



## **REQUEST FOR PROPOSALS: APPRAISAL SERVICES**

### **PART I: TERMS AND CONDITIONS**

#### **SECTION 1: DEFINITIONS**

##### **1. DEFINITIONS**

Unless otherwise specifically stated, the following terms shall have the following definitions:

###### **1.1. OTRP**

Ohio Transit Risk Pool

###### **1.2. Proposal**

Documents offered by Proposer to OTRP pursuant to this Request for Proposal.

###### **1.3. Proposer**

Practitioners or firms which offer a Proposal pursuant to this RFP.

###### **1.4. The Contractor**

A successful Proposer who will enter into a contract negotiation with OTRP at the conclusion of the Proposal selection process.

#### **SECTION 2: OTRP BACKGROUND**

##### **2.1. Location**

OTRP's administrative offices are located at 1 Park Center Drive, Suite 300, Wadsworth, Ohio 44281.

##### **2.2. History**

OTRP is a property/casualty joint self-insurance pool providing risk management services and a financial mechanism to pay claims on behalf of its member Ohio transit properties.

OTRP was created pursuant to ORC 2744.081, after authorization through resolutions of the Governing Boards of OTRP's member transit properties. OTRP became operational on December 31, 1994.

OTRP has eleven (15) member transit properties: Metro RTA (Akron), Stark Area RTA (Canton), Laketrans (Painesville), South East Area Transit (Zanesville), Western Reserve Transit Authority (Youngstown), Portage Area RTA (Kent), Lima/Allen County RTA (Lima), Delaware County Transit (Delaware), Butler County RTA (Hamilton), Licking County Transit (Newark), Fairfield County Transit (Lancaster), Toledo Area RTA (Toledo), Greater Dayton RTA (Dayton), Ashland Public Transit (Ashland), and Southwest Ohio RTA (Cincinnati).

### 2.3. Governing Body

All power and authority of OTRP is vested in and exercised by its Board of Trustees, which has a representative from each of OTRP's member properties.

## **SECTION 3: INFORMATION**

### 3.1. Basis for Contract Negotiation

This RFP and the resulting Proposals shall be used as the basis for contract negotiation.

### 3.2. Receipt of Proposals

Sealed Proposals marked "PROPOSAL FOR APPRAISAL SERVICES" will be received at the administration offices of the OTRP, 1 Park Center Drive, Suite 300, Wadsworth, Ohio 44281, or by email to Andy Hodovan at [andyh@otrp.org](mailto:andyh@otrp.org) until 3:00 p.m. EST, on March 13, 2026. Proposals received by OTRP after that date and time will not be opened or considered. The Proposer is responsible for all costs associated with the preparation and submission of their proposal.

### 3.3. Proposal Modification

Written changes to submitted Proposals will be accepted if received by OTRP prior to the Proposal deadline. All changes received after the Proposal deadline will not be opened or considered.

### 3.4. Rejection of Proposals

OTRP reserves the right to reject any or all Proposals. Issuance of this RFP does not bind OTRP to award a contract, nor does OTRP in any way assume liability for expense incurred by Proposer in preparation of its Proposal.

### 3.5. Addenda to RFP

Any clarifications or further instructions to Proposers will be sent to all Proposers in addendum form. All questions and comments regarding the information contained within this Proposal must be submitted in writing to Andy Hodovan, Director of Member Services, via email at [AndyH@otrp.org](mailto:AndyH@otrp.org) on or before March 6, 2026. No technical assistance or aid will be given by OTRP in the preparation of a proposal.

### 3.6 Proposal Acceptance

The submitted proposal shall be open for acceptance for ninety (90) days from the proposal deadline date. Any proposal submitted pursuant to this solicitation shall constitute an offer based on the terms included herein and shall constitute the contract under which OTRP and the Contractor shall perform, unless otherwise modified by mutual agreement of the parties. In no event will changes, amendments, modifications or addendum, written or oral, be considered after the Contractor's submission of his/her proposal without the express written consent of OTRP's CEO.

### 3.7 Sales Taxes

OTRP is a tax-exempt institution and is free from all state and federal taxes. No such taxes shall be included in the Contractor's charges to OTRP. However, the Contractor may be liable for the

payment of sales and use taxes on materials purchased for fulfilling this contract.

