will not be acceptable. If you wish to submit marketing materials, you should do so as a separate addendum rather than as part of the formal response.

## A. COVER LETTER

All proposals must include a cover letter addressed to the Contact Person in Section III, B above. At a minimum, the cover letter must contain the following:

1. Identification of the proposer, including business name, address and telephone number.
2. Name, title, address, telephone number, and e-mail address of a contact person during the period of proposal evaluation.
3. Acknowledgment of RFP addenda received, if any.
4. A statement that the proposal shall remain valid for a period of not fewer than **90 days** from the due date for proposals.
5. Any exceptions to any specified criteria in this RFP.
6. Identification of any information contained in the proposal which the proposer deems to be confidential or proprietary and wishes to be withheld from disclosure. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by CIS.
7. Signature of a person authorized to bind the offering firm to the terms of the proposal.

## B. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

1. Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state, or local public agency.
2. Describe your firm's experience and qualifications for providing the required services to CIS. Specifically highlight those qualifications that distinguish you from your competitors. The focus should be on recent experience within the last **5 years** that is relevant to the scope of work outlined in this RFP.
3. Describe the methodology proposed to be used for establishing values for various types and classes of properties.

4. Describe your firm's approach and methodology for estimating the values of buildings and contents specifically.
5. Describe your firm's experience, expertise, and approach to estimating "historical reproduction costs" for historically significant properties.
6. Describe your firm's experience, expertise, and approach to estimating replacement cost values for specialized municipal structures such as water or sewer treatment facilities, traffic signals, and swimming pools.
7. Describe your firm's experience, expertise, and approach to estimating replacement cost values for electrical substation equipment, reservoirs, and water containment structures.
8. Provide a sample of the proposed reporting format, including the proposed format for electronic reporting.
9. Describe any functions which your proposal contemplates will be performed by CIS staff.
10. Describe in general terms the staff you'd anticipate assigning to this project and where those staff would be based.

#### **C. STAFFING AND PROJECT ORGANIZATION**

1. Identify the key personnel from your firm who would be assigned to this project. Include a brief description of the number of years with your firm, qualifications, professional certifications, job functions, current caseload, and office location(s). Designate an Engagement Manager who would be ultimately responsible for the relationship and a Project Manager who would provide day-to-day direction of the required work. Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the proposal.
2. If more than two people will be assigned to CIS' project, include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

#### **D. WORK PLAN / TECHNICAL APPROACH**

1. Describe in detail what information, documents, staff assistance, facilities or other resources you would require from CIS or its members to complete your work; declare any critical assumptions upon which your work plan is based.
2. Describe succinctly how your firm would accomplish the work and satisfy CIS' objectives described in this RFP. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.

3. Describe the work products and other deliverables you would provide to CIS and our members. State the purposes for which the work products could be used and any limitations your firm would impose on their usage.

## **E. COST SCHEDULE**

The Proposer's cost schedule must be submitted with the proposal.

All costs are to be contained in this schedule. For each service element, include a cost and state a grand total for all service elements. Include any applicable fees, such as administration fees.

The schedule should also include the method used to charge for any special requests, reports, or broadening of the scope of the work beyond that described in this RFP, including the methodology for extension of rates in subsequent contract years.

This section must also include payment terms required for services rendered and a preferred schedule of billing dates.

The fee is by structure. Please include two fee schedules. One schedule showing fees if CIS maintains its current threshold of \$250,000 for currently-insured structures and \$100,000 for newly-insured structures. The schedule should show fees for structures valued between \$100,000 to \$249,999, \$250,000 to 499,999, and \$500,000 and higher. The second schedule should show fees if CIS moves to a \$500,000 threshold. In both schedules, include fees that CIS members will be charged for appraisals below the CIS threshold.

## APPENDIX A – CIS CONTRACT CONSIDERATIONS

CIS contracts will be subject to the following standards. These are not exclusive and other contract clauses and provisions will obviously be applicable as well. However, these are areas respondents to CIS RFPs should be aware of in considering and preparing responses.

