



State of New Hampshire

Department of Administrative Services
Division of Plant & Property Management
Fixed & Mobile Assets

REQUEST FOR BID

Real Property Appraisal Services

Bid # RFB FMA 2014-02

Optional Site Visit: Thursday, April 17, 2014 at 10:00 AM (ET)
Bid Submission Deadline: Friday, April 25, 2014 at 2:00 PM (ET)

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Bidder Name: _____

Address: _____

Submit to: **JARED NYLUND**
Telephone: (603) 271-7644
Email: real_property_DAS@nh.gov

Request for Bid: **REAL PROPERTY APPRAISAL SERVICES
RFB FMA 2014-02**

Bid Submission Deadline: **April 25, 2014 at 2:00 PM (ET)**

_____ [print name of bidder] ("Bidder") hereby submits the written Offer included herewith to the State of New Hampshire in response to RFB FMA 2014-02 (the "RFB") to provide REAL PROPERTY APPRAISAL SERVICES as specified in the RFB at the price quoted in the Offer.

By signing this Bid Transmittal Letter on behalf of Bidder in the space indicated below, the Signor hereby certifies as follows:

1. Bidder has read and understands the entire RFB and agrees to be bound by all of its terms and provisions.
2. The Offer shall remain effective for 180 days following the Bid Submission Deadline.
3. The price quoted in the Offer was established without collusion with any other bidder or vendor.
4. Bidder is duly authorized to submit the Offer and enter into any contract that may be awarded as a result.
5. The person signing on behalf of Bidder in the space indicated below is duly authorized to sign this Bid Transmittal Letter and the Offer submitted herewith on behalf of Bidder and to bind Bidder to the full and complete performance of any contract that may be awarded as a result.
6. Bidder's Vendor Number is _____.
7. None of the Certified General Appraisers named in the Offer are now or have ever been the subject of any past or present disciplinary proceeding before the New Hampshire Real Estate Appraiser Board (or its counterpart in any other state), except as fully disclosed in writing (together with descriptions of the outcomes and any resulting settlements, sanctions, or penalties) and submitted herewith.
8. Bidder's official contact person for purposes of the Offer is: _____

Telephone: _____

Email: _____

Print Name of Bidder: _____

Signature: _____

Print Name of Signor: _____

Print Title of Signor: _____

**REQUEST FOR BID TO PROVIDE
REAL PROPERTY APPRAISAL SERVICES**

PURPOSE:

This is a Request for Bid (RFB) issued by the State of New Hampshire, Department of Administrative Services (the "Department"), Division of Plant & Property Management acting through its Fixed & Mobile Assets office to provide real property appraisal services with respect to the State-owned land, buildings, and other improvements located at 84 Iron Works Road, Concord New Hampshire (the "Property").

The Department is interested in contracting with one (1) qualified vendor that will offer such real property appraisal services to the Department as further described herein.

SPECIFICATIONS:

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this RFB. In responding to this RFB, the vendor shall address all requirements for information as outlined herein.

VENDOR RESPONSIBILITY:

The successful vendor shall be solely responsible for meeting all of the terms and conditions specified in this RFB and in any resulting contract(s).

TERMS OF SUBMISSION:

The State assumes no responsibility for understandings or representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such understanding or representations are specifically incorporated into this RFB. Verbal discussions pertaining to modifications or clarifications of this RFB shall not be considered part of this RFB unless and until confirmed in writing. Any verbal information provided by the vendor shall not be considered part of that vendor's response.

All material received in response to this RFB shall become property of State and will not be returned to the vendor. The State reserves the right to use any information presented in or with that vendor's bid response. The content of each vendor's bid shall become public information after the contracts have been awarded.

Bids must be submitted in the **BID SUBMISSION** format included in this RFB. Vendors may submit additional paperwork with pricing information, but all pricing information must be included on the **BID SUBMISSION** form specified herein.

LIABILITY:

The State shall not be held liable for any costs incurred by the vendor in the preparation of its bid or for work performed prior to the effective date of any corresponding contract.

STATE OF NEW HAMPSHIRE VENDOR APPLICATION:

Prior to the bid submission deadline the vendor shall have a completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property. These forms may be downloaded from the Bureau of Purchase and Property website at: <http://www.admin.state.nh.us/purchasing>.

