

TOWN OF RYE, NEW HAMPSHIRE
2014 Request for Proposal
APPRAISAL AND ANNUAL UPDATING OF PUBLIC UTILITY
PROPERTY & RIGHT OF WAY, CONDUIT AND TELEPHONE
POLES

The Town of Rye is currently inviting proposals from qualified individuals or companies, acting singularly or in consortium, to appraise the Market Value of the real estate assets owned by Public Utilities in Rye, NH. The proposal is for a full update in 2014. Utility companies owning property in Rye include Public Service Co., Aquarion Water Company, and NEXTERA Energy Seabrook LLC. Telephone Poles, Conduit and ROW owned by Comcast Cable and Fairpoint Communications. Each will require identifying the real property, valuation and a narrative appraisal report under this proposal. Also to be appraised are the right of ways, conduit and telephone poles.

Proposals are due by November 6, 2013 at 2 pm and will be considered for award by the Board of Selectmen on November 13, 2013.

The Town reserves the right to reject any and all proposals, to award proposals in whole or in part, waive technicalities or informalities and to accept any proposal deemed to be in the best interest of the Town.

REQUEST FOR PROPOSAL

SECTION I -TERMS AND REQUIREMENTS FOR PROPOSERS

MUNICIPAL APPRAISAL OF PUBLIC UTILITY PROPERTY

The Town of Rye is currently inviting proposals from qualified individuals or companies, acting singularly or in consortium, to appraise the Market Value of the real estate assets owned by Public Utilities in Rye, New Hampshire. Utility companies owning property in Rye include Public Service Co., Aquarion Water Company and NEXTERA Seabrook Energy LLC. Telephone Poles, Conduit and ROW owned by Comcast Cable and Fairpoint Communications. Each will require identifying the real property, valuation and a narrative appraisal report under this proposal.

1. If it becomes necessary to revise any part of this Request for Proposal (RFP) or otherwise provide additional information, an addendum will be issued to all prospective Proposers who received copies of this original request.
2. Proposals are to be submitted in a sealed envelope clearly marked *Municipal Appraisal of Public Utility Property*. At least two (2) copies of the proposal must be submitted, one of which must be an original signed in ink. A vendor may attach any explanatory materials, brochures, or other documents, which it may feel of use in the presentation of its proposal. The proposal shall also include a letter of transmittal, which contains the name of the person, firm or corporation submitting the proposal and the date of its presentation.
3. Each proposal must be submitted to the Town Administrator, Town of Rye, NH, 10 Central Road Rye, NH 03870, **NOT LATER THAN 2:00 PM, November 6, 2013**. Proposals will be publicly opened and read at this time by the Town Administrator and **will be considered for award at the November 13, 2013 Board of Selectmen meeting**.

The Town will not be responsible for late mail deliveries and no proposal will be accepted if received after the time stipulated above. No facsimile proposals will be accepted. Any unopened proposals will be returned to the vendor. All inquiries regarding this RFP or requests to review the Town's records shall be directed to:

Town of Rye
Michael Magnant, Town Administrator
10 Central Road, Rye, NH 03870
(603) 964-5523

The Town of Rye is a Tax Exempt organization.

4. Proposals will be awarded from established corporations, partnerships or proprietorships that normally furnish real estate appraisals as a standard part of their business. Proposers are encouraged to include in their proposal all components of these specifications and

may represent certain other corporations, partnerships or proprietorships as sub-contractors or vendors.

5. Vendors may submit multiple proposals. Each proposal will be evaluated separately.
6. All proposals shall be valid for at least 90 days from the due date. No proposals may be withdrawn prior to 90 days from the due date. The Town may request additional information after the proposal opening.
7. The Town reserves the right to reject any and all proposals, either in whole or in part; to waive any defects, informalities and/or irregularities in proposal responses; to accept substitutions or exceptions to these requirements; to negotiate with the successful proposer; and to otherwise act as shall be determined by the Board of Selectmen to be in the best interest of the Town.

