

**REQUEST FOR QUALIFICATIONS (RFQ)
TAX SALE APPRAISAL AND MANAGEMENT SERVICES**

PURPOSE

The St. Louis Development Corporation (SLDC) is seeking proposals from firms that are qualified to appraise and when necessary, manage the properties that are deeded to the Land Reutilization Authority (LRA) as a result of 2006 and 2007 tax foreclosure Sheriff's sales.

The LRA confirms, in Civil Court, between 400 and 600 properties each year as a result of tax foreclosure sales. The selected firm will:

- Appraise each property, prepare appraisal reports, and present the agency's testimony at the court confirmation hearing.
- Notify the residents of occupied buildings of the change in ownership and manage the occupied property until sold or vacated.
- Notify any occupants that they must vacate the property and oversee legal proceedings to evict occupants, if necessary. It is the policy of LRA not to establish tenancy with any occupant of a property received through tax sale.

Proposals will be accepted from firms that both appraise and manage properties. Joint proposals from appraisal and management companies will also be considered.

RESPONSES

SLDC will select and contract with the firm that submits the most responsive proposal for the tax sale work. Firms that would like to be selected should provide SLDC with the following information and may include any additional information the responding entity considers pertinent:

1. Qualification and educational background of principals. Include resumes of all professionals who will work on this project and copies of Missouri Real Estate Licenses and Missouri Appraisal Licenses.
2. Year firm was established.
3. One commercial property appraisal and one residential property appraisal completed within the last 6 months.
4. Total number of personnel employed in specific work disciplines (accountants, appraisers, legal, etc.).
5. References of projects and clients you have worked for in the past three years. Provide name and phone numbers for contact person for each client. Include a description of the project.

6. Information concerning minority and women employment policies of your firm and information on how the firm will meet the MBE and WBE participation goals described below.
7. Professional liability insurance, if any, dollar limits of coverage and the name and address of your carrier.
8. Schedule of charges that includes:
 - Cost to prepare field report (see enclosed example) and testify at confirmation hearing and;

Schedule of management and maintenance fees.

If based on hourly rate, provide the hourly rates to be charged for services provided by each individual listed in the RFP.

Provide an explanation if fees will be calculated on any other basis.

Itemize the type and estimate the amount of expenses for which your firm would seek reimbursement.

It is anticipated that a maximum fee for services will be established based on the fees proposed in the consultant proposal selected and the number of responses to this RFQ prior to the commencement of work by any respondent selected. If a respondent is selected and does not wish to accept the maximum fee limitation established, another qualified respondent may be selected to be the Consultant.

Information to be furnished in the same order and format as above. Failure to provide any of the information above may result in disqualification of further consideration.

Information should be furnished in the same order and format as above. Failure to provide any of the requested information may result in disqualification from further consideration.

Responses are due by **5:00 PM** on _____ at the offices of SLDC, 1015 Locust Street, Suite 1200, St. Louis, MO 63101. Responses should be clearly marked **“Request for Proposal—Tax Sale Appraisal and Management”** and addressed to Synetta Wright, the Project Manager. Please provide **five (5) copies** of your qualifications.

EVALUATION

The criteria for evaluating responses to this request will include but not be limited to, the following:

1. Qualifications and experience of the professional members of your firm who would be involved with this project.
2. Professional experience and reputation.
3. Ability to carry out work expeditiously.
4. The firm's experience with property located in the City of St. Louis, Missouri (the "City") or City projects.
5. Verification that the firm has a current business license issued by the City of St. Louis and all City taxes are current.
6. Willingness to partner with certified MBE/WBE firms, if the firm itself is not a certified MBE or WBE.
7. Cost.

PROJECT MANAGER

All inquiries regarding this request should be in writing and directed to SLDC, Synetta Wright, Project Manager.

