

REQUEST FOR PROPOSALS  
COMPLETE STATISTICAL REVALUATION OF THE TOWN OF SEABROOK, NH  
RFP #B2015-AD-02

**Town of Seabrook, New Hampshire**  
**Assessing Department**



**Revaluation of all Utility Properties in  
the Town of Seabrook, NH**

**REQUEST FOR PROPOSALS # B2015-AD-03**

*You are cordially invited to submit a proposal for the revaluation of All Utility Properties in the Town of Seabrook, New Hampshire in accordance with the attached specifications, terms and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.*

*Five (5) copies of the Price Proposal and Five (5) copies of the Technical Proposal must be submitted in a separate sealed envelopes, plainly marked Price Proposal or Technical Proposal and with the following:*

*RFP # B2015-AD-03  
Town Managers Office  
Town of Seabrook  
c/o Shaylia Marquis  
99 Lafayette Rd  
Seabrook, NH 03874*

*All proposals/bids must be received by November 20th, 2015 at 2:00 pm EST*

**REQUEST FOR PROPOSALS**  
**COMPLETE STATISTICAL REVALUATION OF THE TOWN OF SEABROOK, NH**  
**RFP #B2015-AD-02**

Sealed proposals from interested Contractors for an update of all utility real and tangible personal property within the borders of the Town of Seabrook will be received at the Seabrook Town Manager's Office, c/o Shaylia Marquis, 99 Lafayette Road, Seabrook, NH until 2:00pm, Friday, November 20, 2015. The Town of Seabrook reserves the right to reject any and all proposals or to waive any informality in the proposals, if it appears in the Town's best interest. Contractors shall submit a "Price Proposal" and a "Technical Proposal" which explains the methodology to be utilized to complete the statistical update. The contractor must fill out and submit the attached "Price Proposal Form" in a separate sealed envelope clearly marked "Utility Price Proposal". The sealed "Utility Price Proposal" is then to be placed in the envelope, sealed, and clearly identified on the outside of the envelope "RFP: Utility Revaluation".

A bidder may correct, modify, or withdraw a bid by sealed, written notice clearly marked as a correction, modification, or withdrawal, and received in the Town Manager's Office prior to the time and date set for bid opening.

In addition, each Contractor must submit the following as part of their proposal:

1. A letter of transmittal signed by the individual authorized to negotiate for the Contractor and a statement that the proposal will remain in effect for at least sixty (60) days from the submission of proposals.
2. A list of assessing work for which the Contractor is currently committed, as well as a 5-year client list with the names and telephone numbers of the individuals to be contacted as a reference.

**GENERAL CONDITIONS AND REQUIREMENTS**

**1. PROPOSAL RULES**

This proposal is solicited and will be awarded pursuant to the laws of the State of New Hampshire and Administrative Rules as defined in Chapter 600 adopted by the Department of Revenue Administration.

**2. REVIEWING PERIOD**

All proposals meeting bid requirements and conditions may be held by the Town of Seabrook for a period not to exceed sixty (60) days from the date of opening bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to the awarding of the contract.

**3. BASIS OF PROPOSAL AWARD**

- a) The contract shall be awarded to the responsible and responsive contractor submitting the most advantageous proposal, taking into consideration the proposal's relative merits.
- b) The Seabrook Assessor's Office will evaluate the relative merits of the submitted "Proposals".

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**4. FORCE MAJEURE**

Neither party shall be liable to the other or deemed to be in breach under the agreement for any failure to perform including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States, or the State of New Hampshire, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this contract are important to the implementation of ongoing property value update programs, continued failure to perform for periods aggregating sixty (60) or more days even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled, "Termination."

**5. TERMINATION OF THE CONTRACT**

Subject to the provisions of the section entitled "Force Majeure", if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor violates any covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of such failure or violation is received by the Contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

**6. ASSIGNMENT OF CONTRACT**

The Contractor shall not assign or in any way transfer any interest in this agreement without the prior written consent of the Town, provided however, that claims for money due or to become due to the Contractor from the municipality hereunder may be assigned to a bank, trust company, or other financial institution without such consent, so long as notice of any such assignment is furnished promptly to the Assessors, any such assignment shall be expressly made subject to all defenses, set offs, or counterclaims which would have been available to the Town against the Contractor in the absence of such assignment.

