



Notice of Need N32209

On Call Commercial Appraisal Services

Date of Request: Date

Response Due By: December 2, 2021, 2:00 PM, CST

Written responses and requests for information should be directed to:

Teresa Houchins
Unified Government of Wyandotte County/Kansas City, Kansas
Office of Procurement & Contract Compliance
Phone: 913-573-5244
thouchins@wycokck.org



SOLICITATION

NOTICE OF NEED

On Call Commercial Appraisal Services

PURPOSE

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) is seeking to obtain services of qualified appraisal firms to perform fair market value appraisals, for various tax years and other related services (i.e. potential testifying before Court of Tax Appeals) for commercial properties located in Wyandotte County.

Any questions regarding this Notice of Need shall be directed in writing to the attention of Teresa Houchins via email at touchins@wycokck.org or 913-573-5244. All telephone conversations must be confirmed in writing by the interested party.

The Unified Government seeks to identify and retain qualified service providers to determine the fair market value, as defined by K.S.A. 79-503a, of properties comprising of tax parcels for various tax years, whose values may be appealed or have been appealed by the property owner.

The service provider is expected to perform appraisals on parcels identified by the County appraiser's Office. The appraisal reports shall be summary or self-contained. Each appraisal will be due back to the Unified Government Appraiser by a specified time after the appraisal is ordered. And in accordance with the engagement letter, prepared by the County Appraiser, that will initiate each appraisal assignment. Appraisals could incorporate various types of commercial properties such as retail, office, industrial, warehouse, multi-family and restaurant. Firms should specify in their submittals if there is a certain area of expertise in any commercial property type.

The service provider will also be expected to submit a sample appraisal report of an appraisal done for purposes of a recent valuation appeal with a Kansas County Appraiser's Office or provide the Unified Government with the name of a property which the firm recently (within six months) completed an appraisal on the purposes of a valuation appeal so the Unified Government can contact that County and request a copy from them. The appraisal must conform to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of The Appraisal Foundation and in effect as of the date of valuation of the property being submitted.

All statements of qualifications will be reviewed by the evaluation committee. The Unified Government reserves the right to ask for clarifications or expansion of the information submitted by any or all respondents. The UG may select firms based directly on the written qualifications including any written amendments or at its discretion, prepare a short list and hold interviews for selected firms. The UG anticipates agreements with multiple firms to obtain the appropriate breadth of experience. There is no guarantee of work under these agreements since the Unified Government cannot predict the number nor the type of appeals that may be filed in the future.

The proposed contract shall run through December 31, 2022 with four, one year extension options at the agreement of both parties.

Submittal Requirements

A) Introduction Statement

- 1) Provide the complete name and address of their firm
- 2) Provide the name, mailing address, email address and telephone number of the person who will be the point of contact for this contract.

B) Staff Experience and Qualifications

- 1) Provide resumes of those individuals on staff, including what certifications or designations they may hold and when they acquired them.
- 2) For those individuals specific to this project, indicate what previous appraisal assignments resulted in having to testify as to the conclusions reached in that appraisal. Provide what court and/or administrative body said testimony was provide to.

C) Company Experience and Work Product

1) Submit a listing of appraisals of various property types (retail, industrial, etc.) that have been completed in the last three years that best represent the capability of your firm to complete this project.

2) Submit a list of governmental clients you have completed ad valorem appraisals for in the last 5 years.

3) Provide a copy of a recent appraisal for each different property type identified in this Notice of Need that you wish to be considered for (retail, industrial, office, warehouse, multi-family, and restaurant). Identifying/confidential information should be redacted.

D) Cost

1) Submittal shall include a rate schedule, valid for 2022.

The rate schedule of selected firms may be updated annually.

Annual adjustments of the hourly rate schedule are permitted but shall not exceed the increase in the consumer price index (CPI). Adjusted billing rate shall be submitted annually and shall show the percentage increase over the previous year's billing rate.

