



NASSAU COUNTY

LAND BANK CORPORATION

ONE WEST STREET
MINEOLA, NEW YORK 11501
TEL: 516-572-1398
FAX: 516-572-2789

December 20, 2018

Request for Qualifications (RFQ) for Appraiser Services

SECTION 1 INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose.

The Nassau County Landbank Corporation (“NCLBC”) is soliciting qualified organizations to provide appraisal services, including the preparation of an appraisal report for environmentally sensitive commercial and industrial properties, as well as vacant residential properties, within Nassau County (“The County”). Please prepare and submit a statement of your organization’s qualifications (hereinafter “Qualification Statement”) in accordance with the procedure and schedule in this RFQ. NCLBC intends to qualify the organization(s) that (a) possesses the professional, financial, and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by NCLBC.

1.2. Background.

The NCLBC was incorporated by Nassau County (2016) as a New York not-for-profit corporation, created under state authority and approval, with the mission to direct its funding and efforts to decrease the number of abandoned properties within the County, having the effect of restoring such properties to productive use and revitalizing, improving and creating value in the communities in which they are located. The NCLBC acquires interests in real property to manage and remedy impediments to redevelopment, and transfer real property for productive uses, under specific criteria, to remove blight and foster reinvestment in our county’s neighborhoods.

The Land Bank Act authorizes the NCLBC to sell these properties to willing bidders who would remediate the properties to facilitate community revitalization. NCLBC prepares sites located in communities hardest hit by the foreclosure crisis for redevelopment by conducting Phase I environmental

site assessments and Phase II subsoil and geotechnical investigations on tax-delinquent, environmentally challenged properties. NCLBC proposes to then conduct appraisals on the sites, using information provided by both Phase I and Phase IIs, as well as any other relevant information, to provide the NCLBC, as well as prospective buyers, with an appropriate value for the property for acquisition, disposition, and community redevelopment.

Additionally, the NCLBC works to acquire, rehabilitate, and sell bank foreclosed and vacant single-family homes in the Towns of Hempstead, North Hempstead, Oyster Bay, City of Long Beach, City of Glen Cove and incorporated Villages and unincorporated villages and hamlets within the County of Nassau, including the Village of Hempstead, Uniondale, and Elmont, which were heavily impacted by the residential foreclosure crisis (“zombie homes”). The goal is to redevelop these properties in a responsible manner for purposes that benefit the surrounding communities by revitalizing residential areas and providing workforce housing to eligible and qualified homebuyers within certain income limits as established by the NCLBC. It is anticipated that appraisal services will be needed to properly evaluate property values for disposition and marketing purposes.

The NCLBC is currently seeking appraisal services to provide an independent appraisal report of properties to be acquired or disposed of to determine the “fair market value” of various properties under consideration by the NCLBC.

1.3. Contact Information.

All Communications concerning this RFQ shall be Directed to:

Ms. Brittney Russell
Executive Director
Nassau County Landbank Corp.
40 Main Street, Suite C
Hempstead, New York 11550

Questions regarding this RFQ must be submitted via email to brussell@nassaucountyny.gov by January 7th, 2019 by 4:00PM and will be answered via email. No contact with any NCLBC personnel other than the authorized contact person regarding this project is allowed until such time as an award has been made. All answers which pertain specifically to this project will be compiled and distributed to the list of respondents prior to the submission due date.

Qualification statements must be submitted to, and received by NCLBC, to the attention of Brittney Russell listed above, via regular mail or hand delivery, on January 10th, 2019 by noon.

Qualification statements should be submitted in tabbed and labeled binders, not permanently bound.

Respondents must submit five (5) printed copies of the proposal and one electronic copy on Thumb Drive, Compact Disc or DVD in PDF format.

NCLBC may modify, supplement or amend the provisions of this RFQ as deemed necessary or appropriate by and in the sole judgment of NCLBC.

Conditions Applicable to RFO.

Your submission of the qualification statement is deemed to be consent to the following:

This document is an RFQ and does not constitute an RFP.

This RFQ does not commit NCLBC to issue an RFP.

This RFQ is not intended, and shall not be construed, to commit NCLBC to pay any costs incurred in connection with responding to this RFQ or to procure or contract for any services.

All costs incurred by you in connection with responding to this RFQ shall be borne solely by you.

NCLBC reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof.

NCLBC reserves the right to select one or more organizations to provide appraisal services as described in this RFQ.

NCLBC reserves the right to enter into contracts on a yearly or other basis with options to extend at NCLBC discretion.

All qualification statements shall become the property of NCLBC and will not be returned.