SECTION II - EVALUATION PROCESS

1. The RFP process permits the Town of Rye the opportunity to contract for goods and/or services from responsive vendors who offer the best price and meet the requirements of the Town's RFP.
2. The evaluation process will include each proposal being reviewed by the Town Assessor and Town Administrator. Their final recommendation will be submitted to the Board of Selectmen for approval.
3. Proposals shall be evaluated based on responsiveness to the criteria, terms and conditions contained in the RFP and its attachments. Failure to follow the instructions, meet the criteria, or agree to the terms and conditions in the RFP may be cause for rejection of the proposal as non-responsive.
4. No award will be made to any vendor who cannot satisfy the Board of Selectmen that they have sufficient ability and experience in this class of work and sufficient capital and plan to enable them to prosecute and complete delivery of the services successfully within the time named. The Board's decision or judgment on these matters shall be final, conclusive and binding. Conditional proposals will not be accepted.

SECTION III - TIME TABLE

The following schedule shall be adhered to under these specifications:

Proposal Solicitation -	September 10, 2013 – November 6, 2013
Due Date for Proposals -	November 6, 2013 before 2:00 PM
Proposal Opening -	November 6, 2013 after 2:00 PM
Consideration of Award -	November 13, 2013 at Selectmen's Regular Meeting
Date of Valuation -	April 1, 2014
Completion Date of Contract -	May 1, 2014

SECTION IV - SCOPE OF WORK: GENERAL CONDITIONS

This Request For Proposal (RFP) invites firm qualifications and price proposals for consideration by the Town of Rye for an appraisal of all public utility property assets located within the Town of Rye. Utility companies owning property in Rye include Public Service Co., Aquarion Water Company and NEXTERA Seabrook Energy LLC. Telephone Poles, Conduit and ROW owned by Comcast Cable and Fairpoint Communications. Under this proposal, the work requires a full narrative report in conformance with the most recent edition of the Uniform Standards of Professional Appraisal Practice (USPAP) standard 6, which provides estimates of Market Value of property owned by the Utility Companies identified above and all Telephone Poles, Conduit and Right of Ways. The effective date of the appraisals will be **April 1, 2014**.

1. Purpose

The purpose of this RFP is to provide interested vendors with information sufficient to enable them to submit proposals for appraisal services for the Town of Rye acting on behalf of itself as specified in this RFP.

Proposals shall meet the functional requirements as specified in this RFP. The appraisal report should be well supported, clearly written, and fully documented as per the most recent edition of the Uniform Standards of Professional Appraisal Practice (USPAP) Standard 6.

2. Submission of Proposals

It is the intent that this be a "turnaround" document, i.e., that each proposer furnishes all information requested by this RFP on the forms provided herewith.

3. False Representations

Pursuant to New Hampshire State law, anyone in any matter relative to the procurement of services for the Town of Rye, who intentionally makes a material statement that is false, omits or conceals a material fact in a written statement, submits or invites reliance on a material writing that is false, submits or invites reliance on a sample or other object that is misleading or uses any tricks, scheme or device that is misleading in a material respect shall be subject to the Laws of the State of New Hampshire.

4. Irrevocability of Proposal

Proposals submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may be extended at the Town Administrator's request only by a vendor's written agreement.

5. Cancellation of the RFP: Rejection of All Proposal

The Town of Rye may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP, whenever such action is determined to be fiscally advantageous to the Town of Rye or otherwise in its best interest.

6. Proposal Acceptance: Discussions

The Town of Rye reserves the right to waive or permit correction of minor informalities and to conduct discussions with all qualified vendors in any manner necessary to serve the best interests of the Town of Rye. The Town of Rye also reserves the right, in its sole discretion, to award a contract based upon written proposals received without prior discussions or negotiations.

7. Incurred Expenses

The Town of Rye will not be responsible for any costs incurred by a vendor in preparing and submitting a proposal in response to this RFP.

8. Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or time of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delays.

9. Report Compliance

The Town of Rye shall require a letter of compliance from the New Hampshire Department of Revenue to insure that the Appraisal report complies with the most recent edition of the Uniform Standards of Professional Appraisal Practice (USPAP) Standard 6 and appraise each Utility pursuant to NH RSA 75:1. A copy of the report is to be submitted to the Department of Revenue as well as the town of Rye.