Evaluation of Qualifications

The Notice of Need evaluation factors, not listed in order of relative importance, may consist of the following:

- Understanding of the project and responsibilities
- Qualifications of key staff
- Quality of the work product
- Prior experience working with Kansas ad valorem cases
- Previous award winning planning efforts
- Ability to collaborate with Unified Government staff

SUBMISSION AND RECIEPT OF NOTICE OF NEED

Proposed Project Schedule Date	Event
November 5, 2021	Distribution of NON
November 18, 2021	Deadline for respondents to submit written questions (Noon, CST)
November 19, 2021	Deadline for answering questions from respondents will be provided (1:00, CST)
December 2, 2021	Responses due before 2:00 p.m. CST

The dates listed in the "Estimated Project Timetable & Contract Term" are tentative and subject to change at the UG's sole discretion. The Unified Government reserves the right to change or extend any and all dates.

The Unified Government reserves the right to schedule interviews with those candidates it deems to be most qualified.

INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

A respondent **must** submit a complete copy of its response in one of the following formats: one (1) original and a flash drive in .PDF format submitted to the address below **or** submit a complete copy of its response on the Unified Government's eProcurement site at <https://purchasing.wycokck.org/eProcurement> prior to the closing date and time.

Any respondent that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Day and Date Proposal is due: Thursday, December 2, 2021
Time Proposal is due: 2:00 PM, Central Time

Send Proposal to: Unified Government of Wyandotte County/KCK
Department of Procurement & Contract Compliance
701 N 7th Street, Suite 323
Kansas City, KS 66101
Attention: Teresa Houchins

The County will not accept nor consider a proposal that is late. It is the respondent's responsibility to ensure proposals are received by the closing date and time. Delays in means of transmittal shall not excuse late submissions. Respondents shall be responsible for actual delivery of the proposal to the appropriate department identified in document.

Required Contractual Terms and Conditions

The following terms and conditions must be agreed to by the selected firm and are hereby made a part of the contract entered into between the Unified Government and the selected firm, unless specifically modified in writing:

Agreement with Kansas Law

This agreement is subject to and shall be governed by, and shall be construed according to the laws of the State of Kansas

Kansas Cash Basis Law

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Payment of Taxes

The Unified Government shall not be responsible for, nor indemnify the selected firm for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The selected firm shall pay the Unified Government occupation tax prior to execution of the Agreement.

The Unified Government shall file an application for property tax exemption with the Board of Tax Appeals for the Argentine Recreational Community Center. Should the exemption be denied, the selected firm shall be responsible for and pay all ad valorem taxes incurred each year on a timely basis.

Disclaimer of Liability

The Unified Government shall not hold harmless or indemnify the selected firm for any liability whatsoever.

Anti-Discrimination Requirements

During the performance of this Agreement, the selected firm agrees as follows:

The selected firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The selected firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The selected firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

The selected firm will, in all solicitations or advertisements for employees placed by or on behalf of the selected firm; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

The selected firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The selected firm shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

If the selected firm shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the selected firm may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the selected firm shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

The selected firm shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

The selected firm and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

The selected firm will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

Termination for Default

If the selected firm refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may

notify the selected firm in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the selected firm 's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the selected firm the costs and expenses and reasonable profit for services performed by the selected firm prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the selected firm such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the selected firm because of the default.

Except with respect to defaults of subcontractors, the selected firm shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the selected firm has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the selected firm shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the selected firm to meet the contract requirements. Upon request of the selected firm, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the selected firm 's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the selected firm's right to proceed under the provisions of this clause, it is determined for any reason that the selected firm was not in default under the provisions of this clause, and both the Unified Government and the selected firm agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the selected firm will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the selected firm is adjudged bankrupt or insolvent;
- If the selected firm makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the selected firm or any of his property;
- If the selected firm files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;

- If the selected firm repeatedly fails to supply sufficient services;
- If the selected firm disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

Termination for Convenience

The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the selected firm specifying the part of the contract terminated and when termination becomes effective.