#### **SECTION 4: REQUIRED CLAUSES**

The following clauses shall be incorporated into any contract that results from this RFP.

##### **4.1. Audit and Inspection of Record**

The Contractor shall permit the authorized representatives of OTRP, its member entities, the Ohio Auditor of State, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data pertinent to this Contract until the expiration of three (3) years after the final payment under this Contract. The Contractor shall provide for such inspection rights in all its subcontracts.

##### **4.2. Contract Termination**

###### **1. Termination for default**

In the event the Contractor defaults in the performance of any of its obligations under this contract, OTRP shall have (in addition to and not in lieu of, all other rights, remedies and damages to which it may be entitled by reason of such default) the right and option to terminate this contract. In the event OTRP exercises such right and option to terminate for default, OTRP shall be obligated to pay only for work performed and accepted by OTRP prior to the date upon which OTRP gives Contractor written notice of termination for default, less (1) the amount of all damages suffered by OTRP by reason of such default and (2) any amount by which the commercially reasonable cost of correcting the default and/or completing the work exceeds the unpaid portion of amount which would have been paid hereunder; if the sum of (1) and (2) plus all amounts previously paid exceed the value of the work performed and accepted by OTRP prior to the giving of written notice of default, Contractor shall be liable to OTRP for such excess.

###### **2. Termination for convenience**

OTRP may terminate this contract at any time at its convenience by giving notice in writing to Contractor, which notice shall state that it is a notice of termination for convenience of OTRP and shall specify the effective date of termination. Contractor shall promptly submit its termination claim, to OTRP, and the parties shall negotiate the termination settlement to be paid Contractor. Contractor shall be paid pursuant to the contract for costs and expenses accrued to the effective date of termination. In such event, amounts previously paid to Contractor shall be credited against any amount determined to be due to Contractor pursuant to this paragraph. Upon receipt of the notice of termination Contractor shall immediately cancel its outstanding orders for procurement of materials, supplies and other miscellaneous goods.

In the event of termination either for default or for the convenience of OTRP, Contractor shall account for any property in its possession paid for from funds received from OTRP, or property supplied to Contractor by OTRP.

##### **4.3 Ownership of Documents**

OTRP shall be the owner of all related documents prepared pursuant to this contract or provided to Contractor by OTRP. Any re-use of related documents by OTRP for other than the purpose

intended by this contract shall impose no liability on the Contractor.

#### 4.4. Record Keeping

The Contractor shall, at all times, maintain records of actual overhead costs and actual general and administrative costs in conformity with generally accepted accounting principles, and subject to Title 41 of the C.F.R. The Contractor shall maintain records of direct labor costs and other applicable payroll expenses. Labor and payroll records shall be in sufficient detail to indicate, at a minimum, employees by name, employee's time spent on project and itemization of applicable fringe benefit expenses.

#### 4.5. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, OTRP shall have the right to annul this Contract without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### 4.6. Indemnification

Contractor shall indemnify and save harmless OTRP, its trustees, officers, agents, employees, volunteers and other independent Contractors, from and against all loss, costs, liability, damage and expense whether direct, consequential or incidental, for personal injury and for property damage, such loss, costs, liability, damage and expense (including attorney's fees) arising out of, or resulting in whole or in part, directly or indirectly, from work or operations under the contract but not limited to the acts, omissions and negligence of the Contractor's employees and agents, except to the extent of liability imposed due to OTRP's own negligence.

#### 4.7. Laws of Ohio

The rights and duties of the parties hereto shall be determined by the laws of the State of Ohio, and to that end the contract shall be considered as a contract made in the County of Medina, State of Ohio.

#### 4.8. State Industrial Compensation

The Contractor shall comply with the state law known as the Workers Compensation Act, Chapter 4123, Ohio Revised Code, and shall pay into the State Insurance Fund the necessary premiums required by that Act to cover all employees furnishing the services purchased under the terms of this contract and under the control of the Contractor, and shall relieve OTRP from any costs due to accidents or other liabilities, mentioned in said Act. If the Contractor is a self-insurer under the Ohio Workers Compensation Act, and duly authorized as such by the Industrial Commission of Ohio, it shall tender to OTRP proof of such status. The Contractor shall tender to OTRP a certificate evidencing its compliance with the Workers Compensation Act prior to contract execution.

