

**Request for Proposals
2P12-039**

The City of Bristol, Connecticut is accepting Proposals for the following:

**Professional Services
Appraisal of Commercially Zoned Property
Depot Square**

All submissions must be made in accordance with the specifications supplied by

The City of Bristol
Purchasing Office
111 North Main Street
Bristol, CT 06010



Submissions will be received until **1:00 pm, January 5, 2012.**

Roger D. Rousseau
Purchasing Agent
Tel (860) 584-6195
Fax (860) 584-6171
<http://www.bristolct.gov/bids>

City of Bristol, Connecticut
Request for Proposals 2P12-039
Professional Services - Appraisal of Commercially Zoned Property

The City of Bristol is seeking to engage a firm for the appraisal of commercially zoned property located on North Main Street ("Depot Square").

Proposal submission documents are available from
the City of Bristol Purchasing Department
111 North Main Street, Second Floor
Bristol, CT 06010

between the hours of 8:30 am and 5:00 pm Monday through Friday, or by downloading from the website noted below.

Proposal submissions will be accepted by the Purchasing Department until Thursday, January 5, 2012 at 1:00 pm; submissions received after this date and time will not be considered. The City reserves the right to waive any informalities in any submission, to reject any and/or all submissions, and to accept the proposal(s) that in its judgment is in its best interest. Each submission shall contain one printed original and one copy via digital media, and shall be in a sealed envelope or package clearly identified as "RFP 2P12-039 Appraisal of Commercially Zoned Property" delivered to the address noted above.

Roger D. Rousseau
Purchasing Agent
Tel (860) 584-6195
Fax (860) 584-6171
<http://www.bristolct.gov/bids>

r/a December 9, 2011

INDEX

| | |
|--|---|
| I. Project Specifications | |
| 1. Introduction | 1 |
| 2. Scope of Services | 1 |
| II. Submission Requirements | |
| 1. Submission Due Date | 2 |
| 2. Directions for Written Submission | 3 |
| 3. Vendor Information | 3 |
| 4. Addenda | 4 |
| 5. Evaluation Criteria | 4 |
| III. Contract Considerations | |
| 1. Equal Opportunity – Affirmative Action | 5 |
| 2. Indemnification | 5 |
| 3. Insurance | 5 |
| 4. Invoicing and Payment | 6 |
| 5. Award Considerations | 6 |
| IV. Forms and Attachments | |
| 1. Submission Form | |
| 2. Acknowledgement Form | |
| 3. Proposal Check List | |
| 4. Non-Collusion Affidavit | |
| 7. Attachment A Section 3, Preferred Developer Agreement | |
| 8. Attachment B Depot Square Program & Phasing Plan | |



REQUEST FOR PROPOSALS CITY OF BRISTOL, CONNECTICUT

2P12-039

Commercial Appraisal Services

I. PROJECT SPECIFICATIONS

1. INTRODUCTION

The City of Bristol is seeking to engage a firm for the appraisal of commercially zoned property located on North Main Street. The vacant land parcel is approximately 17 acres in the downtown area; the City intends to sell the property to a previously selected developer. It is expected that the land will be sold to the developer in phases as construction is prepared to commence.

2. SCOPE OF SERVICES

The scope of work involves the appraisal of property in accordance with Article 3, section 3.01 (b) of the Preferred Developer Agreement between the City of Bristol, Bristol Downtown Development Corporation and Renaissance at Bristol, LLC (Attachment A).

The 17-acre parcel is divided into five phases of work, outlined in the Depot Square Program & Phasing Plan (Attachment B). Building construction on phases 1 and 2 are identified as follows:

Phase 1:

Building L: wood frame, 65,000 gross area square feet
Building N: wood frame, 114,000 gross area square feet

Phase 2:

Building K: steel, 79,000 gross area square feet
Building M: stick frame, 7,500 gross area square feet
Building U: steel, 26,000 gross area square feet
Building V: stick frame, 38,000 gross area square feet
Building Y: stick frame, 45,000 gross area square feet

It is expected that the value for Phase 2 acreage will be based on completion of construction in adjacent phase 1 (i.e. multi-tiered valuation of land at commercially developed value). Further building and land data will be provided to the selected appraiser upon notice of award.

