

RFP09-12

City of Concord, New Hampshire

Purchasing Division

REAL ESTATE APPRAISAL SERVICES

Prepared for, and in coordination with the

**COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Contract Documents
Proposal Documents
Specifications

Firm: _____

PROPOSAL DUE DATE/TIME: OCTOBER 14, 2011 NO LATER THAN 2:00 PM



City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 230-3664 FAX: (603)230-3656

www.concordnh.gov/Purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide real estate appraisal services on an as-needed basis. The firm must be lawfully engaged in providing appraisal services in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received **not later than 2:00 PM on October 14, 2011** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP0912 REAL ESTATE APPRAISAL SERVICES"

Requests may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager or his designee.

RFP09-12 is available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-230-3664) or on-line at www.concordnh.gov/Purchasing.

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information as detailed on the Proposal Submission Checklist on Page 22 and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@onconcord.com www.onconcord.com/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummary.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	plans@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross, Purchasing Manager

Date: 9/9/11

Proposal Due Date/Time: October 14, 2011 not later than 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposals (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with the proposal of any other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: no premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals and fee proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and,
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension

of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to the City, or expressly waive by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of

New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

ASSIGNMENT PROVISION:

The contractor/vendor hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful vendor shall belong exclusively to the City.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount:	\$\$\$\$\$\$\$\$
Plus/minus Change Orders:	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount:	\$\$\$\$\$\$\$\$
Work Completed to Date:	\$\$\$\$\$\$\$\$
Less Previous Invoices:	\$\$\$\$\$\$\$\$
Less Retainage (if any):	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice:	\$\$\$\$\$\$\$\$
Balance Remaining on Contract:	\$\$\$\$\$\$\$\$

ALL INVOICES MUST REFERENCE A VALID CITY OF CONCORD PURCHASE ORDER NUMBER

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND NOISE ORDINANCES:

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

The City's Code of Ordinances can be viewed on-line at www.concordnh.gov.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of \$100,000 or more must be in compliance with RSA 277:5-a.

ELECTION DAY CONSTRUCTION POLICY

All City contracts that entail any element of construction in the public right of way shall prohibit work during the hours in which Concord is holding a primary, general or special election as determined by the Concord City Clerk. A copy of the complete Election Day Construction Policy can be viewed on-line at www.concordnh.gov/Purchasing.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

INSTRUCTIONS TO PROPOSERS
REAL ESTATE APPRAISAL SERVICES

1. GENERAL:

The City of Concord, New Hampshire through its Conservation Commission (hereafter referred to as the CITY), is seeking the services of a professional appraisal firm (hereafter referred to as the APPRAISER) lawfully engaged in the practice of providing appraisal services in the State of New Hampshire. The appraiser should also be able to demonstrate experience with conservation related assignments. Specifically, the City requires general appraisal services to appraise lands:

1. That are offered to the City Conservation Commission for purchase in fee or for the conveyance of a conservation easements on the property; and/or
2. At the request of the City.

Interested firms should respond to this request on or before the time due for submission.

A detailed proposal in compliance with the designated format is required. Following receipt of proposals, a formal interview shall be conducted at the City's discretion highlighting the proposal and fee quotations. One (1) firm will be selected to provide the real property appraisal services.

Trade secrets or proprietary information submitted by any APPRAISER in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act; however, the APPRAISER must invoke the protection of this section prior to or upon submission of the information or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the APPRAISER.

Emphasis in selecting an APPRAISER shall be placed on the firm's experience in projects similar to those which the CITY anticipates undertaking.

2. PROPOSAL SUBMISSION:

In order to be considered responsive, proposals must be submitted in **one original and five (5) copies** to Douglas B. Ross, Purchasing Manager, 311 North State Street, Concord, New Hampshire, 03301, Telephone (603) 230-3664.

Proposals must be received no later than **2:00 P.M. on October 14, 2011**, to be eligible for consideration by the City. Each proposal shall be submitted in a sealed envelope that is clearly marked:

RFP09-12

REAL ESTATE APPRAISAL SERVICES

3. TIMETABLE:

Proposals will be reviewed within seven (7) days of the advertised opening date. It is anticipated that a contract will be signed with an appraisal firm as soon as possible after this evaluation period.