DEBARMENT AFFIDAVIT

IN ACCORDANCE WITH RSA 21-I:11-c, EACH VENDOR MUST COMPLETE, SIGN UNDER OATH IN THE PRESENCE OF A NOTARY PUBLIC OR JUSTICE OF THE PEACE, AND SUBMIT WITH ITS BID THE ORIGINAL "STATE OF NEW HAMPSHIRE BID AFFIDAVIT FORM" THAT HAS BEEN PROVIDED AS AN EXHIBIT TO THIS RFB. FAILURE TO DO SO SHALL CONSTITUTE COMPLETE GROUNDS FOR REJECTION OF THE VENDOR'S BID.

NEW HAMPSHIRE SECRETARY OF STATE CERTIFICATE OF GOOD STANDING:

Any vendor that is a registered business entity (such as a corporation, limited liability company, or limited liability partnership) and not a sole proprietor or general partnership must submit upon the award of a contract a Certificate of Good Standing for the vendor issued by the New Hampshire Secretary of State. Please visit the following website for information and forms regarding business entity formation and registration with the New Hampshire Secretary of State and to learn how to obtain a Certificate of Good Standing: <http://www.sos.nh.gov/corporate>. Any entity required by this paragraph to submit a Certificate of Good Standing shall also be required to submit a duly executed Certificate of Vote authorizing the entity to enter into the service contract with the State contemplated by this RFB and authorizing a designated officer or other representative of the entity to execute the contract and related documents on the entity's behalf.

CERTIFICATES OF INSURANCE:

Any vendor awarded a contract shall be required to submit certificates of insurance evidencing the following types and amounts of insurance coverage prior to performing any services for the State:

- (1) Comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage.
- (2) Professional liability coverage in an amount not less than \$1,000,000 per occurrence and in the aggregate. If coverage is "claims made," the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract. No retention (deductible) shall be more than \$25,000.
- (3) Workers' compensation insurance and employers' liability insurance as required by law.

CONTRACT(S) TERMS AND CONDITIONS:

By signing a bid submitted in response to this RFB the vendor accepts and agrees to be bound by all of the terms and conditions set forth herein and in the sample Form P-37 Agreement General Provisions included herein.

The sample Form P-37 Agreement General Provisions included herein are part of this RFB and will be the basis for any contract(s) between the State and the successful vendor. Upon the award of any such contract the successful vendor and the State shall execute a Form P-37 Agreement incorporating the service requirements, pricing, and other terms and conditions established herein and by the vendor's bid.

The initial contract term shall run from the effective date of the contract through satisfactory completion of the work described herein, which must occur within not more than forty-five (45) days after the effective date of the contract.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Any information submitted with or as part of a proposal in response to this RFB may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFB will be made accessible to the public online via the Transparent NH web site (<http://www.nh.gov/transparentnh/>). However, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If a bidder believes that any information being submitted in response to this RFB should be kept confidential as financial or proprietary information, then the bidder must specifically identify that information in a letter to the Department to be submitted with its bid. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material that is not so identified. Identifying an entire bid, proposal, attachment, or sections thereof as confidential without adequately accounting for the public's general right of access to governmental records and meetings shall be considered arbitrary and improper and will either invalidate the designation of confidentiality or be grounds for rejection of the bid. Notwithstanding any provision of this RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether such pricing is marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained or incorporated by reference in, made part of, or submitted in connection with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited by RSA 21-I:13-a, the bidder acknowledges and agrees that the State may disclose any and all portions of the bid, proposal or related materials which are not marked as confidential. In the case of

bids, proposals or related materials that contain portions marked as confidential: the State will first assess what information it believes is subject to release; the State will then notify the bidder that the request has been made and indicate what, if any, portions of the bid, proposal or related material will not be released, and it will further notify the bidder of the date upon which the State plans to release the materials. The State shall have no obligation to comply with a bidder's designation regarding confidentiality.

By submitting a bid or proposal the bidder agrees that unless it obtains (at its sole expense) and provides to the State, prior to the release date specified in the notice described in the foregoing paragraph, a valid court order enforceable in the State of New Hampshire enjoining the release of the requested information, the State may release the requested information on the date specified in the notice without incurring any liability to the bidder or its owners, officers, employees, or agents.