#### 4.9. Status of the Contractor

The Contractor shall be and remain an independent Contractor with respect to all service performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement

benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid under this Contract, and further agrees to indemnify and save harmless OTRP from any such contributions or taxes or liability therefor.

#### 4.10. Insurance

The Contractor shall obtain and keep in force during the life of the contract, insurance of the character specified below:

A. Workers' Compensation Insurance – in accordance with Ohio statutes.

B. Commercial General Liability Insurance – on an occurrence basis, including contractual liability (to cover any indemnities the contractor has assumed in contract), in amounts not less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage, advertising and personal injury liability.

C. Automobile Liability Insurance – covering all owned, non-owned and hired vehicles used in connection with the work, in amounts as indicated in (B) above and be written in an occurrence form.

D. Professional Liability Insurance – on comprehensive basis, including errors and omissions coverage, in amounts not less than \$5,000,000 per occurrence.

The CG&L and Professional Liability Insurance coverage, required in Paragraphs (B & D) above, shall include those classifications listed in standard liability insurance manuals which are applicable to the operation of the Contractor in the performance of this contract.

All insurance policies required above shall be issued by companies authorized to do business in the State of Ohio, with the following qualifications as to overall rating and financial size: The company must be rated no less than "A" as to overall rating and no less than "X" as to financial size by the latest edition of Best's Insurance Guide, published by A. M. Best.

The Contractor shall furnish certificates of insurance to OTRP prior to commencing any operations under this contract. Said certificates shall name OTRP (including its agents, officers, employees, volunteers and independent contractors) as an "additional insured" and clearly indicate that the Contractor has obtained insurance in the type, amount and classifications required for the strict compliance with this article. The certificates must provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, OTRP will be given thirty (30) days advance notice thereof.

Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Contractor from his liability under any other portion of this contract.

#### 4.11. Compliance with Laws

The Contractor agrees that it will comply with all federal, state, municipal and local laws, rules and regulations that may be applicable to this Contract.

#### 4.12. Disputes

Any dispute arising under this contract which is not disposed by agreement shall be decided by OTRP, which shall reduce its decision to writing and furnish a copy of the same to Contractor. OTRP's obligation to provide a written decision shall be limited to it providing a written statement

setting forth its conclusion; it shall not be required to state its reasoning, although it may choose to do so.

Pending any administrative decision or litigation concerning any dispute arising under this contract, Contractor shall proceed diligently with the performance of this contract.

#### 4.13. Assignment

The Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of this Contract or his right, title to, interest in the Contract or any part thereof without previous consent in writing of OTRP endorsed hereon or attached hereto. If the Contractor does not obtain consent in writing from OTRP prior to assignment of this Contract, any such assignment shall be considered void.

#### 4.14. Bid Protest Procedures

As to any appeal relating to questions of fact or to initiate and pursue a question of law, OTRP's Bid Protest Procedures must be followed by the Contractor. Copies of the Bid Protest Procedures are available by requesting the same from OTRP's CEO.

#### 4.15. Correspondence

All correspondence pertaining to this proposal shall be addressed to the Ohio Transit Risk Pool, Park Center Drive, Suite 300, Wadsworth, Ohio 44281 or email to BarbaraR@otrp.org, to the attention of Barbara Rhoades, CEO.

#### 4.16. Personnel

In submitting their proposals, proposers are representing that the personnel described in their proposals shall be available to perform the services described, barring illness, accident or other unforeseeable events of a similar nature. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the service provider, under his or her sole discretion, and not employees or agents of OTRP.

#### 4.17. Quality of Service

Contractor shall perform its services with care, skill, and diligence in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness and coordination of all reports, information and other items and services furnished under this contract.

#### 4.18. Confidentiality

In the course of this Agreement, it is anticipated that the Contractor will learn information that OTRP regards as confidential or proprietary. The Contractor will keep confidential this information and any other information which Contractor may acquire with respect to OTRP's business, unless and until OTRP consents to disclosure, or unless such knowledge and information otherwise becomes generally available to the public through no fault of Contractor.

#### 4.19. Notification of Material Changes in Business

Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it agrees to immediately notify OTRP's CEO of the changes. Contractor also

agrees to immediately notify the CEO of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to OTRP.