4. LIMITATIONS:

See General Terms and Conditions

5. REVISIONS TO THE REQUEST FOR PROPOSALS:

See General Terms and Conditions

6. PROPOSAL EVALUATION:

See General Terms and Conditions

7. PROPOSAL PREPARATION:

In order to facilitate evaluation of the proposals, the APPRAISER is instructed to follow the outline below in responding. **Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive proposals.** Additional and more detailed information may be annexed to the main body of the reply.

A. Company Background Material

Provide pertinent information concerning the background, experience, and reputation of the firm.

B. Ability to Perform

Identify previous work on similar projects. The APPRAISER will demonstrate an understanding and familiarity with projects of this type or existing similar contracts developed.

C. Staff Project Manager - Contact Person

The APPRAISER will identify the staff project manager and other individuals who will be assigned to work with the City, along with individual resumes.

D. Technical Approach

The APPRAISER shall submit a scope of services and the expected tasks or steps taken to accomplish the work. This shall include proposed project schedules highlighting major tasks and target completion dates.

E. Back-up Capability

The APPRAISER shall include the resume of individuals who would be assigned to the project in the event of an unexpected problem in manpower assignments.

F. APPRAISER'S Experience

The APPRAISER shall provide a list of previous and current contracts, if any, awarded by a government agency to the APPRAISER, which are considered identical or similar to the scope of services, discussed herein.

The APPRAISER must submit a list described above which should include the following:

1. Contract duration, including dates;
2. Services performed;
3. Name, address and telephone number of contracting agency that may be contacted for verification of all data submitted.

G. Fee Proposal

The proposal shall include a firm fixed fee schedule for real estate appraisal services. In addition to the submittal of a firm fixed fee schedule, the proposal shall also include the:

1. Per diem charge for all Board of Tax and Land Appeals and/or court appearances that may be necessary; and
2. The APPRAISER'S hourly fee.

H. Signature

The proposal shall be signed by an official authorized to bind the offerer and shall contain a statement to the effect that the proposal is a firm offer for a sixty (60) day period. The proposal shall also contain the name, title, address, and telephone number of the individual(s) with authority who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

9. BACKGROUND:

The City Conservation Commission, from time to time, receives offers to purchase lands or easements, receive gifts of land or is asked to take a conservation easement on property. These properties are generally large tracts of land that have marginal development value or about other conservation lands or the owner wants the property to be kept for conservation purposes as a legacy to their family. Appraisal services that will be needed will be for the purpose of purchasing land for conservation, recommending a value for a conservation easement or a value for the purpose of estate taxes for those lands that are donated to the Conservation Commission. The Commission would expect that once the appraiser has been asked to evaluate a parcel of land, within 30 days of the request, the appraisal work would be completed for review by the Commission at its next regularly scheduled meeting on the second Wednesday of the month. This Contract would be for a three (3) year period with the possibility of up to three (3) additional one (1) year renewal periods. Each appraisal may require a meeting with the Commission to explain the process of appraised evaluation for each lot.

10. SERVICES REQUESTED:

The CITY requests the services of an appraiser experienced in the valuation of conservation lands and the preparation of extensive fee appraisal reports. The APPRAISER needs to be a certified

general appraiser, licensed by the State of New Hampshire. Preference shall be given to appraiser with recognized professional designation.

Fee appraisal reports shall meet the requirements set forth by the City of Concord - Fee Appraisal Report Requirements are contained herein.

11. REVIEW OF APPRAISALS

The Concord City Tax Assessor and City Solicitor will review the appraisals for thoroughness, consistency with good appraisal practices, and compliance with the Fee Appraisal Report Requirements, herein. The appraiser may be required to make adjustments to the appraisal reports to address the City Assessor's and/or Solicitor's comments.

12. INSURANCE

Per attached "Insurance Requirements for All Appraisers".

13. CONTRACT AWARD

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. The award shall be based on the following criteria:

1. Education, technical, and professional Certifications.
2. Experience appraising land for conservation purposes.
3. Ability to comply with proposed or required time of completion or performance.
4. Possession of a satisfactory record of performance and adherence to the specifications of this proposal and provision of all required documentation.
5. An acceptable firm, fixed fee.
6. Submission of all required documentation

It is the intent of the City that this contract be for multiple properties to be identified at random over the next three years or as funds are available for contracted services. Each task shall be assigned to the APPRAISER by letter agreement signed by the APPRAISER, and approved by the City's Conservation Commission and Purchasing Manager, setting forth the scope of the work to be completed and the firm fixed fee.

