

(For use as legal advertisement)

Request for Proposal
for
Appraisal Services and Final Report

For the Goffstown NH School District
11 School Street
Goffstown, NH 03045
603 497-4818

Submission Due Date: January 27, 2012 The School District of Goffstown NH invites proposals from New Hampshire state certified general real estate appraisers for appraisal services and final reports for the Mountain View Middle School and Goffstown High School. Copies of the RFP are available at the Goffstown School District Business Office, located at 11 School Street, Goffstown, NH 03045. Copies are also available on the School Board website, [www. Goffstown.k12.nh.us/SB/](http://www.Goffstown.k12.nh.us/SB/). Proposals may be delivered in person or by USPS to the Goffstown School District Business Office, 11 School Street, Goffstown, NH 03045. All proposals must be received by 3:30PM EST to be considered a responsive proposal. The school district reserves the right to extend this deadline by providing a written addendum to the Request for Proposal. ***Proposals submitted by facsimile or electronic mail will not be considered.***

Request for Proposals (RFP) Invitation

The Goffstown School District (herein referred to as the District) requests proposals for a separate Value-in-Use Appraisal and final report for the site(s) with improvements and the building(s) with improvements at the Mountain View Middle School located at 41 Lauren Lane and for Goffstown High School located at 27 Wallace Road in Goffstown, NH. Mountain View Middle School was constructed in 1989 and is sited on approximately 60.3 acres off Lauren Lane while Goffstown High School is sited on approximately 30 acres off Wallace Road in Goffstown. Goffstown High School has undergone periodic construction from 1965 through 2001.

The purpose of the appraisals is to determine the Value-in-use of the real estate portion of the two school buildings including trade fixtures. The District will use the appraisals to determine and assess an appropriate rental charge in accordance New Hampshire state law to the various school districts that use the facilities. The District will accept proposals delivered in person or by USPS to the Goffstown School District Business Office, 11 School Street, Goffstown, NH 03045. All proposals must be received by 3:30PM EST, Friday, January 27, 2012 to be considered responsive. Proposals submitted by fax or EMAIL will be considered non-responsive and will not be accepted. The District reserves the right to request additional information or clarification of any submitted proposals. Proposals must remain open for 90 days. This solicitation will become an addendum to any resultant contract. Proposals may be withdrawn by the submitting firm at any time prior to the closing date and time for receipt of proposals.

Copies of the RFP are available at the Goffstown School District Business Office, located at 11 School Street, Goffstown, NH 03045 and also from the Goffstown School Board website, www.goffstown.k12.nh.us/SB/. The Business Office is open to the public Monday through Friday from 8:00 AM to 4:30 PM. The District is an EOE employer and encourages proposals from minority, women-owned, and Disabled Veteran Business Enterprise (DVBE) businesses.

The RFP will not result in a low-bid price competition. Instead, proposals will be reviewed in accordance with the Evaluation Criteria stated within this RFP. All firms, principals and individuals being considered for this RFP must be duly registered and licensed in the State of New Hampshire, in all applicable disciplines. This RFP supersedes all other proposals, oral and written, and all negotiations, conversations or discussions between the parties related to the subject matter. Contract award will be based upon best perceived value to the District.

Three (3) copies of the complete proposal and one (1) signed original document by an officer or authorized individual of the firm must be submitted in a sealed envelope clearly marked on the outside with the firm's name, address, contact person, phone number and EMAIL address.

The envelope must be marked in the lower left-hand corner with the following notation: "RFP – MVMS and GHS Appraisal Services"

Documents should be addressed to:
Goffstown School District
Attn: Business Administrator
11 School Street
Goffstown, NH 03045

Since there is a possibility of negotiation with multiple respondents, neither the identities of the responding firms nor the contents of any proposal will become public information before a contract award is made. Therefore, there will be no public opening. All proposals will become the property of the District and will be made available for review after award of contract.

Scope of Work and Specifications

The Goffstown School District intends to enter into a professional services contract with one (1) qualified firm to provide appraisal services and final reports for the Mountain View Middle School and Goffstown High School. Separate Value-in-Use Appraisals and final reports for the site(s) and the building(s) with improvements at the Mountain View Middle School located at 41 Lauren Lane and for Goffstown High School located at 27 Wallace Road in Goffstown, NH are required.