All qualification statements will be made available to the public in accordance with law.

NCLBC reserves the right to conduct in-person interviews of any, or all, respondents.

Neither the NCLBC, nor its respective staff, consultants, or advisors shall be liable for any claims or damages arising out of or in connection with the solicitation or preparation of the qualification statement.

**SECTION 2
SCOPE OF SERVICES**

2.1. Overview

The NCLBC is currently seeking qualification statements for appraisal services for environmentally sensitive properties, as well as vacant and foreclosed homes located within the County. The Respondent

must state in its proposal if it can provide the Services including but not limited to those set forth below in Section 2.2 (Scope of Services). The Respondent must affirmatively state if it is unable to provide a particular service. The Respondent must provide detailed information as to how the Respondent will provide the listed services set forth in paragraph 2.2. Title to such properties shall be held by the NCLBC. The Respondent(s) selected shall be required to execute a written agreement with the NCLBC in accordance with the Scope of Services set forth herein.

2.2. Scope of Services

NCLBC seeks a comprehensive proposal that describes the full process necessary to implement specific requirements which include but are not limited to the following:

- a.** The Contractor shall provide appraisal services, including the preparation of an appraisal report, which shall be in adherence with the Uniform Standards of Professional Appraisal Practice (USPAP) standards and NCLBC requirements, for use by the NCLBC in connection with the acquisition, disposition and/or management of real property, as deemed necessary by the NCLBC for various NCLBC projects.
- b.** The Contractor shall be required to provide General Appraisal Services, Condemnation Appraisal Services and Fixture Appraisal Services. The Contractor shall develop an opinion of real value and prepare an appraisal report (Self-Contained, Summary Appraisal, or Restrictive Use) in accordance with industry standards.
- c.** The Contractor shall have demonstrated experience appraising brownfield properties and be familiar with the Appraisal Standards Board's Advisory Opinion 9 (AO-9). Market value should be based on a property's highest and best use, providing a valuation on the impaired and unimpaired condition, taking into account any stigma associated with the property.
- d.** The NCLBC will issue a Request for Fee Proposal and the Contractor shall submit a fee proposal in writing, and, if the Contractor's fee proposal is agreeable to the NCLBC, the Contractor will be authorized to proceed on any assignment in writing (Authorization Letter), signed by the Executive Director or an authorized NCLBC Board member or representative.
- e.** The Contractor shall complete the services described in the NCLBC's Authorization Letter, unless a different period is specified in the Authorization Letter.
- f.** The Contractor will coordinate with the NCLBC in requesting an appointment to inspect the subject property.

SECTION 3 SUBMISSION REQUIREMENTS

3.1. General Requirements.

Your qualification statement must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3.

3.2. Technical Proposal – (Please provide the following information).

a. Administrative Information Requirements

- i. An Executive Summary (not to exceed two (2) pages) of the information contained in all the other parts of the qualification statement.
- ii. An executed Public Disclosure Statement.
- iii. An executed Proposal/Bid Certification.
- iv. Executed documents (Forms 1, 2 and 3) in compliance with New York State Finance Law §§139-j and 139-k, see Exhibit 1, attached.
- v. The number of years your organization has been in business under the present name.
- vi. The number of years your organization has been under the current management.
- vii. Any judgments, claims or suits within the last three (3) years in which your organization has been adjudicated liable. If yes, please explain.
- viii. Location(s) from which services will be performed.
- ix. Identify and provide resumes of key staff you propose assigning to this matter.
- x. Confirm appropriate professional and/or state licenses to perform activities.
- xi. Whether your organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
- xii. Describe other accounts involving similar services, in particular identify any governmental, public authority, public agency, and/or other quasi-governmental entities in New York for which you serve, or have served in a similar capacity. Describe the role and experience of key personnel assigned to other similar accounts who will be assigned to this account.
- xiii. Using the provided spreadsheet, “Exhibit 2 – Property List”, please include a list of all brownfield properties, which have been appraised by your organization in the past three (3) years.
- xiv. Will temporary staff also be involved? If so, include details of their supervision and training.
- xv. Please set forth why your organization should be selected.