SECTION V - SCOPE OF WORK: MINIMUM REQUIREMENTS

(VENDOR RESPONSE REQUIRED, WHERE APPROPRIATE)

The Board of Selectmen shall reject proposals, which do not meet certain minimum requirements. These minimum requirements follow:

1. The Town Administrator must receive a proposal before the deadline for receipt of proposals.
2. The vendor must certify that it has complied with all Laws of the State of New Hampshire relating to taxes and is not currently in arrears in the payment of any obligation due and owing the State or any department or unit thereof.
3. The values to be determined shall be full market value as defined in the New Hampshire Revised Statutes Annotated and New Hampshire Supreme Court Decisions. Basis of valuation shall be the recognized methods of appraising public utility property.
4. The appraisal shall include, but not be restricted to, the valuation of the following public utilities, telephone poles, conduit and ROW within the Town:
 - a. Public Service of New Hampshire (PSNH)
 - b. Aquarion Water Company
 - c. NEXTERA Seabrook Energy LLC
 - d. All Telephone Poles, Conduit and ROW owned by Comcast Cable and Fairpoint Communications.
5. Vendor shall submit a list of the New Hampshire municipalities for which the Vendor has completed appraisal assignments.
6. Vendor shall submit written assurance that the Appraiser is qualified to complete the assignment and testify in Court if defense of value opinion is necessary.
7. The completion date for delivery of all completed work is May 1, 2014. Failure by the vendor to complete all work prior to the date specified herein shall be cause for a payment from the vendor, on request of the Board of Selectmen, in the amount of FIVE HUNDRED DOLLARS (\$500.00) per day beyond the specified date of completion.

SECTION VI - SCOPE OF WORK: TECHNICAL REQUIREMENTS

Parties interested in supplying a bid to the TOWN shall provide the following with their proposal:

1. Qualifications of the individual or individuals who will perform the actual appraisals.
2. A list of similar projects completed for the past five (5) years.
3. A listing of current commitments for the individual or individuals to be assigned to the PROJECT.
4. A description of the methodologies to be utilized in the appraisal of the public utility property.
5. A project work plan outlining the schedule to be followed during the PROJECT.

The contract for the PROJECT will conform to the State of NH Department of Revenue 600 Rules.

The price quoted for the PROJECT shall be fixed and complete and shall include all field work, analysis, research, appraisal, review, notices of value, hearings, and defense of values before the BTLA or Superior Court for the revaluation tax year. The successful vendor shall also provide the Town up to ten (10) days of abatement consultations and negotiations following the issuance of the tax bills based upon the new values at no cost to the Town. Additional time, if requested by the Town, the vendor will be paid on a per diem basis. The Town is requesting the vendor provide a quote for this cost.

The vendor agrees to furnish the services of a qualified representative to support the values established for the revaluation tax year upon appeals to the New Hampshire Board of Tax and Land Appeals or Superior Court, in all cases where the appeals have been entered within the time prescribed by law, without cost to the Town. In the case of a subsequent year appeal where the vendor, as an expert, may be required to defend the established value, the vendor will be paid on a per diem basis. The Town is requesting the vendor provide a quote for this cost.

SECTION VII – PAYMENT TERMS

The successful vendor will be required to provide the Town with a W-9 and will be paid within thirty (30) days from the date the USPAP compliant report has been filed with the New Hampshire Department of Revenue.

SECTION VIII – INSURANCE

A. WORKER’S COMPENSATION INSURANCE - The vendor shall purchase and maintain such insurance as necessary to protect them from claims under worker’s compensation acts, and for any claims for damages for personal injury, including death, which may arise from operations under this contract.

B. PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ERRORS & OMISSIONS INSURANCE - The vendor shall purchase and maintain such liability insurance, at a minimum of \$1,000,000 respectively.

C. CERTIFICATES - The vendor shall include preliminary certificates with the proposal submission, showing that the above insurance has been purchased. The adequacy of protection shall be subject to the approval of the Board of Selectmen.

SECTION IX - NON COLLUSION CLAUSE:

“The undersigned certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word “person” means any natural person, joint venture, partnership, corporation or other business or legal entity. Further, I certify that the items to be supplied by my firm will meet or exceed the specifications as listed in this request for proposal.”

FIRM: _____ SIGNATURE _____

ADDRESS: _____ NAME (PRINT): _____

_____ TITLE: _____

TELEPHONE: _____ DATE: _____

SECTION X – 2014 DETAILED COST PROPOSAL

1. Appraisal Report: \$ _____

2. Other Required Costs: \$ _____

TOTAL SOLUTION COST: \$ _____

PER DIEM CHARGE, including expenses: \$ _____
(per Scope of Work Section VI)