

TOWN OF MILFORD, NH
REQUEST FOR PROPOSALS
FOR DATA COLLECTION OF SELECTED PROPERTIES

Sealed proposals from interested Contractors for a limited Data Collection Project of One Thousand five hundred (1,500) properties including:

Six hundred and seventy (670) residential properties
Three hundred and fifteen (315) manufactured homes
Ninety five (95) mixed use properties
Seventy (70) residential apartment properties
Three hundred and fifty (350) commercial/industrial properties

in the Town of Milford, NH, (over a two year period contingent on the availability of funds each year), will be received at the Assessor's Office, Town Hall, 1 Union Square, Milford, NH, until **3:00 p.m., Wednesday August 20, 2014**. **Sealed envelopes containing proposals shall be clearly marked PROPOSAL FOR DATA COLLECTION**. RFPs will be publicly opened and read in the Selectmen Meeting Room immediately following the deadline. A bid award recommendation will be made within 30 days.

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 Assessing Office prior to the time and date set for bid opening.

Any bids, corrections or modifications received after the specified time and date of 3:00 pm Friday August 20, 2014 may not be considered.

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 thirty (30) 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.
3. The Town of Milford utilizes the Vision Appraisal CAMA Software, ver. 6.5 System (hereafter referred as Vision) in house. Therefore, each Contractor must show evidence of familiarity with the Vision system by submitting a list of projects previously worked on that required the use of Vision.
4. A statement of non-collusion to be affixed to the proposal.

Bids may be submitted to: Assessor, Town of Milford, 1 Union Square, Milford, NH 03055

All questions concerning the request for proposals shall be made in writing to the Town Assessor, Town of Milford who may be contacted at (603) 249-0615, by facsimile at

(603)673-2273 or by email at mnoel@milford.nh.gov.

GENERAL CONDITIONS AND REQUIREMENTS

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.

REVIEWING PERIOD

All proposals meeting bid requirements and conditions may be held by the Town of Milford for a period not to exceed thirty (30) 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.

BASIS OF PROPOSAL AWARD

The contract shall be awarded to the responsible and responsive Contractor submitting the most advantageous proposal, taking into consideration the proposal's relative merits.

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 of the Contract."

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.

SCOPE OF THE PROJECT

The project shall include the data collection database input of 1,500 properties including:

Six hundred and seventy (670) residential properties
Three hundred and fifteen (315) manufactured homes
Ninety five (95) mixed use properties
Seventy (70) residential apartments
Three hundred and fifty (350) commercial/industrial properties,

over a two year period contingent on the availability of funds each year, in a good and workmanlike manner according to New Hampshire Revised Statutes.

GENERAL REQUIREMENTS

The Town will provide the selected Contractor with the existing Property Record Card. If needed, the town will provide workspace and furniture for the completion of the contract.

All field personnel shall carry suitable identification with an up-to-date photo. Such identification shall be approved by the municipality.

The selected Contractor shall furnish all labor, materials, supplies, and equipment, and shall perform the data collection services described as follows:

1. Check the measurements and attempt to inspect the interior of all properties.
2. Gather data as required by the Town's Field Inspection Guidelines.
3. Mail callback notices to all owners where an interior inspection was not conducted upon the initial visit.
4. Inspect the interior of callback properties based on appointments made by the Contractor based on an agreed upon appointment schedule.
5. Update photographs if necessary
6. Provide data entry of all changes made from field checks, including new images.
7. Provide monthly status reports and updates in writing to the Town Assessor.

MINIMUM EVALUATION CRITERIA

1. EXPERIENCE OF CONTRACTOR

The data collector(s) must have a minimum of three (3) years' experience in the data collection of all types of property specified in this Request, be certified with the State of New Hampshire Department of Revenue Administration and show evidence of experience and familiarity with Vision.

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.

2. PROJECT TIMETABLE

The Contractor must provide a timetable that provides for a completion date of no later than March 1, 2015 for all residential properties and March 1, 2016 for all commercial/industrial properties. The timetable should address, at a minimum, those areas listed in the "**GENERAL REQUIREMENTS**" section above.

PROPOSAL PREPARATION AND SUBMISSION

1. The proposal will contain the firm fixed price of the proposed effort, which proposal will be complete in its entirety.
2. Any special services, considerations or contract terms not contained in the RFP will be referenced in specific detail, along with the total and fixed costs for these services.
3. Intent to utilize sub-contractors in the execution of the Contract shall be disclosed in the proposal, sub-contractors to be named specifically, and will show the total fixed costs of such assistance.

THE CONTRACT

1. The Town may award a Contract, based upon offers received, without additional submissions from the Proposer. Accordingly, the proposal should be submitted on the most favorable terms, from all aspects, which the Proposer can submit. The Town reserves the right to request additional information, either orally or in writing or additional presentations in support of written

proposals. Nonetheless, the Proposer is cautioned that the proposal shall be subject to acceptance without further clarification.

2. The contract of the successful proposer will be submitted to the NH Department of Revenue Administration for review and comment prior to its execution.
3. The Town reserves the right to incorporate minor modifications, which may be required. The Proposer will incorporate these changes at no additional costs.
4. The successful Proposer will adhere to the Contract Minimum Specifications, defined further within this RFP. However, the Proposer is encouraged to append and expand upon these minimum specifications.
5. The Town of Milford reserves the right to reject any non-conforming proposal. The Town of Milford reserves the rights to amend, revise or cancel this Request for Proposal at any time if it is deemed to be in the best interests of the Town.
6. The town of Milford reserves the right to reject any, or any part of a proposal, or all proposals; to waive informalities and technicalities, an, to accept that proposal which the Town deems to be in the best interests of the Town, irrespective of the lowest bid amount.
7. This Request for Proposal does not commit the Town of Milford to award a contract or to pay any costs incurred in the preparation of a proposal.