LIVING WAGE

- A. Living Wage Requirements: Proposers are hereby advised that the City's Living Wage Ordinance 65597 ("**Ordinance**") and associated "**Regulations**" apply to the service for which proposals are being sought herein. This Ordinance requires that, unless the consideration for services rendered pursuant to the contract solicited by this RFQ is less than \$50,000 in any twelve month period, all individuals who perform work pursuant to a contract executed between the successful Proposer and the City must be paid a minimum of the applicable Living Wage rates set forth in the attached Living Wage Bulletin (see EXHIBIT A), and, if the rates are adjusted during the term of the Agreement pursuant to the Ordinance, applicable rates after such adjustment is made. Each Proposer must submit the attached "Living Wage Acknowledgment and Acceptance Declaration" with its Proposal. Failure to submit this Declaration with the Proposal will result in rejection of the Proposal. A successful Proposer's failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulations.

B. **Living Wage Compliance Provisions:** The Agreement to be awarded under this RFP is subject to the St. Louis Living Wage Ordinance Number 65597 (“**Ordinance**”) and the “**Regulations**” associated therewith as may be amended from time to time, which are incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Service Contractor hereby warrants, represents, stipulates and agrees to comply with these measures:

1. **Minimum Compensation:** Service Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to the Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (“**Bulletin**” **See attached**) which is incorporated herein. The initial rate shall be adjusted each year no later than April 1, and Service Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued.
2. **Notification:** Service Contractor shall provide the Living Wage Bulletin to all employees together with a “Notice of Coverage”, in English, Spanish, and other languages spoken by a significant number of the Service Contractor’s employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.
3. **Posting:** Service Contractor shall post the Living Wage Bulletin, together with a “Notice of Coverage”, in English, Spanish, and other languages spoken by a significant number of the Service Contractor’s employees, in a prominent place in a communal area of each worksite covered by the Agreement.
4. **Subconsultants:** Service Contractor hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Service Contractor shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.
5. **Term of Compliance:** Service Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to the Agreement is being performed by Service Contractor’s employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
6. **Reporting:** Service Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Service Contractor acknowledges, stipulates, and agrees that failure to comply with any provision of the Ordinance and/or Regulations may result in penalties specified

in the Ordinance and/or Regulations, which penalties may include, without limitation, suspension or termination of the Agreement, forfeiture and/or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.

MINORITY AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION

A goal of 25% MBE and 5% WBE utilization will be established in connection with the contract resulting from this RFP. This goal will be based on the negotiated contract amount and will remain in effect throughout the term of the contract. If award of a contract is made and the MBE/WBE participation is less than the contract goal, the Contractor shall continue good faith efforts throughout the term of the contract to increase MBE/WBE participation and to meet the contract goal.

A. Definitions:

As used in this requirement, “Minority Business Enterprise” or “MBE” and “Women Business Enterprise” or “WBE” are defined as follows:

1. “Minority Business Enterprise” or “MBE” means a small business concern as defined in Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a minority, or in the case of a corporation, at least 51 percent of the stock or which is owned by one or more individuals who are minorities; and whose management and daily business operations are controlled by one or more individuals who are Asian American, Black American, Hispanic American or Native American; and located in the Metropolitan St. Louis Area.
2. “Women Business Enterprise” or “WBE” means a small business concern as defined in the Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a woman or, in the case of a corporation, at least 51 percent of the stock owned by one or more women; and whose management and daily business operations are controlled by one or more individuals who are women; and located in the Metropolitan St. Louis Area.

B. Policy:

It is the policy of the City of St. Louis, Missouri and SLDC to ensure the maximum utilization of minority and women’s business enterprises in contracting and the provision of goods and services to the City, its departments, agencies and authorized representative, SLDC, and to all entities receiving City funds or City-administered government funds while at the same time maintaining the quality of goods and services provided to the City, SLDC and their sub-recipients through the competitive bidding process. The provisions of this Policy shall apply to all

contracts awarded by the City, its departments and agencies and to all recipients of City funds or City-administered government funds, including but not limited to SLDC, Land Reutilization Authority of the City of St. Louis, Missouri, Land Clearance for Redevelopment Authority of the City of St. Louis, Missouri and Planned Industrial Expansion Authority of the City of St. Louis, Missouri, and shall be liberally construed for the accomplishments of its policies and purposes.