#### 4.20. Price Complete

The price quoted in any proposal submitted shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the services pursuant to this RFP. Any items omitted from the RFP which are clearly necessary for the services and their intended use shall be considered a portion of such services although not directly specified or called for in this RFP. No advantage shall be taken by the Proposer in the omission of any part or detail which makes the services complete.

#### 4.21. Contract Duration

The duration or term of this contract shall be in accordance with the Scope of Work.

### **PART II – SCOPE OF WORK**

#### 1. INVITATION TO PROPOSER

The Ohio Transit Risk Pool is seeking to retain a property appraiser with the qualifications and experience necessary to complete a building and contents property appraisal of all OTRP members. The successful appraiser should possess sufficient knowledge in the area of intergovernmental pools to develop a clear, logical work plan to complete all required appraisal services described below, in a manner which appropriately meets the needs of a public entity risk pool.

The selection process time frame for the contract is as follows:

	<u>Date</u>
RFP Distribution	February 12, 2026
Deadline for Questions	March 6, 2026
Proposal Submission Deadline	March 13, 2026
Proposal Evaluation & Selection Recommendation	April 3, 2026
Appraisal work to begin	On or after April 17, 2026
Appraisal Report due	2 Months after work begins

#### 2. INSTRUCTIONS TO PROPOSER

The appraisal process is proposed as follows: All buildings should receive an onsite inspection.

#### 3. REQUIRED SCOPE OF WORK

The following will serve to highlight the major requirements of the contract, but should not limit the creativity of the proposer:

- A. Buildings/structures on the attached property schedule should have a physical (on-site) appraisal.
- B. Building and contents should have separate stated value.
- C. Content items with a value in excess of \$5,000 should be individually scheduled and appraised with modeling for assets less than \$5,000.

- D. Appraisals should use replacement cost valuation.
- E. Appraisals should indicate previous scheduled value.
- F. Cost for appraising new pool members must be outlined.
- G. An individual appraisal form should be completed on each building/structure.
- H. Individual reports will be made available to pool members and OTRP staff.
- I. All reports are due 2 Months after work begins.

#### 4. COST

The proposer must provide a fixed, not-to-exceed, cost to include all services provided under the contract. The fixed cost would not include updates or new members, or additional member buildings added. These new locations and updates will be billed at a fixed cost identified in the contract.

#### 5. EXPERIENCE AND REFERENCES

The proposer shall submit a list of previous and current appraisals for intergovernmental pools and governmental entities. Upon request, the proposer may be required to provide a contact name and phone number for any of the proposer's listed references.

The proposer shall provide a brief resume for key personnel which would be assigned to the contract.

The proposer shall disclose, in writing, any potential conflict of interest which may exist with any personnel in their organization.

#### 6. PROPOSAL FORMAT

An original proposal must be submitted and signed by an individual duly authorized to contractually bind the firm. The firm must certify that its proposal will remain in effect for ninety (90) days after due date. The firm's proposal or any part thereof, if consistent with the RFP, will be incorporated in the final agreement by reference.

#### 7. EVALUATION CRITERIA

1. General perception of the pool's needs and the ability to meet those needs.
2. Experience and expertise of the firm and individual personnel.
3. Proposer's perceived ability to satisfy all required Scope of Work.
4. Effectiveness of final report including the ability to generate management reports.
5. Clear, concise presentation and organization of proposal/plan with appropriate time frames.
6. Final Cost of proposed.



## **ATTACHMENTS**

1. Schedule of OTRP covered Member Buildings and Contents.

Note: The items listed may or may not be applicable to this appraisal and is only given for assisting in proposal evaluation purposes.

## **QUESTIONS AND CLARIFICATIONS ADDENDUM**

1. Are we to value each individual site as described in the addendum or consider properties with the same address as one total property?
  - Please submit proposals based on pricing each individually. Because this is for insurance purposes, the risk and pricing for each structure may differ based on construction and loss prevention measures. Therefore, we need to have separate values for each.
2. Can we offer a proposal as team where another appraiser may do work as a subcontractor that we ourselves do not provide?
  - Yes, as long as they are subcontracted under you, and any fees they incur are your responsibility.
3. Can the reports provided to OTRP and the Members be just electronic, or do you also require hardcopy version?
  - Electronic only versions are sufficient.
4. Would you have an approximate count of individual items (over \$5k) currently scheduled for members?
  - Previous appraisal had around 700