TERMINATION:

The State of New Hampshire reserves the unqualified right to unilaterally terminate any contract(s) resulting from this RFB for any or no reason at any time upon written notice to the vendor(s). In the event that the State terminates for no fault of the vendor a contract for which approved funding remains available, an effort shall be made to compensate the vendor for time invested in the performance of the contract at the appropriate hourly rate(s) specified in the Offer.

VENDOR CERTIFICATIONS:

All vendors must provide the following with their bids:

- (1) STATE OF NEW HAMPSHIRE VENDOR NUMBER: The vendor shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property and received a State Vendor Number in return. The Vendor Number must be included in the vendor's bid. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/vendor.asp>.
- (2) NEW HAMPSHIRE REAL ESTATE APPRAISER BOARD CERTIFICATION: The vendor must submit with its bid a copy of the current New Hampshire Certified General Appraiser certificate issued by the New Hampshire Real Estate Appraiser Board to each appraiser who will be performing the appraisal and issuing and signing the appraisal report described in the **SCOPE OF SERVICES** section of this RFB.

INVOICING:

Invoices shall be submitted to the Department after completion of work. Payment shall be made in full within thirty (30) days after receipt of the invoice and the State's acceptance of the work as completed to the State's sole satisfaction.

BID INQUIRIES:

All questions regarding this RFB, including clarifications and proposed specification changes, shall be submitted in writing to JARED NYLUND, Real Property Asset Manager, Department of Administrative Services, Division of Plant & Property Management, Fixed & Mobile Assets, at (603) 271-7644 (call for fax number or mailing address) or by email to: real_property_DAS@nh.gov. Any such questions or requests for modification must be submitted no later than April 17, 2014 at 4:00 PM (ET). Responses will be posted as addenda to this RFB on the Bureau of Purchase and Property website by April 18, 2014 at 4:00 PM (ET).

BID DUE DATE:

All bid submissions must be received at the address indicated later in this RFB no later than the bid submission deadline specified on the cover sheet of this RFB. Submissions received after the date and time specified will be marked as "Late" and will not be considered for an award of a contract.

All offers shall remain valid for a period of one hundred eighty (180) days after the bid submission deadline. A vendor's disclosure or distribution of bids other than to the Department will be grounds for disqualification. No more than one (1) bid per vendor may be submitted.

BIDDER'S OPPORTUNITY:

Bidders are responsible for ascertaining pertinent local conditions for the assignment, such as condition of buildings, location and accessibility of the property, and general character of the site, and for gaining knowledge of conditions affecting performance. By submitting a bid the vendor acknowledges that it is familiar with the conditions and requirements of these specifications.

BIDDER'S RESPONSIBILITY:

The bidder is responsible for reviewing this RFB in its entirety prior to preparing a bid. Add your pricing information in the **OFFER** section of this RFB and prepare all other information required for your bid. Also complete the **BID TRANSMITTAL LETTER** section of this RFB and sign the bid in the space provided on that page.

All State of New Hampshire RFBs and addenda to such RFBs are advertised on the Bureau of Purchase and Property website at: <http://admin.state.nh.us/purchasing/index2.asp>. It is a prospective bidder's responsibility to access that website to determine any RFB under which it desires to participate. It is also the bidder's responsibility to access that website periodically prior to the Bid Submission Deadline for any posted addenda to this RFB. The website is update several times per day. It is the responsibility of the prospective bidder to access the website frequently to ensure that no bidding opportunity or addenda are overlooked.

It is the prospective bidder's responsibility to submit a signed copy of any addendum (if the form has a signature block) together with the bid response.