14. MODIFICATIONS AFTER AWARD

See General Terms and Conditions

15. PAYMENT SCHEDULE

Payment will be made on the basis of 50 percent of the fee upon submission of the completed appraisal reports and associated documentation and the remaining 50 percent of the fee upon completion of review and acceptance by the City of Concord. Invoices are due in duplicate and payable within thirty (30) days. Invoices are to be for the actual dollar value of the services provided and **must reference a valid and correct purchase order number.**

16. OWNERSHIP OF REPORTS

See General Terms and Conditions

17. DISAGREEMENTS AND DISPUTES

See General Terms and Conditions

18. TERMINATION OF CONTRACT FOR CAUSE

See General Terms and Conditions

19. TERMINATION FOR THE CONVENIENCE OF THE CITY

See General Terms and Conditions

20. CONTRACT

The CONTRACT between the CITY and the APPRAISER shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, (2) the APPRAISER's proposal in response to the RFP, and (3) the APPRAISER's approved hourly fee schedule. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the CITY reserves the right to clarify any contractual relationship in writing with the concurrence of the APPRAISER, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the APPRAISER's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that his/her proposal shall be subject to acceptance without further clarification.

21. CONTRACT LENGTH

The duration of the contract shall be for three (3) years from the date of commencement. The contract may be renewed, by mutual agreement, for up to three (3) additional one (1) year periods.

**CITY OF CONCORD
PLANNING DIVISION
OF THE
COMMUNITY DEVELOPMENT DEPARTMENT**

FEE APPRAISAL REPORT REQUIREMENTS

Requirements for fee appraisal reports will be as follows:

1. *Format.* The report shall be bound in book fashion with a 3-ring or similar type binder, in the left margin, with a durable cover and a typewritten or printed label on the face thereof, identifying the project and the city or town in which the project is located and the name of the property owner and parcel number. There shall be an individual appraisal prepared for the each property. All pages shall be numbered consecutively from the beginning of the report to the end. Each important heading shall be shown in the Table of Contents.
2. **One (1) original and three (3) identical copies** of each appraisal report typewritten on bond paper shall be furnished to the City of Concord. One copy of the report on 3-1/2" diskette or Compact Disk in word processing or Pdf format.
3. All invoices shall be submitted to the City Conservation Commission and shall be attached to the completed appraisal report and itemized, in accordance with amounts shown under "Schedule of Appraisals" contained in the agreement, showing amount charged to each individual property. Invoices for each pretrial hearing and court case should be submitted within two (2) days after such hearing or trial unless other arrangements are made.
4. All Appraisal Reports are subject to detailed examination and review by the City in accordance with this set of requirements. The appraisal shall conform to the Uniform Standards of Professional Appraisal Practice for a self-contained report unless otherwise specified by the Conservation Commission. In the cases where questions or deficiencies in the formal report are brought to the attention of the Appraiser as a result of the City's appraisal review, reply will be made by correspondence or verbally through conference within a reasonable time (not to exceed two (2) weeks) unless there are extenuating circumstances. Any part of the original appraisal report requiring revisions will be accomplished on individual pages and designated as revised, dated and initialed by the Appraiser.

Revised sheets will be sent to the Conservation Commission for inclusion in the original report and duplicate copy. No report or part thereof will be returned to the Appraiser once it has been submitted to the Conservation Commission.

5. The Appraiser shall attend necessary meetings with representatives of the City of Concord to discuss any pertinent phases or aspects related to the appraisals.
6. In addition to those items required within the self-contained appraisal report, the following items shall be included within the report:

1. SUMMARY STATEMENT OF DAMAGES

This statement shall include the property parcel number, name of property owner of each interest being evaluated, estimate of damages for each property owner, the total amount of damages appraised if any, date of the appraisal, and the signature of appraiser preparing the report and responsible for courtroom testimony. (Not a facsimile or reproduction.) This statement shall precede the letter of transmittal.