TOWN CONTRACTOR RELATIONSHIP

1. Disagreements and disputes, if any, arising under the terms of this agreement, either at law, equity, or by arbitration shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which State this agreement shall be deemed to have been executed.
2. Indemnification - The Contractor shall indemnify the Town and hold its officers, agents, servants and employees harmless from any and all claims, actions, causes of action(s), suit judgments, costs and expenses caused or arising out of the acts or omissions of the Contractor or any of its independent contractors, agents, or employees. Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of the immunity of the Town, which immunity is hereby reserved to the Town.
3. All data, materials, installed software; documentation and work product of any kind pursuant to this Contract shall belong exclusively to the Town.

CONTRACT MINIMUM SPECIFICATIONS

The Town of Milford would like the Proposer to formulate the Contract in a manner that is consistent with the nature and scope of their particular services and operations, and with the Administrative Rules which govern or come to bear upon revaluation Contracts in the State of New Hampshire. However, the following minimum specifications will be addressed specifically within the Contract in order for the Proposal to be considered as a

qualified bid:

1. Identify the Company, its principal place of business, and the Town of Milford.
2. A statement that the Company agrees to provide all services, support, personnel, records, forms, labor, materials, and equipment to perform the data collection that is the subject of the Contract.
3. Employees: Identify all key personnel expected to perform the work of the Contract, and affix current résumé's of the same.
4. Compensation: State the total sum of compensation for the data collection effort, and the manner in which invoices will be submitted to the Town, accompanied by an itemized account of the nature and extent of the work performed that is represented in the invoice. A clause that will serve to withhold 10% of each invoice as a surety to the satisfactory completion of the Contract, which funds will be released within 30 days of satisfactory delivery of all specified deliverable products.
5. Relationship and Indemnification: State that the relationship between Contractor and Town shall be as an Independent Contractor, and that the Contractor shall hold the Town, it's agents, servants and employees harmless, at the Contractors sole expense, to any liability or legal proceeding occurring as a result of the Contractors' action(s) or omissions, including injury, death, property damage, or any associated expense(s) including costs of defense and reasonable attorney's fees.
6. Certificates of Insurance: A statement that certificates of insurance, identifying the Town as co-insured, will be submitted to the Town no less than 20 days after the signing of the contract, and that the Town will be notified within 15 days in the event of loss or change in coverage or conditions or amounts of coverage. Each policy of insurance must be issued by a financially secure insurer, duly licensed to do business in the State of New Hampshire, with an A.M. Best Company rating of A+ or better, and is reasonably acceptable to the Town.
 - a) Types of insurance will include:
 - 1) Liability insurance for bodily injury in the amount of \$1,000,000 per occurrence;
 - 2) Public liability insurance with a Comprehensive General Form to include, without limitation, Premises, Operations, Completed Operations, Product, Independent Contractors (if any), Broad Form Property Damage, Blanket Contractual Insurance, and Personal Injury.
 - 3) Errors and Omissions Insurance with a \$1,000,000 combined single limit.
 - 4) Automobile insurance written with a Comprehensive Form including coverage for owned, hired and non-owned vehicles. The limit for any one accident will be \$1,000,000.

8. Misrepresentation or Default: A clause that states that the Town may void the Contract at any time if the Contractor has materially misrepresented any offering or defaults on any contract with a New Hampshire municipality.
9. Transfer, Assignment, Sub-letting: Include a statement that there will be no assigning of any part of the Contract to anyone other than the Contractor without express written permission by the Town.
10. Include verbiage that reads: The Town may terminate the Contract at any time, by giving written notice To the Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished work product shall become the property of the Town. If the Contract is terminated by the Town, as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services covered by the Contract, less payment of compensation previously made. Termination of the Contract or the retention of funds by the Town shall not preclude the Town from bringing an action against the Contractor for damages or exercising any other legal, equitable, or contractual rights the Town may possess in the event of the Contractors failure to perform.

Include: A provision allowing correction to violations of the Contract via written notice by the Town, and a 10-day period to correct such violations. However, upon failure to correct the violations, the Town will have the right to cancel the Contract, upon notice of the Town to issue termination within 7 days of the effective date of the termination.

Include: A statement of non-collusion.

12. Liquidated Damages: A clause providing for the compensation to the Town of Three Hundred Dollars (\$300.00) per day for each day beyond the turnover date of March 1, 2016 where the Contractor fails to deliver completed work pursuant to the Scope of Services section of the Contract.
13. Work Product: A statement that all work products used or created in conjunction with the revaluation shall be the sole property of the Town, and that, in the event of Cancellation or Termination, such products will remain with the Town, including, but not limited to installed software and associated rights, all data and tables entered to date, analyses, data collection forms, notifications and correspondence generated or received over the course of the revaluation.
14. The Contract: A statement that the Contract shall consist of the Request for Proposal (RFP) and any amendments thereto and the Contractor Proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. The Town of Milford reserves the right to clarify any contractual relationship in writing, with the concurrence of the Contractor, and such written

clarification shall govern in the case of conflict with the applicable requirements stated in the RFP or Contractors proposal.

15. Signatory Page(s): A section allowing for the signing of duly authorized officials in the Contract.