INSTRUCTIONS TO BIDDER(S):

Read the entire RFB prior to preparing your bid response. Any failure to follow the instructions below and elsewhere in this RFB shall be grounds for rejection of your bid. In the preparation of your bid response you must:

- (1) Complete the pricing information in the **OFFER** section;
- (2) Complete all other required information on the **BID TRANSMITTAL LETTER**;
- (3) Sign the **BID TRANSMITTAL LETTER** in the space provided;
- (4) Register as a New Hampshire Vendor and include the Vendor Number on the **BID TRANSMITTAL LETTER**;
- (5) Include with your bid the debarment affidavit provided with this RFB, completed and signed under oath as required by RSA 21-I:11-c;
- (6) Include with your bid a photocopy or scan of the current New Hampshire Certified General Appraiser certificate issued by the New Hampshire Real Estate Appraiser Board to each appraiser who will perform the appraisal services described in this RFB; and
- (7) Include with your bid a written description of the appraisal qualifications of each appraiser who will perform the appraisal services described in this RFB, especially including appraisal assignments involving historic farm buildings that are similar to the Property and names of the clients for whom such appraisals were completed.

IF AWARDED A CONTRACT:

The successful vendor must complete the following prior to performing any work for the State:

- (1) Complete the following sections of the attached Form Number P-37 Agreement:
 - Section 1.3 Contractor Name
 - Section 1.4 Contractor Address
 - Section 1.5 Contractor Phone Number
 - Section 1.11 Contractor Signature
 - Section 1.12 Name & Title of Contractor Signor
 - Section 1.13 Acknowledgment
 - Section 1.13.1 Signature of Notary Public or Justice of the Peace

Section 1.13.2 Name and Title of Notary Public or Justice of the Peace

- (2) Provide certificates of insurance with the minimum coverage limits required as described above on Page 4 of this RFB.
- (3) Provide a Certificate of Good Standing issued by the New Hampshire Secretary of State if the vendor is a registered business entity (such as a corporation, limited liability company, or limited liability partnership) and not a sole proprietor or general partnership.
- (4) If the vendor is a registered business entity (such as a corporation, limited liability company, or limited liability partnership) and not a sole proprietor or general partnership, then provide a duly executed Certificate of Vote properly authorizing the vendor to enter into the service contract with the State contemplated by this RFB and authorizing a designated officer or other representative of the entity to sign the contract and related documents on the entity's behalf.

BID SUBMISSION:

This RFB may have been provided to you in an electronic format. The vendor must print the necessary portions of this RFB and **submit an original hardcopy bid response by mail or in person to:**

**NH DAS Bureau of Purchase & Property
State House Annex – Room 102
Attn: JARED NYLUND, Real Property Asset Manager
25 Capitol Street
Concord, NH 03301**

Bid responses must be marked as:

Fixed & Mobile Assets RFB FMA 2014-02
Submission Deadline: April 25, 2014 at 2:00 PM
Real Property Appraisal Services

Complete bid responses must be received at or prior to the bid submission deadline specified on the cover sheet of this RFB. Any bid responses, or portions thereof, received after the bid submission deadline shall be rejected as late submissions. Any incomplete bid responses and any bid responses that are not submitted in hardcopy form bearing original signatures will be rejected as nonconforming submissions.

OPTIONAL: In addition to the required hardcopy bid response, all bidders are strongly encouraged to submit scanned electronic copies of their complete bid responses in "PDF" file format by email to: real_property_DAS@nh.gov.

AWARD:

The award will be made to the bidder meeting all of the qualification criteria established in this RFB that submits a conforming bid response and provides the lowest proposed total cost for the real property appraisal services sought. The State reserves the right to reject any or all bids or any parts thereof. Any resulting contract shall become effective on the date approved by the Governor and Executive Council of the State of New Hampshire if applicable. Otherwise, the effective date of any resulting contract shall be the date upon which said contract is signed by the last party to do so.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results will not be disclosed by telephone. Specific bid response information will not be disclosed. Bid results will be made available to the public only after final approval of the contract(s) and shall be provided by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SCOPE OF SERVICES:

The purpose of this bid is to provide all labor, mileage, parking, tolls, transportation, lodging, meals, materials, equipment, tools and report preparation as necessary to provide the required level of services as described herein. The scope of work shall include **REAL PROPERTY APPRAISAL SERVICES** at 84 Iron Works Road, Concord, New Hampshire. The REAL PROPERTY APPRAISAL SERVICES sought shall be completed within a reasonable time

frame as mutually agreed upon by the State and the vendor not to exceed forty-five (45) days after the effective date of the contract.

By submitting a bid the vendor acknowledges and agrees that it is familiar with, or has had ample opportunity to become familiar with, the conditions and requirements of this RFB, the bid response requirements and work specifications contained herein, the minimum applicable vendor qualifications, and pertinent local conditions for the assignment, such as condition of buildings, location and accessibility of the property, and general character of the site.