2. PHOTOGRAPHS

Color photographs will be provided of all principal above-ground information or unusual features affecting the value of the property to be taken or the estimate of damages.

Each photograph will carry on the reverse side unalterable items showing the date taken, photographer, camera location, property owner, street of lot number, parcel number, project number. Photographs for each property shall be placed in the appraisal report and for each sale in the report or sales brochure.

3. PROPERTY DATA

Under this heading, there should be included a narrative description of the Property, and a description of each item considered in the appraisal. All significant items should be listed including those that are present but may not necessarily contribute any value to the property.

a) There shall be a plan of each entire parcel indicating:

1. Total area being appraised.
2. Area under existing easements or encumbrances.
3. Location of all improvements.
4. Property taken.
5. Area remaining.
6. Variations in property uses, if significant, should be located on the plan.
7. Access.

- b) A description of land listing dimensions, areas, shape, and locations, and giving consideration to land use and type, improvements, types of soil, topography, existing easements, rights-of-way, leases, permits, drainage, forest cover and all other characteristics that affect the value as a whole before the acquisition.

- d) The appraisal shall state the amount of land being acquired, the amount severed and the effect, if any, on the remainder. Any assumptions or conditions taken into consideration for an individual property or parcel due to the acquisition.

- e) The appraisals shall include a tabulation of all sales of the subject property for the five (5) years immediately preceding the date of the appraisal showing the parties to the transaction, date of purchase, book and page of recordings and the verified purchase price. These sales should be considered and analyzed. If the property has been transferred within the past five (5) years, any alterations or additions to the property since purchase shall be briefly described and an estimate made as to the amount they affect the market value. Consideration shall be given to any or all leases and any periods of vacancy, which affect its present value. If no transfers of the subject property have been made in the preceding five (5) year period, the appraiser shall so state.

- f) Date or dates of inspection of property must be made of record in the appraisal report.

The appraisers shall contact the owner or one of the owners or his designated representative, if reasonably possible. Such contacts should be made a matter of record in the appraisal report indicating the name of the person contacted, his identity if not an owner, and the date of the contact. If it is not reasonably possible to contact the owner or one of the owners or his designated representatives, the appraisal shall include a statement by the appraiser as to the reason that such a contact was not made. Owners will be provided opportunity to accompany appraiser during inspection.

- g) Diagrams showing land areas and size of building or buildings from actual measurements by the appraiser.

- h) Comment on any special tax assessment or unusual tax burden.

- i) Zoning: Give the zoning for the subject property and furnish a zoning map in addenda when possible. If the comparables used are in a

different zone than the subject property, so state. If the appraisal is based upon a zoning variance or special exception, the appraiser must provide support for the change.

The following sections shall follow the market analysis (cost, income, and sales comparison).

4. PARTIAL ACQUISITIONS

In the case of partial acquisitions, the severance damage must be justified in the appraisal report, to support the conclusions of the appraiser.

6. SPECIAL BENEFITS

The appraiser must fully understand the difference between General and Special Benefits and must carefully consider any Special Benefits that may be occasioned by the proposed highway construction. He/She must thoroughly document his/her conclusions where Special Benefits are used to offset damage.

7. AFTER VALUE

- A. In the case of partial acquisitions on limited access facilities, such as when a portion of the subject property becomes landlocked or part or all of the water supply is taken the “after value” must be determined by the “market value” concept.
- B. After Value Support of an appraisal shall be made to conform to the following:

“Before and after appraisals are subject to an important qualification and that is that the after valuation must eliminate any consideration of personal property and non-compensable items as well as damages or benefits that are not allowable under State law, even though they may, in fact, be reflected in the ultimate value of the remaining property on the market. In any case of doubt, City legal counsel should be consulted.”

“The after value estimates, both as to land and improvements, shall be supported by one (1) or more of the following methods that are applicable:

- 1. Sales of comparable properties from which there have been acquisitions for like usage.
- 2. Sales of properties comparable to the remainder.
- 3. Land economic studies of previously acquired partial acquisitions.
The economic loss or gain as a result of similar acquisitions.

4. Public sales of comparable lands by the State or other public agencies.
5. Rent loss study.
6. Cost to cure.
7. In the event the data described in 1 through 7 above are not available, the appraiser shall so state and give the appraiser's reasoning for his/her value estimate.