1. Appraisal reports are to be prepared in accordance with Uniform Standards of Professional Appraisal Practice (USPAP).
2. The firm will provide all necessary services to assure report accuracy, adequacy and completeness of all documentation contained within the appraisal reports.
3. Adequately describe and analyze all relevant market data and activity as of the date of value.
4. Appraise the current Value in Use of the property including trade fixtures. Other equipment, such as tables, chairs and personal property used by the school district is to be excluded from the appraisal.
5. The final report must include the appraiser's analysis, opinions and conclusions. The appraisal report must include the plat or sketch of the property and provide the location and dimensions of any improvements. The appraisal report must contain adequate photographs of the subject property and provide location maps of the property, a statement of known and observed encumbrances, title information, location, zoning (current and proposed), present use, stage of development, concurrency with local and regional land use plans, an analysis of highest and best use and an adequate sales history of the properties.
6. A statement of all assumptions and limiting conditions is necessary.

Qualifications

Firms responding to this bid invitation must meet these minimum qualifications:

1. The firm’s key personnel, assigned to this project, must have at least five (5) years experience in appraisal and consulting experience and be licensed and certified by the State of New Hampshire.
2. The firm’s key personnel, assigned to this project, must have at least five (5) years experience in completing appraisal reports as defined under Uniform Standards of Professional Appraisal Practice (USPAP).

Site Visit and Review

The sites may be viewed by appointment by contacting the Director of Facilities, Goffstown School District at 603 497-4841 X- 5303.

Questions Regarding the RFP

Questions about the RFP, its content, proposal format or any other question deemed necessary to submit a responsive proposal must be submitted by January 20, 2012, in writing to:

Goffstown School District
Attn: Business Administrator
11 School Street
Goffstown, NH 03045

Or by EMAIL to:

rlabore@goffstown.k12.nh.us

Contract Period and Requirements

The Goffstown School District has scheduled the contract period for appraisal services to begin no later than Friday, February 17, 2012 with a mutually agreeable completion date with the service provider. The District intends to issue one contract for work at both sites.

The contract may be suspended or terminated at any time by the District upon a written thirty (30) day notice to the firm(s) in the event of a material breach of contractual obligations. The firm shall be responsible for furnishing all work products including designs, notes, electronic files, drawings and other documentation within 30 days from the date of the termination notice, at no cost to the District.

A default shall include, but is not limited to a “Failure to Perform”. Failure to Perform means any of the following actions or inactions by the firm which, if occurring, shall also constitute a material breach of this contract by the firm:

1. The firm provides services which do not meet the specifications of the contract.
2. The firm fails to adequately perform the services set forth in the specifications of the contract.

3. The firm fails to complete the work required or furnish the work product, materials and services required within the time stipulated in the contract.
4. The firm fails to make progress in the performance of the contract or gives the District reason to believe that the firm will not or cannot perform to the requirements of the contract.

The firm and their subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.

Inherent Acceptance

The submission of a proposal constitutes the firm's acceptance of and agreement to the terms and conditions of this RFP.

Contract Award

After a review of qualifications based upon the requirements contained within this RFP and the successful completion of fee and contract negotiations, the evaluation committee will submit a recommendation for award of the contract to the Goffstown School Board. The Goffstown School District reserves the right to reject any and all proposals or to accept other than the lowest priced proposal, and to waive any informalities, omissions, excess wording, or technical defects found within submitted proposals, if in the opinion of the District, such action would be in their best interest. The District reserves the right to accept all or part of any submittal or to cancel in part or in its entirety this RFP. They further reserve the right to select the proposal that they consider will provide the best overall value to the District.

This Request for Proposal does not commit the District, the Superintendent of Schools, the Goffstown School Board, the District Business Office, the evaluation committee or any other sub-committees to pay costs incurred in the preparation and submittal of a proposal and does not commit the District to procure or contract for materials and services.

Contract Audit:

The firm agrees that the State and / or the District shall have the right to review, obtain and copy all records pertaining to performance of the contract. The firm shall maintain records for a period of at least three years after final payment under the contract.

Items Required for Inclusion in Proposal:

All proposals must address the following items in the order listed below and must be numbered the same as in the proposal submission document.