All services performed under the contract(s) awarded hereunder which require full access to the buildings on the Property shall be performed only during regular business hours by advance arrangement with the State. No premium charges will be paid for any off-hour work. The vendor agrees that any damage or injury to buildings, materials, equipment or to other State property caused by the vendor or its employees, officers, principals, or agents while performing services on site at the Property will be fully repaired at the vendor's sole expense.

To aid the bidders in formulating their offers, an optional site visit will be held at the Property on Thursday, April 17, 2014 at 10:00 AM. Bidders should allow at least 60 minutes for a full walk-through of the premises.

Neither the vendor nor its personnel shall represent themselves as employees or agents of the State. While on State property the vendor's personnel shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All vendor personnel shall observe all agency regulations or special restrictions in effect while on site at the Property. Vendor personnel shall be allowed only in areas where work is being performed. The use of State telephones by vendor personnel is prohibited.

SCOPE OF WORK: Real Property Appraisal of land and improvements at 84 Iron Works Road, Concord

PROPERTY: Land, buildings, and other improvements located at 84 Iron Works Road, Concord, New Hampshire (Tax Map 93, Block 1, Lot 2, as recently subdivided; the subject property is the subdivided parcel shown on the draft subdivision plat provided herewith which retains most of the frontage along Iron Works Road and includes the buildings), primarily consisting of approximately 2.90 acres of land, a 9,308 square foot (more or less) 2-story wood frame building, and a 5,049 square foot (more or less) attached 2-story timber frame barn. The property has sufficient historical significance that the Department, in cooperation with the New Hampshire Division of Historical Resources, may retain for the State a historical preservation easement partially restricting renovations to the buildings on the property. Additional property information is included in the exhibits attached to this RFB. The State has no present plans to further improve or redevelop the property.

APPRAISAL: The bid price shall include all research and inspection services required to perform a highest and best use analysis and a current market value appraisal, a draft appraisal report to be provided to the State for review and preliminary approval, a verbal discussion with the State of preliminary conclusions of current market value and the key underlying assumptions made in arriving at those conclusions, and a final written Summary Appraisal Report prepared in accordance with the current version of the Uniform Standards of Professional Appraisal Practice (USPAP). For all purposes relating to the appraisal and this RFB the term "market value" shall have the meaning defined in the current version of USPAP. The purpose of this appraisal is to aid the State in determining an asking price for a potential sale of the Property.

QUALIFICATIONS:

The successful vendor must be a Certified General Appraiser with a current certification issued by the New Hampshire Real Estate Appraiser Board (the "Appraiser Board") or a business entity offering the services of one or more employees, principals, or agents that are Certified General Appraisers bearing such certifications. **Each bidder must disclose any past or present disciplinary proceedings before the Appraiser Board or its counterpart in any other state involving the bidder or any appraiser named on the bidder's Offer. If no such proceedings have ever been brought against the bidder or any such appraiser, then the bidder must include a signed statement to that effect with its bid.** The State reserves the right to reject any bid submitted by or on behalf of an appraiser who has been the subject of any such proceeding.

The successful bidder will be an appraiser, or a business entity offering the services of one or more appraisers, who can demonstrate at least five (5) years of professional experience appraising complex non-residential properties consisting of land and agricultural, converted residential, and/or institutional buildings, especially including appraisal

assignments involving properties encumbered by historical preservation easements and/or historically significant agricultural buildings that are similar to those on the Property.

SUB-CONTRACTORS:

The vendor may not use any sub-contractors in the performance of the services sought by this RFB.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The vendor shall do all of the work and furnish all of the materials necessary to perform in the manner and within the time specified in this RFB. Vendor shall complete all work to the satisfaction of the State and in accordance with the specifications herein described. All of the work to be done and work products to be furnished pursuant to the contract contemplated by this RFB shall be done and furnished strictly pursuant to, and in conformity with, the specifications described herein and with any directions given from time to time by the State representative during the progress of the work. The vendor shall take full responsibility for the work requested in this RFB and for preventing injuries to persons and damage to property and utilities on or about the Property or other work sites. The vendor shall in no way be relieved of its responsibilities as set forth in this RFB by any right of the State to give permission or issue orders relating to any part of the work requested herein, or by any such actual permission given or orders issued by the State, or by any failure of the State to give such permission or issue such orders. The vendor shall bear all losses resulting from the amount or character of the work, or from how the nature of the area in which the work is to be done differs from what was estimated or anticipated, or from the weather, the elements, or other natural causes.