**7. OWNERSHIP OF INFORMATION**

- a) All information acquired by the Contractor from the municipality or from others at the expense of the municipality in performance of the agreement shall be and remain the property of the municipality. All records, data files, computer records, worksheets, deliverable products complete and incomplete, and all other types of information

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prepared or acquired by the Contractor for delivery to the municipality shall be and remain the property of the municipality.

- b) The Contractor agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the Town. The Contractor further agrees to return said information in whatever form it is maintained by the Contractor.

**8. CONTRACTOR REQUIREMENTS**

- a) The Contractor will serve in the capacity of an independent Contractor in this project.
- b) Contractor must provide proof of insurance including Workers Compensation Insurance.

FAILURE TO COMPLY WITH THE ABOVE CONDITIONS AND REQUIREMENTS OR ANY ATTACHED SPECIFICATIONS OR ANY OTHER MINIMUM QUALIFICATIONS WILL BE JUSTIFICATION TO REJECT ANY PROPOSAL AS INCOMPLETE.

**9. SCOPE OF THE PROJECT**

- a) The update project requires the complete appraisal and update of all taxable and personal utility property located within the corporate limits of the Town of Seabrook, New Hampshire.
- b) The company that executes a contract with the Town of Seabrook shall furnish all labor, materials, supplies and equipment, and shall perform all work for the project in strict accordance with these contract specifications and shall be in compliance with the State of New Hampshire Department of Revenue Administration (DRA) Administrative Rules governing revaluations and updates.
- c) The project shall be subject to the direct supervision and approval of the Town Assessor and The Town of Seabrook. The Town Assessor or her designee shall have final approval of personnel, forms, records and materials utilized in the project. The project shall conform to the Standards and Qualifications defined in Chapter 600, (and all other) Rules of the Department of Revenue Administration, State of New Hampshire.
- d) The values to be determined shall be full market value as defined in the New Hampshire Revised Statutes Annotated and any New Hampshire Supreme Court decisions. Basis of valuation shall be the recognized methods of appraising real property, as defined by the Appraisal Institute and the International Association of Assessing Officers (IAAO).

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- e) The project shall include the valuation, as of April 1, 2016, of the following categories of real property within the Town:
  - 1. All taxable utility real & personal property, including land, buildings and improvements, listed below, but not limited to
    - 1. NextEra Energy Seabrook LLC – Seabrook Nuclear Power Plant
    - 2. NH Transmission
    - 3. Public Service Co of NH (Eversource)
    - 4. Unitil Energy Systems Inc
    - 5. Unitil Energy Systems Inc, Northern Utilities
    - 6. Northern New England Telephone Operations LLC (Fairpoint Communications)
    - 7. Comcast
    - 8. All Seabrook Right of Way Property utilized by the above.
- f) The Town shall make all decisions regarding the taxable status of any property.
- g) The effective date of this revaluation project shall be for the assessment date of April 1, 2016. Valuations and appraisals of all taxable utility property shall reflect full market value as of April 1, 2016.
- h) The company will provide a narrative appraisal report for each of the utility properties within this contract.
- i) Pertinent Town data:
  - 1. Last revaluation was effective as of April 1, 2011.
  - 2. Estimated Population as of 2015 is 9,000 +/-.
  - 3. The total area of the corporate Town is 9 square miles.
  - 4. As of April 1, 2015 there were 4,350 parcels in the Town of Seabrook representing \$2,855,378,250 in taxable valuation, plus \$96,228,400 as non-taxable

**10. EXPERIENCE OF CONTRACTOR**

The Contractor must demonstrate a minimum of five (5) years experience in the mass appraisal valuation of utility properties, preferably with populations exceeding 5,000. Contractor must be certified with the State of New Hampshire Department of Revenue Administration. The names and resumes of the Contractor and employees to be involved with the project, if any, must be submitted with the proposal.