The selected firm shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the selected firm will stop work to the extent specified.

The Procurement Officer shall pay the selected firm the following amounts:

All costs and expenses incurred by the selected firm for work accepted by the Unified Government prior to the selected firm 's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the selected firm for work not yet accepted by the Unified Government but performed by the selected firm prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the selected firm shall not be allowed.

Disputes

All controversies between the Unified Government and the selected firm which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the selected firm for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the selected firm may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the selected firm by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the selected firm brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The selected firm shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in

any event the selected firm shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Representations

The selected firm makes the following representations:

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 29-635 (Gratuities and Kickbacks) of the Procurement Code.

It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Ownership of Materials

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the selected firm in connection with the work pursuant to this Agreement, shall be in the Unified Government.

Availability of Records and Audit

The selected firm agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The selected firm agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the selected firm shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Assignment

Neither the selected firm nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

No Limit of Liability

Nothing in this Agreement shall be construed to limit the selected firm's liability to the Unified Government as such liability may exist by or under operation of law.

Indemnification

The selected firm shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to the selected firm's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Insurance

Within ten (10) consecutive calendar days of award of contract, Successful Respondent must furnish the City with the Certificates of Insurance proving coverage as specified in the specifications and naming Unified Government of Wyandotte County its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed may result breach of the contract. Unless different requirements are called out elsewhere in the NONs general insurance requirements are:

1. Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, written on an occurrence form. Such insurance shall be written on a primary basis (i.e., without a self-insured retention), but may include a deductible of not more than \$10,000 per occurrence, provided that such deductible is disclosed to Unified Government of Wyandotte County, in writing, at the inception of the contract..
2. Comprehensive Automobile Liability Coverage including - as applicable - owned, non-owned, and hired autos, in an amount not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence form.
3. Workers' Compensation Insurance: as required by State statutes.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim, and CONSULTANT shall maintain such coverage for at least four (4) years from the termination of the contract. Such insurance shall be written on a primary basis (i.e., without a self-insured retention), but may include a deductible of not more than \$10,000 per claim, provided that such deductible is disclosed to Unified Government of Wyandotte County in writing, at the inception of the contract.
5. Unified Government of Wyandotte County to be named as an Additional Insured on the above-captioned insurance coverage's as respects Unified Government of Wyandotte County interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate to the City prior to commencement of work under this agreement; and by presenting to Unified Government of Wyandotte County an

endorsement to the policy signed by an officer of the insurance company within ten (10) days of the inception date of this agreement.

6. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
7. Insurance policies to be in a form ad written through companies acceptable to Unified Government of Wyandotte County; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Core 4 Tax Clearance

The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the “Local Governments”), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All Contractors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$20,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the “Local Governments” and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (Form ***will be provided by the Unified Government***).

ATTACHMENTS

- 1) Signature Page "Attachment A"
- 2) Debarment Suspension Form "Attachment B"

Attachment A - Signature Page

By submission of this response, the undersigned certifies that the respondent has the full authority to execute the services and to execute any resulting contract awarded as the result of, or on the basis of, the response.

I hereby certify that the attached response has been prepared in compliance with the specifications and that the proposals are valid for a period of 120 days.

Authorized Representative: _____

Signature: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____



ATTACHMENT B

DEPARTMENT OF PROCUREMENT & CONTRACT COMPLIANCE

SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR SUSPENSION

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$20,000. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. The Offeror and/or any of its Principals:
 - i. _____ Are _____ Are not
Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - ii. _____ Have _____ Have not
Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - iii. _____ Are _____ Are not
Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1) (a)(ii) of this provision; and
 - iv. _____ Have _____ Have not
Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.

3. The Offeror shall provide immediate written notice to the Procurement Department if , at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

Name (printed)	Signature
Title	Date
Company	Project