The vendor agrees that any damage or injury to buildings, materials, equipment, or other property caused by the vendor or by vendor personnel during the performance of the services requested by this RFB will be repaired at the vendor's sole expense.

[OFFER SHEET ON NEXT PAGE]

OFFER:

The undersigned hereby offers on behalf of the Bidder named below to perform the requested real property appraisal services to the State of New Hampshire as described in this RFB at the total price quoted below and in complete accordance with the general and detailed specifications included in and with this RFB.

TOTAL BID PRICE FOR THE APPRAISAL: \$ _____

CERTIFIED GENERAL APPRAISER(S) TO PERFORM SERVICES:

Name: _____ NH License/Certificate No. _____

Hourly appraisal rate: \$ _____ Hourly court or expert witness rate: \$ _____

Name: _____ NH License/Certificate No. _____

Hourly appraisal rate: \$ _____ Hourly court or expert witness rate: \$ _____

Name: _____ NH License/Certificate No. _____

Hourly appraisal rate: \$ _____ Hourly court or expert witness rate: \$ _____

BIDDER:

_____ (print name of bidder entity)

Signature

Date

Print name and title of duly authorized person signing above: _____

EXHIBIT LIST

DEBARMENT AFFIDAVIT

SAMPLE FORM P-37 AGREEMENT (SUCCESSFUL VENDOR WILL BE REQUIRED TO COMPLETE AND RETURN)

AERIAL VIEW OF PROPERTY (SHOWING PRE-SUBDIVISION TAX PARCEL BOUNDARIES)

AERIAL "BIRD'S EYE" VIEW OF BUILDINGS

ASSESSOR CARD (PRE-SUBDIVISION)

ADDITIONAL PROPERTY INFORMATION SHEET

SUBDIVISION PLAT – 84 IRON WORKS ROAD

STATE OF NEW HAMPSHIRE BID AFFIDAVIT FORM – SUBMIT ORIGINAL WITH BID
RFB FMA 2014-02

Date: _____

Company Name: _____

Address: _____

In accordance with RSA 21-I:11-c, the undersigned bidder certifies that neither the bidder nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- (1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- (8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

The Bidder has read and fully understands this form.

Authorized Signor's Name Printed _____

Authorized Signor's Signature _____

Authorized Signor's Title _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ STATE: _____ ZIP: _____

On the ____ day of _____, 2013, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

Subject: REAL PROPERTY APPRAISAL SERVICES

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 113A Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number See EXHIBIT B	1.7 Completion Date 30 days after Effective Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Jared Nylund		1.10 State Agency Telephone Number (603) 271-7644	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached Scope of Services which is incorporated herein by reference and attached as Exhibit A (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK: Real Property Appraisal of the land and buildings at 84 Iron Works Road, Concord, NH

PROPERTY: Land, buildings, and other improvements located at 84 Iron Works Road, Concord, New Hampshire (Tax Map 93, Block 1, Lot 2, as recently subdivided; the subject property is the subdivided parcel shown on the provided draft subdivision plat which retains most of the frontage along Iron Works Road and includes the buildings), primarily consisting of approximately 2.90 acres of land, a 9,308 square foot (more or less) 2-story wood frame building, and a 5,049 square foot (more or less) attached 2-story timber frame barn. The property has sufficient historical significance that the Department, in cooperation with the New Hampshire Division of Historical Resources, may retain for the State a historical preservation easement partially restricting renovations to the buildings on the property.

APPRAISAL SERVICES: Appraisal services shall include all research and inspection services required to perform a highest and best use analysis and a current market value appraisal, a draft appraisal report to be provided to the State for review and preliminary approval, a verbal discussion with the State of preliminary conclusions of current market value and the key underlying assumptions made in arriving at those conclusions, and a final written Self Contained Appraisal Report prepared in accordance with the current version of the Uniform Standards of Professional Appraisal Practice (USPAP). For all purposes relating to the appraisal and this agreement the term "market value" shall have the meaning defined in the current version of USPAP. The purpose of this appraisal is to aid the State in determining an asking price for a potential sale of the Property.