- xvi. Please set forth any unique qualities your organization possesses that other organizations do not have.
- xvii. Please provide three (3) references for which the organization has provided similar services (current governmental or quasi-governmental agencies preferred). Provide name of the organization, services, contact name and telephone number.
- xviii. If you foresee any potential conflicts of interest arising from providing the above referenced scope of services to the NCLBC, please describe each such potential conflict in detail.
- xix. If you intend to use the services of sub-contractors please provide all of the above information in this section for each subcontractor.
- xx. Please propose your timeline, any requirements to begin the appraisal work
- xxi. Describe the appraisal methodology that you will be utilizing

b. Company identifiers:

- i. Full company name and address, phone and fax numbers, and e-mail address.
- ii. Name of the Contractors Authorized Representative and appraisers authorized to work under this contract.
- iii. Federal Employer ID number (if applicable).
- iv. Name, address, telephone number, and e-mail address of the contact person responsible for answering any and all questions regarding the qualification statement.

c. Resume for each appraiser:

- i. **Work History:** Summarize the last five years of each appraisers work experience, highlighting work (if any) completed for the County of Nassau.
- ii. **Training:** The appraiser's training resume

d. Proof of licensure for each appraiser. The appraiser must be a [New York] Certified General Real Property Appraiser in good standing. The appraiser awarded work orders under this contract will be responsible for all aspects of the appraisal, including subject and comparable field inspections. Provide proof of licensure.

e. Work Samples: Individual appraiser work samples (appraisal or appraisal review reports) to document each competency. Each sample should be labeled with the appraiser's name and the demonstrated competency. (If an appraiser has performed an appraisal in the past 5 years for the Nassau County demonstrating an area of competency, the project name and number may be provided in lieu of a report).

f. Specialized Training: Education certificates in the specialized areas of: Brownfield evaluations should be provided to show training for specific competencies.

3.3. Cost Proposal.

Cost Proposal/Detail:

- a.** Provide hourly rate for appraisal services for brownfields/commercial/industrial type real property.

- b.** Provide hourly rate for appraisal services for residential type real property.

**SECTION 4
EVALUATION**

NCLBC’s objective is to select an organization, or organizations, that will provide high quality and cost-effective services. Pursuant to its procurement policy, “Procurement contracts for professional services shall be selected based upon the Best Value to the NCLBC, which takes into consideration other factors in addition to costs, such as quality and efficiency.”

NCLBC will consider qualification statements only from firms that demonstrate the capability and willingness to provide high quality services to NCLBC in the manner described in this RFQ.

Award Criteria for this RFQ will include, but may not be limited to the following:

<u>Administrative Credentials</u>	
Past Success with Similar Projects:	10%
Financial Viability:	10%
Staff Resumes:	10%
Organization’s Unique Capabilities:	5%
References:	5%
Sub-Total:	40%
<u>Technical Services</u>	
Understanding of Project:	10%
Property Acquisition:	5%
Property Rehabilitation & Maintenance:	10%
Property Marketing & Disposition:	5%
Programmatic Compliance:	5%
Program Management & Reporting:	5%
Sub-Total:	40%
<u>Cost Proposal</u>	
Developer Fee:	10%
Property Maintenance / Security / Lawn and/or Snow Removal Services:	10%
Sub-Total:	20%
<u>TOTAL:</u> 100%	

We thank you in advance for your response to the RFQ.

Yours truly,

A handwritten signature in black ink, appearing to read "BRussell". The signature is fluid and cursive, with the first name "Brittney" and last name "Russell" clearly distinguishable.

Brittney C. Russell
Executive Director – NCLBC

**SAMPLE APPRAISAL SERVICES AGREEMENT
(FOR REFERENCE ONLY)**

THIS AGREEMENT (the “Agreement”) is made by and between the Nassau County Land Bank Corporation (“NCLBC”), a domestic not-for-profit corporation established pursuant to Article 16 of the New York State Not-for-Profit Corporation Law and Article IV of Chapter 155 of the Laws of the County of Nassau with its principal place of business at 40 Main Street, Hempstead NY 11550 and (the “Contractor”)

a _____ with its principal place of business at _____.

RECITALS

WHEREAS, it is within the powers, purposes and mission of the NCLBC to acquire and dispose of real property to facilitate the return of vacant, abandoned and tax delinquent properties to productive use; and

WHEREAS, in order to carry out such acquisition or disposal activities, it is necessary or desirable for the NCLBC to obtain independent appraisals of such properties; and

WHEREAS, the NCLBC in accordance with its procurement policy solicited appraisal services; and

WHEREAS, the NCLBC has selected the Contractor to provide the services as set forth herein;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

“Proposal” shall mean the Contractors response to the Request for Quote attached hereto as Exhibit 3.

“Request for Quote” shall mean NCLBC’s request for appraisal service price quote, qualifications and experience issued for the site in question attached hereto as Exhibit 3.

“Subject Property” shall mean Tax Map Parcel #0000-000.00-00.00-.000.000.