1. Description of Firm(s):
This section is intended to provide the District with the firm’s information regarding the size, location, nature of work performed, years in business, and approach that will be used in meeting the project requirements.
2. Background of Firm's Personnel:
Identify all key personnel from the firm or sub consultants that will be participating in this project and provide a brief resume including pertinent experience of those individuals. All key personnel must be licensed to provide related services in the State of New Hampshire.
3. Knowledge of State Law and Department of Education Administrative Regulations for School Appraisals:
Use this section of the Proposal to describe the knowledge possessed by members of your firm and the experience of the firm’s staff members in this process.
4. Project Plan and Methodology:
Briefly describe the procedures your firm will use in conducting each of the appraisals to assure that the needs of the District will be satisfied. What will the firm do in order to assure that work will be completed in a cost effective and timely manner? Use this section to address the ability of your firm to undertake the projects for which you are requesting consideration. Explain how your firm manages workload balance.
5. Fees:
Identify your fee, fee structure and how it will be applied. Indicate the fee method and schedule for any of the subcontractor services required to complete the project. Be sure to submit the individual fee structure for each of the sites.
6. Interest Statement:
Briefly describe the particular or main interest your firm has in the project for which you have submitted a proposal.
7. Litigation, Arbitration, Mediation - If the firm has been a party in any litigation, arbitration or mediation with an owner, or if the firm has ever been terminated for cause while under an appraisal services agreement, describe each event in detail and indicate the final results.

8. Other - Each firm is encouraged to provide any additional information or description of resources the firm feels is pertinent to this Request for Proposal. (The inclusion of a brochure is acceptable.)

Required Meetings

The selected firm should plan to meet with the Committee on an as required basis for the duration of the contract.

Selection Process:

The process that will be used by the District in selecting a firm to perform services as outlined in this RFP follows:

Facilities Appraisal Committee (the Committee):

The Board has appointed this Committee which includes Board members and District Administrators to review proposals submitted by firms and to determine finalists. The Committee may interview each of the finalists and will recommend one firm to the Board to complete the projects discussed within this RFP.

Goffstown School Board (the Board):

The School Board will make the final selection of one firm.

Evaluation:

All proposals will be evaluated to determine the "best" firm to meet the needs of the District. Evaluation will include, but not be limited to the criteria listed below:

- Experience and expertise of firm and sub-consultants.
- Ability to meet time schedules and budgets.
- Proposed fee.
- Project Plan/Methodology and a Statement of Interest as outlined in the proposal.
- Completeness of Proposal. In order for a proposal to be considered, the proposal must address all of the elements listed within the **Items for Inclusion in Proposal** section.
- The District reserves the right to determine firms may be requested to appear for oral interview.

Other Definitions, Contract Terms & Conditions:

1. **Contract Documents** – The contract documents shall consist of the “Request for Proposal - Appraisal Services and Final Report”, all documents submitted by the firm in satisfying this request, and a signed contractual agreement executed in a form approved by the District.

2. **Default** – The District shall have the right to declare the firm in default if (a) the firm becomes insolvent; (b) the firm makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the firm or (d) the firm is unable to provide evidence of required insurance coverage as set forth below. If the firm is declared in default, or in the event the firm forecloses for any reason, the District shall have the right to exercise termination options.
3. **Firm** – Any combination of NH Certified Real Estate Appraisers, Management and their respective sub consultants that are required to provide the services requested in the “Request for Proposal – Appraisal Services and Final Report”.
4. **Indemnification** – The firm must agree to defend, hold harmless, and indemnify the District, their officers, agents and employees against any and all claims, or injuries to any person or firm, arising out of the actions of the firm, its officers, agents, or employees in fulfilling the terms of its contract with the District.
5. **Liability Coverage** – During the term of the contract the firm(s) shall maintain general liability coverage in an amount not less than \$5,000,000, and workers compensation coverage as required by federal and state statute. Certificates of insurance naming the Goffstown School District as additionally insured entities must be filed with the Goffstown School District Business Office within two weeks of the award for services. The firm shall provide no less than thirty (30) days prior notice of insurance cancellation or material change in coverage.
6. **Non-Transferable** – The firm shall not have the right to transfer or assign the contract to any other person, company or corporation.
7. **Payment Terms** – To be determined. If in the opinion of the District, the quality of service is unsatisfactory or if any other non-performance or sub-standard issues arise, payment may be withheld. The amount and withholding period are at the discretion of the District.
8. **Termination for Performance** – The contract may be terminated at any time by the District for unsatisfactory performance. In such case, the District shall provide written notice to the firm citing the unsatisfactory performance, giving the firm ten (10) working days to improve its performance to the satisfaction of the District. In the event that the firm’s performance does not improve to the satisfaction of the District, the contract for services may be immediately terminated.
9. **Termination Options** – In the event of a contractual termination, the District reserves the right to employ another firm to complete the term of this agreement. The original firm shall be responsible for any extra or additional expense or damages suffered by the District. In that event, the firm shall be required to indemnify the Goffstown School District for any loss that may be sustained.