1. The Contractor agrees to provide appraisal services to the State of New Hampshire, Department of Administrative Services in accordance with Request for Bid # RFB FMA 2014-02 (the "RFB") and as described herein. Conforming copies of the RFB (without exhibits) and the Contractor's bid (the "Bid") are attached hereto as Exhibit D and incorporated into this agreement by reference. The Contractor hereby agrees to abide by the provisions, terms, and conditions set forth in the RFB and the Bid as additional provisions of this agreement; provided, however, that in the event of any conflict between the provisions of this agreement and the provisions of the RFB, this agreement shall control.
2. The State of New Hampshire shall have the right to terminate the contract at any time by providing written notice to the Contractor.
3. The Contractor hereby certifies that each appraiser performing services under this agreement is a Certified General Appraiser with a current certification issued by the New Hampshire Real Estate Appraiser Board (the "Appraiser Board"), and that each such appraiser is in good standing with said Appraiser Board and not presently involved in any disciplinary proceedings before it or its counterpart in any other state.
4. The Contractor agrees to provide the final appraisal report in both hardcopy and electronic PDF formats.
5. The Contractor shall make advance arrangements through the State Contracting Officer for access to the Property. Access to the building interiors on the Property shall be by advance arrangement only.

EXHIBIT B
PRICING AND PAYMENT TERMS

1. The total contract price for the appraisal services to be performed pursuant to this agreement is _____ (\$ _____), which amount includes, without limitation, any and all expenses, travel time, equipment, and materials. The account from which the State will pay the contract price is: Account Number **05-95-95-953010-56850000-103-502664, 95304019**.
2. An invoice shall be submitted to the Department after completion of work. Payment shall be made in full within thirty (30) days after receipt of the invoice and the State's acceptance of the work as completed to the State's sole satisfaction.
3. The invoice shall be submitted to the following address:

JARED NYLUND, Real Property Asset Manager
NH DAS Fixed & Mobile Assets
State House Annex – Room 113A
25 Capitol Street
Concord, NH 03301

SAMPLE

EXHIBIT C
SPECIAL PROVISIONS

1. In the event that this Agreement is not subject to approval by the Governor and Executive Council of the State of New Hampshire, the definition of "Effective Date" set forth in Section 3.1 shall be the date upon which this Agreement is duly and properly signed by the last party to do so.

2. Replace Section 14.1.1 in its entirety with the following:

"14.1.1 comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage; and"

3. Replace the period (".") at the end of Section 14.1.2 with a semicolon (";") followed by the word "and".

4. Add a new Section 14.1.3 as follows:

"14.1.3 professional liability coverage in an amount not less than \$1,000,000 per occurrence and in the aggregate. If coverage is "claims made," the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract. No retention (deductible) shall be more than \$25,000."

EXHIBIT D
REQUEST FOR BID # RFB FMA 2014-02
AND
CONTRACTOR'S BID

1. Request for Bid # RFB FMA 2014-02 and the Contractor's Bid are attached hereto and incorporated by reference into this agreement.

SAMPLE



**Russell Farm
84 Iron Works Road
Concord, New Hampshire**

Aerial View (showing pre-subdivision tax parcel boundaries)



**Russell Farm
84 Iron Works Road
Concord, New Hampshire**

“Bird’s Eye View” Photo of Buildings

MBLU : 93/ 1/ 2/ /
Location: 84 IRON WORKS RD
Owner Name: STATE/NH
Account Number:

No Image

Parcel Value

Item	Appraised Value	Assessed Value
Buildings	360,500	360,500
Xtra Bldg Features	4,400	4,400
Outbuildings	96,900	96,900
Land	330,400	330,400
Total:	792,200	792,200

Owner of Record

STATE/NH
 C/O SECRETARY OF STATE
 107 N MAIN ST
 CONCORD, NH 03301

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
STATE/NH	0808/0441	6/26/1957	0
STATE/NH	0574/0414	3/28/1940	0