Note: The unsupported opinion of the appraiser that the remaining property is or is not depreciated is not acceptable.

Note: The following are items of damage that are generally not compensable:

Payments for personal property or the cost of moving personal property, tenant relocation, loss of business, diversion of traffic, increased traffic volume, speed or noise. Value to the owner, except where it is the highest and best use of the property, as well as temporary inconvenience or interference with private contracts is not compensable. If certain elements are of such a nature as to produce a question in the mind of the appraiser he/she shall contact the Conservation Commission for specific instructions.

8. SALVAGE VALUE OF BUILDINGS

Each building which maybe included as part of the appraisal and which is to be removed as a result of the acquisition or which will be severed without access thereto shall have a salvage value and/or retention value placed thereon as a part of the appraisal, indicating a value which would be reasonable if the building was to be disposed of for removal from the property or by razing.

9. DATE OF VALUATION

The date of valuation, generally, is expected to coincide with the last date the property was inspected by the appraiser. Date of valuation should be included in the appraisal at the conclusion of the correlation and in conjunction with the signature of the appraiser.

10. CORRELATION

Each value estimate should be shown and the correlation of the applicable approaches should state the reasoning as to the weight accorded each. On each before and after appraisal, a Summary of Damages shall be listed after the final estimate of damage assigning an amount as follows, where applicable:

1. Fencing (except where erected at the election of the City of Concord for safety purposes).

2. Severance
3. Easements
4. Other Acquired
5. Benefits

15. CHANGE OF VALUE BY PUBLIC IMPROVEMENT

Any decrease or increase in the FMV of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, shall be disregarded in determining the compensation for the property.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and three (3) identical copies** as part of his/her proposal:

1. Proposal Statement (See Instructions to Proposers, Paragraph 7A-F & H)
2. Proposal Fee (See Instructions to Proposers, Paragraph 7G)
3. Specifications Exception Form
4. Alternate Form W-9
5. City of Concord Indemnification Agreement

The successful vendor must submit, prior to contract signing, his/her insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required levels of coverage

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your bid/quotation does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

Name (as shown on your income tax return)		
Business name, if different from above		
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership <input type="checkbox"/> Other	Exempt from backup withholding <input type="checkbox"/>	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
City, state, and ZIP code	City of Concord 41 Green Street Concord NH 03301	
List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)
---------------	---

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
--------------------------	----------------------------------

Part II	Certification
----------------	----------------------

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
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Purpose of Form
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED**

**CITY OF CONCORD, NEW HAMPSHIRE
RFP09-12, REAL ESTATE APPRAISAL SERVICES
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful appraiser agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all appraisers, contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the appraiser in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

**City of Concord, New Hampshire
RFP09-12, REAL ESTATE APPRAISAL SERVICES
Insurance Requirements for All Contractors**

Additional Coverage is Required if Checked

Minimum Limits Required

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

Additional Coverage to Include

- Owners & Contractors' Protective – Limit NA
- Underground/Explosion and Collapse

Commercial Automobile Liability

Combined Single Limit \$1,000,000

Other NA

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- Garage Liability NA
- Garage Keepers Legal Liability NA

Workers Compensation

NH Statutory including Employers Liability
- Each Accident/Disease-Policy Limit/Disease-Each Employee \$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above NA
 Follow Form Umbrella on ALL requested Coverage

Other

- 1. Professional/Errors & Omissions \$1,000,000
- 2. Builders Risk – Renovation Form
 - All Risk completed value form including Collapse NA
 - Sublimit for Soft Cost Coverage NA
- 3. Installation Floater (Equipment) NA
- 4. Riggers Liability NA
- 5. Environmental – Pollution Liability NA
- 6. Aviation Liability NA
- 7. Watercraft – Protection & Indemnity NA

(X) **The City of Concord must be named as Additional Insured**

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP09-12

PROJECT: Real Estate Appraisal Services

CITY CONTRACT NO.: RFP09-12

CONTRACT FOR: Real Estate Appraisal Services

You are notified that your Proposal received and opened on October 14, 2011 for the above Contract has been considered and accepted for you to provide real estate appraisal services on an as-needed basis. All terms, conditions, specifications and prices shall be in accordance with the CITY'S Request for Proposals (RFP09-12 and all addenda) and the APPRAISER'S response.