C. Goal:

A goal of 25% MBE and 5% WBE utilization has been established in connection with the Agreement. This goal is based on the original Agreement amount and remains in effect throughout the term of the Agreement. If an award of the Agreement is made and the MBE/WBE participation is less than the Agreement goal, the Contractor shall continue good faith efforts throughout the term of the Agreement to increase MBE/WBE participation to meet the Agreement goal.

D. Obligation:

The Contractor agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the SLDC provided under the Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by the SLDC.

E. Eligibility:

Contractor should contact the City of St. Louis Airport Authority DBE Program Office to obtain a list of eligible MBEs/WBEs and to determine the eligibility of the MBE/WBE firms it intends to utilize in the Agreement.

F. Counting MBE/WBE Participation Toward Goals:

MBE/WBE participation towards the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the Contractor and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan. **Firms must be certified prior to proposal opening, in order to count towards the MBE/WBE goals.**

G. Post Award Compliance:

If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Contractor of the responsibility to continue good faith efforts to maximize participation of MBEs/WBEs during the term of the Agreement.

H. Substitution of MBE/WBE Firm After Award:

1. The Contractor shall conform to the schedule amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Contractor shall immediately notify the SLDC prior to replacement of the firm.
2. Substitutions of MBE/WBE must be approved in writing by the Executive Director of SLDC or his or her authorized designee. Substitutions of MBE/WBE will be allowed only when the MBE/WBE has failed to perform due to default (material breach) of its subcontract or agreement. Contractor understands, warrants, and agrees that it shall not cancel or terminate its agreement with the MBE/WBE without cause and shall timely forward supporting documentation substantiating the cause of the default or termination to the Director for review.

I. Good Faith Efforts:

When the MBE/WBE goal cannot be met, the Contractor shall document and submit justification utilizing the form titled "Contractor's Good Faith Efforts Report" and provide a statement as to why the goal could not be met.

J. Award Procedure and Documentation:

The Contractor is required to submit with its bid the following information to demonstrate the Contractor's intended participation by MBEs or to demonstrate that good faith efforts have been made to attain the MBE/WBE goal. The information to be furnished shall consist of:

1. The names and addresses of the MBE/WBE firms to be used on the contract.
2. A list of bid items of work to be performed by the MBE/WBE.
3. The dollar value of the work to be performed or goods and services provided by the MBE/WBE or the Contractor's Good Faith Efforts Report and a statement as to why the goal could not be met.

K. Record Keeping Requirements:

The Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the SLDC to determine compliance with the MBE/WBE contract obligations. SLDC reserves the right to investigate, monitor, and/or review actions, statements, and documents submitted by any contractor, subcontractor, or MBE/WBE.

L. Reporting Requirement:

The Contractor shall submit quarterly reports on MBE/WBE involvement to the City of St. Louis Airport Authority DBE Office and SLDC. Actual payments to MBEs/WBEs may be verified. These reports will be required until all MBE/WBE subcontracting activity is complete or the MBE/WBE goal has been achieved.

M. Applicability Of Provisions To MBE/WBE Contractors:

These provisions are applicable to all contractors including MBE/WBE contractors. If the MBE/WBE contractor intends to sublet any portion of the Agreement, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

RESERVATION OF RIGHTS

SLDC reserves the right to reject any or all proposals for any reason, in its sole discretion; to select one or more respondents; to void this RFP and the review process and/or terminate negotiations at any time; to revise any conditions and stipulations contained herein, as convenient or necessary; to further negotiate fees, rates and financial arrangements, etc; to establish further criteria for selection; to ask respondents to submit additional information or evidence of their qualifications and experiences; to waive informalities in the proposals and in the proposal process; and to negotiate with respondents; to reject any and/or all proposals for any reason, in their sole discretion.