In order to fairly evaluate the above criteria, the proposers must submit lists, dates, and descriptions of applicable projects and names of relevant contacts to substantiate any information provided in conjunction with the above requirements.

**11. COMPLETION DATE AND TIME SCHEDULE**

- 1. Changes and Subletting of Contract; Revisions, Modifications and Subletting  
The company shall not change, modify, assign, transfer, delegate or sublet the contract, or any interest or part therein without first receiving written approval from the Town, the

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Department of Revenue Administration and the bonding Company. It shall be mutually agreed and understood that said consent by the Town shall in no way release the company from any responsibility or liability as covered in these specifications and contract.

2. Time Schedule

1. Revaluation work shall start in the Town no later than thirty (30) days after execution of the contract, to begin with a meeting between the Town, company
2. All corrected and finalized appraisal documents shall be completed and turned over to the Town no later than August 1, 2016.

3. Payment Schedule

Payment shall be made in monthly installments as the work progresses based on 90% of the estimated proportion of the work completed in the preceding month with the 10% balance being held and accumulated until final values are achieved.

12. OFFICE SPACE & STAFFING

The Town shall not furnish the company with office space and necessary office furniture. The Town will allow access to telephones and copier equipment to carry out the terms of this contract. The Town Assessor's office shall be open during the regular hours maintained by the Town of Seabrook.

13. CONFLICT OF INTEREST

The company shall not compensate, in any way, a town officer or employee or any member of the family of such officer or employee in the performance of any work under this contract.

14. PROTECTION OF THE TOWN

a) Performance Bond

The company, before starting any revaluation work shall deliver to the Municipality an executed bond or irrevocable letter of credit in the principal sum of the amount to be paid by the Municipality to the Company (total contract price) as security for the faithful and satisfactory performance of this contract and shall not expire before final values are submitted to and accepted by the assessing officials in accordance with DRA Rules. A copy of the bond or irrevocable letter of credit shall be forwarded to the Department of Revenue Administration before starting any work.

b) Indemnification and Insurance

The company agrees to defend and indemnify the Town against claims for bodily injury, death and property damage which arise in the course of the company's performance of the contract and with respect to which the Town shall be free from negligence on the part of itself, its employees and agents.

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The company shall not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances, which are beyond the company's reasonable control.

The company shall maintain public liability insurance, automobile liability insurance and workers' compensation insurance.

The public liability insurance shall be in the form of commercial general liability with the inclusion of contractual liability coverage and shall provide limits of:

1. \$1,000,000 each person;
2. \$1,000,000 each occurrence for bodily injury liability; and
3. \$1,000,000 each occurrence for property damage liability; and

The automobile liability insurance shall be in the form of comprehensive automobile liability and shall provide limits of:

1. \$1,000,000 each personal; and
2. \$1,000,000 each occurrence for bodily liability; and

The company shall provide certificates of insurance to the Town and the Department of Revenue Administration before starting the revaluation confirming the required insurance coverage and providing that the Town shall receive ten (10) days written notice of the cancellation or material change in the required insurance coverage.

15. TRANSIMITTAL OF RECORDS TO THE TOWN

All records shall be corrected, completed and turned over to the Town by August 1, 2014. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were inspected in order that the final appraisal of property shall be appraised as of April 1, 2016. The Town must accept all appraisals before the project can be considered complete.

All information, appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under the provisions of applicable law.

It is understood and agreed that the reappraisal of properties covered by the contract shall conform to the procedures and technical requirements as directed by the Town. At least every month the company's project manager shall meet with the Town Assessor or his/her representative to discuss the progress and various other details of the project.

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16. GENERAL CONDITONS

a) Cancellation and Material Breach

If the company does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the company shall make an assignments for the benefit of creditors, or otherwise, or if interested herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then the forthwith thereafter, the Town shall have the right at its options and without prejudice to its rights hereunder to terminate the contract and withhold any payments due.