### A. MANDATORY PROVISIONS:

1. Indemnity Provision. There shall be no provision requiring CIS to indemnify contractor for contractor's acts or omissions. Indemnity provisions should be mutual and reciprocal. Our standard indemnity clause is as follows:

**Contractor agrees to hold harmless, indemnify, and defend CIS, and its officers and employee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents in performance of services pursuant to this Contract. CIS agrees to hold harmless, indemnify, and defend Contractor and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or related to the acts or omissions of CIS or its officers, employees, subcontractors, or agents pursuant to this Contract.**

2. Independent Contractor Status. The following shall be included in CIS contracts:

**Contractor shall perform the required services as an independent contractor and not as an "officer, employee, or agent" of CIS as those terms are used in ORS 30.260 through 30.300. Although CIS reserves the right to evaluate the quality of the service provided by Contractor, CIS will not control the means or manner of Contractor's performance.**

3. Governing Law and Venue. CIS contracts shall subject to the laws of Oregon and venue for any disputes arising out of the contractual relationship. The contract shall include the following clause or the substantial equivalent:

**This contract shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between CIS and Contractor arising from or related to this contract shall be brought and conducted in the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought in the U.S. District Court for the State of Oregon.**

4. Insurance. Except under special circumstances, and with the approval and consent of CIS Executive Director, the following minimum insurance provisions shall be specified in the contract:

During the term of this contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:

- a. Workers' Compensation insurance in compliance with ORS Chapter 656, if Contractor employs "subject workers".
- b. Comprehensive General Liability insurance applicable to the services provided to CIS, with a combined single limit, or the equivalent, of not less than \$2,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract.
- c. Automobile Liability insurance applicable to the operation of Contractor's trucks or automobiles with a combined single limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, non-owned, and hired vehicles, as applicable.
- d. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits without 30 days prior written notice from the Contractor or its insurer(s) to CIS.
- e. Certificates of Insurance. As evidence of the insurance coverages required by this contract, the Contractor shall provide acceptable insurance certificates to CIS as soon as practicable upon written request by CIS. If requested, complete copies of insurance policies, shall be provided to CIS.

#### **B. OTHER CONTRACT CONSIDERATIONS:**

1. Limitations on Liability and Warranties. Responses to RFP's should include a description of any limitations on liability to either CIS or purported third party liability limitations contractor would propose to include in a contract with CIS. These provisions are disfavored and will be a consideration in our review and comparison of RFP responses.
2. Termination. While termination provisions are negotiable, any provision that would not permit CIS to terminate the contract with a reasonable notice period, without further obligation, would be strongly disfavored and allowed only with the consent of the Executive Director. Our preferred termination provision is as follows:
  - a. This contract may be terminated at any time by mutual written consent of the Parties.
  - b. CIS may, at its sole discretion, terminate this contract, in whole or in part, upon 30 days written notice to contractor. In the event of such a termination, CIS agrees to pay Contractor the fees and expenses reasonably incurred prior to such termination.

- c. CIS may terminate this contract immediately upon notice to Contractor, or at such later date as CIS may establish in such notice, if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform in a timely manner the services under this contract, and such breach, default, or failure is not cured within 10 business days after delivery of CIS' notice, or such longer period as CIS may specify in such notice.
  - d. Contractor may terminate this contract upon 10 days' written notice to CIS if CIS fails to pay Contractor pursuant to the terms of this contract and CIS fails to cure within 30 days after receipt of Contractor's written notice, or such longer period as Contractor may specify in such notice.
- 3. Dispute Resolution. Mandatory arbitration provisions are disfavored. Our position is that alternative dispute resolution is encouraged, but arbitration should be undertaken only when both parties agree to it at the time of the dispute. If arbitration is undertaken, we would not consent to the rules and procedures of the American Arbitration Association. Other standard rules are available, or the parties can simply agree to rules and procedures as they deem appropriate. Provisions requiring mediation as a precedent to other legal action are acceptable.