**ARTICLE II
SERVICES**

Scope of Services: The Contractor agrees to develop an opinion of market value of the fee simple estate of the Subject Property in accordance with the Request for Quote and report the

findings and conclusions in a written Self-Contained Appraisal Report (the "Report") prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

Delivery of Report: The Contractor shall deliver the Report to the NCLBC within four weeks from the execution of this Agreement. Delivery will be via e-mail in PDF format, unless otherwise indicated, to the following email addresses: _____

Intended User of Report: NCLBC.

ARTICLE III FEE

The NCLBC shall compensate the Contractor for the services set forth in Article II hereof in the amount of (\$), inclusive of all costs.

Payment by the NCLBC shall be made after receipt of the Report and within 30 days of receiving and invoice from the Contractor.

ARTICLE IV TERM and TERMINATION

Term: Unless terminated earlier pursuant to the provisions herein, this Agreement shall commence on and terminate on _____.

Termination: The NCLBC may terminate this contract at any time upon written notice to the Contractor. In the event of such termination by the NCLBC, compensation to the Contractor shall be calculated by the amount of research, time and progress the Contractor has already expended in the appraisal process provided same is determined to be reasonable by the NCLBC. All claims for said compensation shall be submitted in writing and supported by relevant evidence.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Contractor represents to NCLBC that all appraisers engaged by Contractor are qualified, licensed appraisers in New York State and Contractor monitors their licensing and disciplinary action status. Contractor maintains all State licensing documents of the appraisers and errors and omissions insurance documents.

Contractor represents to NCLBC that there is no action, suit, proceeding or investigation pending or threatened against Contractor before any court, administrative agency or regulatory body relating to fraud or appraisal practices that might materially and adversely affect the business, operations, financial conditions, assets or Contractor's ability to perform its obligations under the terms of this Agreement.

Contractor represents and warrants that at the time of engagement for the appraisal, all appraisers and appraisal services have active errors and omissions insurance. Contractor shall provide a copy of the appraiser's errors and omissions policy with each appraisal.

Contractor represents and warranties that the information contained in its Proposal submitted to the NCLBC in response to the Request for Quote is accurate, true and correct.

ARTICLE VI INSURANCE

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The Nassau County Land Bank Corp, NYS Office of the Attorney General, and Nassau County shall be named as additional insureds.

ii.) Automobile Liability insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

iii.) Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the NCLBC, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) Professional Liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The NCLBC may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (i), (ii), and (iv).

- c.** All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.
- d.** The Contractor shall furnish to the NCLBC, prior to the execution of the Contract, declaration pages for each policy of insurance and certificates, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.
- e.** In the case of commercial general liability insurance, and business use automobile insurance, the Contractor shall furnish to the NCLBC, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.
- f.** All evidence of insurance shall provide for the NCLBC to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the NCLBC immediately of any cancellation, nonrenewal, or material change in any insurance policy.
- g.** In the event the Contractor shall fail to provide evidence of insurance, the NCLBC may provide the insurance required in such manner as the NCLBC deems appropriate and deduct the cost thereof from a Fee set forth in Article III.

ARTICLE VII MISCELLANEOUS

Subject Property Modification: The NCLBC may withdraw portions of the property to be appraised as it deems necessary. In the event of such termination by the NCLBC, compensation to the Contractor shall be calculated by the amount of research, time and progress the Contractor has already expended in the appraisal process provided same is determined to be reasonable by the NCLBC. All claims for said compensation shall be submitted in writing and supported by relevant evidence.

Standard of Performance: Contractor will perform the services set forth in Article II hereof in a commercially reasonable manner and agrees to exercise reasonable diligence to correct errors or deficiencies in the services provided by it hereunder.

Assignability and Subcontracting: The Contractor shall not assign this Agreement or delegate its duties under this this Agreement, in whole or part, without the prior written consent of the NCLBC.

Severability: If any term or condition of this Agreement shall be held invalid in any respect, such invalidity shall not affect the validity of any other term or condition hereof.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regards to its rules regarding conflicts of law.

Amendment or Modification: This Agreement may only be amended or modified in writing and signed by both parties.

Independent Contractor: The Contractor is not, and shall never be, considered an employee of the NCLBC for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the NCLBC and the Contractor or the Contractor and the NCLBC, as the case may be.

Indemnification: The contractor shall protect, indemnify and hold harmless the NCLBC, its agents, servants, officials and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the NCLBC, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with this Agreement.

Confidentiality: Any document of the NCLBC, or any document created by the Contractor and used in rendering the Services hereunder, shall remain the property of the NCLBC and shall be kept confidential in accordance with applicable laws, rules and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

[Contractor Name]

Nassau County Land Bank Corporation

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