Should the company fail to fulfill, in a manner deemed timely and satisfactorily to the Town, its obligation under the contract, or if the company should violate any of the material covenants, conditions or stipulations of the contract, which failure or violations shall continue and is not cured for thirty (3) days after written notice and description of said failure or violation is provide by the Town and is received by the company; then the Town shall have the right to terminate the contract by giving written notice to the company of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination; and the company shall remain liable for the breach of the contract by the company.

If this termination clause is invoked, the company's agents and employees shall, at the Town's direction, vacate the office space provided by the Town in an orderly fashion, leaving behind all records, properly filed and indexed, as well as all other property of the Town, in good condition. Any funds held by the Town under the contract shall become the property of the Town to the extent necessary to reimburse the Town for it cost in obtaining another contractor and supervising the transition, the company shall be liable to the Town to reimburse the Town for such costs. Termination of the contract and retention of funds by the Town shall not preclude the Town from bringing an action against the company before an arbitrator requesting damages or exercising any other legal, equitable or contractual rights the Town may possess in the vent of the company's failure to perform, including by not limited to, recovery of costs and attorney's fees.

b) Deliverable Products

All documents, records, data and other material, in either manual mechanized or electronic form, procured or produced in the performance of the project will be the sole property of the Town at the conclusion of the project, as determined by the Town. The documents, records, data and other materials will include without limitations:

- Documentation of procedures used throughout the project.
- All training materials and manuals used in any phase of the project.



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- The data collection and valuation manuals which will enable the municipality to maintain and update values.
- Detailed valuation manuals, including tables and formulas to be used in applying the cost and sales comparison approaches to problems
- Source information used in the development of cost and sales comparison schedules; source information for individual property valuations.
- All manual and computerized reports supporting valuation formulas and values for vacant land and improved properties.
- Field review documents reflecting preliminary values, adjusted preliminary values and any notes relative to informal review actions.
- Electronic files of all properties, their identification, improvement inventories, computer generated valuation schedules and technical documentation describing data file organization and record layout to facilitate user understanding.
- The company shall provide – USPAP compliant appraisal (manual) according to DRA rules and regulations.

17. NON APPROPRIATIONS CLAUSE

Execution of this contract is contingent upon approval of funds at the Town of Seabrook, March 2016 Town Meeting.

18. COMPARATIVE EVALUATION CRITERIA

A Contractor shall be deemed unacceptable if the “Minimum Evaluation Criteria” are not met. The ratings of "highly advantageous", "advantageous", "not advantageous", and "unacceptable" will be used to evaluate the following features of each proposal:

- a) The response from the Contractor’s clients as to performance on previous projects.
- b) The professional qualifications of the individuals working on the project.
- c) The bidder's directly relevant experience in other projects of similar type, size, and scope.

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TOWN OF SEABROOK, NH  
UTILITY PRICE PROPOSAL FORM

Company Name : \_\_\_\_\_

Company Representative: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

General Requirements

Price

Utility Update

Including Utility USPAP Manual – Provide Narrative Appraisals of Each Utility

Total Price: \$ \_\_\_\_\_

**To Apply:**

Sealed proposals from interested Contractors for an update of all utility real and tangible personal property within the borders of the Town of Seabrook will be received at the Town Manager’s Office, Seabrook Town hall, 99 Lafayette Road, Seabrook, NH until 2:00 p.m., Friday, November 20th, 2015. The Town of Seabrook reserves the right to reject any and all proposals or to waive any informality in the proposals, if it appears in the Town's best interest.

Contractors shall submit a “Price Proposal” and a “Technical Proposal” which explains the methodology to be utilized to complete the statistical update. The contractor must fill out and submit the attached “Price Proposal Form” in a separate sealed envelope clearly marked “Utility Price Proposal”. The sealed “Utility Price Proposal” is then to be placed in the envelope, sealed, and clearly identified on the outside of the envelope “RFP: Utility Revaluation ”.

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**Closing Date: November 20, 2015**