The Contract Price of your contract shall be in accordance with the attached firm, fixed fee schedule. The APPRAISER'S hourly fee shall be:

SEE ATTACHED

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____. You must deliver to the CITY:

1. One fully executed counterpart of the Agreement.
2. Your insurance certificate(s), meeting the minimum required types and levels of coverage, naming the CITY as an additional insured.

Failure to comply with these conditions within the time specified will entitle the CITY to consider your proposal abandoned and to annul this Notice of Award.

Within ten (10) calendar days after you comply with these conditions, the CITY will return to you one fully signed counterpart of the Agreement and issue a Notice to Proceed. A separate purchase order will be issued for each appraisal.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2011

by and between The City of Concord, New Hampshire, hereinafter called the "CITY" and

_____ doing business as (an individual) or (a partnership) or
(a corporation) hereinafter called the "APPRAISER".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **APPRAISER** will commence and provide the real estate appraisal services as required by the **CITY**. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP09-12 and all addenda) and the **APPRAISER'S** proposal opened on October 14, 2011.
2. The **APPRAISER** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide the real estate appraisal services as detailed by RFP09-12 and all addenda.
3. The **APPRAISER** will commence the work required by the **CONTRACT DOCUMENTS** within ten (10) calendar days of the date of the **CITY'S** Notice to Proceed. Completion time for this Agreement shall be three (3) years after commencement. This Agreement may be renewed, by mutual agreement, for up to three (3) additional one (1) year periods.
4. The **APPRAISER** agrees to provide all the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fee for services provided with the cost proposal submitted by the **APPRAISER** and subsequent negotiations between the **APPRAISER** and the **CITY**. The contract fees shall be:
 - a.
 - b.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) REQUEST FOR PROPOSALS RFP09-12
 - (B) RFP09-12 PROPOSAL RESPONSE
 - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE
 - (D) LETTER OF AWARD

- (E) NOTICE OF AWARD
- (F) AGREEMENT
- (G) NOTICE TO PROCEED
- (H) ADDENDA # _____ DATED _____
- (I) CITY OF CONCORD PURCHASE ORDER NUMBER _____

- 6. The **CITY** will pay the **APPRAISER**, in the manner and at such times as set forth in the General Terms and Conditions, such amounts as required by the **CONTRACT DOCUMENTS**. Retention from progress payments will be in accordance with the General Terms and Conditions.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:
CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

Name _____

Title _____

APPRAISER:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP09-12

PROJECT: Real Estate Appraisal Services

CITY CONTRACT NO.: RFP09-12

CONTRACT FOR: Real Estate Appraisal Services

(Name of APPRAISER)

You are notified that the Contract Time under the above contract will commence to run within ten (10) calendar days of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be no later than three (3) years thereafter. The Agreement may be renewed, by mutual agreement for up to three (3) additional one (1) year periods.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, meeting the required minimum types and levels of coverage and naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION

PROPOSAL EVALUATION FORM

FIRM: _____ DATE: _____

PROJECT: RFP09-12, REAL ESTATE APPRAISAL SERVICES

DEPARTMENT/DIVISION: COMMUNITY DEVELOPMENT DEPT, PLANNING DIVISION

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Provision of all Required Documentation	10		
Ability to Meet City's Schedule	10		
Cost	10		
<u>Project Team:</u>			
Relevant Experience	10		
Education, Technical & Professional Certifications	10		
<u>Firm/Organization:</u>			
Record of Satisfactory Performance	10		
Technical Approach	10		
Total:			

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.

City of Concord,
New Hampshire



Finance Department
Purchasing Division
COMBINED OPERATIONS & MAINTENANCE FACILITY
311 NORTH STATE STREET
Concord, NH 03301
(603)230-3664 FAX(603)230-3656
www.concordnh.gov/Purchasing

Reference: RFP09-12

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Request for Proposals, RFP09-12 (Real Estate Appraisal Services) for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):

- _____ Profit margin on municipal proposals too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) _____
- _____ Insufficient time allowed to prepare and respond to proposal request.
- _____ Proposal requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____



Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)