Land Use

Land Use Code	Land Use Description
9011	STATE-NH MDL-96

Land Line Valuation

Size	Zone	Neighborhood	Appraised Value	Assessed Value
13.15 AC	RO	0403	330,400	330,400

Construction Detail

Building # 1		
STYLE Light Indust	MODEL Industrial	Grade Average +20
Stories: 1.5	Occupancy 1	Exterior Wall 1 Clapboard
Roof Structure Gable/Hip	Roof Cover Asph/F GlS/Cmp	Interior Wall 1 Plastered
Interior Wall 2 Plywood Panel	Interior Floor 1 Hardwood	Interior Floor 2 Inlaid Sht Gds
Heating Fuel Oil	Heating Type Hot Water	AC Type None
Bldg Use STATE-NH MDL-96	Total Bedrms 00	Total Baths 2
1st Floor Use: 9011	Heat/AC HEAT/AC PKGS	Frame Type WOOD FRAME
Baths/Plumbing AVERAGE	Ceiling/Wall SUS-CEIL & WL	Rooms/Prtns AVERAGE
Wall Height 8	% Comn Wall 0	

Building Valuation

Living Area: 9,308 square feet	Replacement Cost: 600,790	Year Built: 1880
Building Value: 360,500		

Print Summary

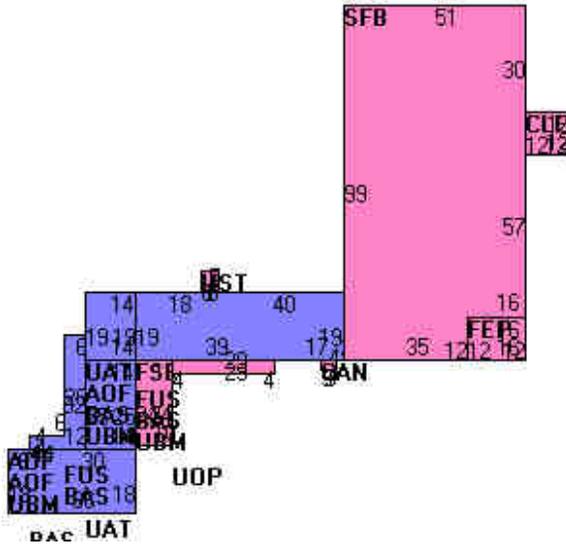
Extra Features

Code	Description	Units	Appraised Value
FPL3	FIREPL 2 STORY	2 UNITS	4400

Outbuildings

Code	Description	Units	Appraised Value
BRN5	BARN-2 STORY	5049 S.F.	96900

Building Sketch



Subarea Summary

Code	Description	Gross Area	Living Area
AOF	Office	1646	1646
BAS	First Floor	1950	1950
CAN	Canopy	12	0
CLP	Loading Platform, Finished	144	0
FEP	Porch, Enclosed, Finished	192	0
FSP	Porch, Screen	240	0
FUS	Upper Story, Finished	1584	1584
SFB	Base, Semi-Finished	4857	4128
UAT	Attic, Unfinished	616	0
UBM	Basement, Unfinished	2366	0
UOP	Porch, Open, Unfinished	116	0
UST	Utility, Storage, Unfinished	30	0

ADDITIONAL PROPERTY INFORMATION

84 Iron Works Road, Concord, New Hampshire

- Tax Map 93, Block 1, Lot 2 (as recently subdivided; the subject property is the subdivided parcel shown on the draft subdivision plat provided herewith which retains most of the frontage along Iron Works Road and includes the buildings)
- Source Deed to State: Merrimack County Registry of Deeds Book 574, Page 414 (the subject parcel is only a small portion of the original parcel conveyed to the State by this deed)
- Subdivision Plat creating subject parcel to be recorded in the Merrimack County Registry of Deeds (City of Concord Planning Board granted conditional subdivision approval on February 19, 2014)
- Zoning District: Open Space Residential (RO)
- Land, farmhouse, and barn (but not the office space “connector” portion of the building between the house and barn) were acquired from George Carroll Cilley in 1940
- “Connector” portion of the building between the house and barn was constructed circa 1945, shortly after the property was acquired by the State
- Located close to Exit 2 on Interstate 89 via Clinton Street