Proposals submitted shall include fee schedule and estimated schedule for completion of report. Please note that the City anticipates receipt of two printed copies and one digital copy of the report.

It is the intent of this Request for Proposals to provide complete, detailed, timely, professional inspection services for the compliance evaluation. Incidental items necessary to complete this work shall be considered included in the respondent's proposal whether such items are specifically listed in this document, or elsewhere herein, or not. The selected firm and the City shall, if necessary, execute a final, mutually agreed Scope of Services Agreement prior to Notice to Proceed. Fees for substantial additional work items not listed in the final Scope of Services shall be negotiated.

II. SUBMISSION REQUIREMENTS

1. SUBMISSION DUE DATE

Proposals will be accepted at the City of Bristol Purchasing Office, 111 North Main Street, Bristol, Connecticut, 06010 until **1:00 pm, January 5, 2012**. Proposals received after that time will not be considered. Proposals may be withdrawn 120 days after opening if no award has been made.

The City may invite a short list of responding firms for an interview based upon its review of the written submissions.

Unless otherwise indicated, proposals that are submitted are assumed to be valid for one hundred twenty (120) days from the date that proposals are due.

2. DIRECTIONS FOR WRITTEN SUBMISSION

Interested firms are required to submit **one original and one (1) copy as well as one copy via compact disk or USB drive (PDF or similar readable format)** of the proposal to Roger Rousseau, Purchasing Agent, no later than the date and time noted above. Submittals shall consist of the following:

- a. A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and any cost projection included will remain in effect for 120 days after the due date.
- b. A concise and complete description of the work to be performed, including:
 1. An explanation of your firm's understanding of the project, its approach to the work, the key issues to resolve and the level of detail that can be accomplished within the available time.
 2. A detailed work program and time schedule for each phase of the project, including milestones for periodic review of the work with the advisory committee(s).
 3. A list of personnel who will be assigned to the project, including resumes for professionals expected to provide at least 20% of the person hours on the project. Support staff contracted by your firm for this project should additionally be included for review and consideration.
 4. A description of similar projects in which your firm has been involved, including references.
 5. A summary of your firm as outlined in Section II.3 of this document.
- c. A fee schedule for the services, and/or method for fee schedule development for services provided. Please note that evaluation and subsequent award of a resultant contract is primarily based on qualifications and not based on fee schedule; however, the cost for your firm's services is one of the criteria outlined in this document. If your firm is selected for an interview, and as a result of the interview certain clarifications and adjustments need to be made to the fee schedule submitted, your firm will be allowed to adjust the fee schedule submitted, if so directed by the City.

Submittals shall be delivered to the City of Bristol Purchasing Department, 111 North Main Street, Bristol CT 06010, clearly marked as "2P12-039 Commercial Appraisal Services".

3. VENDOR INFORMATION

A. Vendor Overview

Please provide the following:

- The name and location of your company, including the office location that will be serving the City.
- A brief general description of your business.
- The number of years your company has been in business.
- Is your company a subsidiary of another corporation? If so, what is the name of the parent company?
- The number of personnel employed by your company (please include the number of staff dedicated to provide requested services).
- The primary line of business of your firm.

B. Client Base

Provide specific reference information for three clients you have served, relevant to the work proposed, to include:

- Client name and location
- Starting date of service
- Contact name, title and telephone number

The references must be relevant to service in the last forty-eight (48) months, and shall include specific details on how the project represents a project of similar scope. Information on your firm's specific role must be included.

4. ADDENDA

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website:

<http://www.bristolct.gov/bids>

This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Bristol does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

Questions regarding this document should be referred to Roger D. Rousseau at (860) 584-6195 or at <rogerrousseau@ci.bristol.ct.us>.

A summary of all questions and answers will be made available to each firm if they might influence the award of the contract.

5. EVALUATION CRITERIA

Selection of firm(s) will be the responsibility of a committee consisting of City designated representatives. The evaluation will be based upon the written submittals and selected presentations and interviews. The factors which will be evaluated include the following:

- a. The specialized experience of the individual(s) or firm(s) and its (their) assigned personnel on similar projects, with specific attention to projects similar in scope to this project.
- b. The firm's understanding of and technical approach to the project.

- c. The content of the firm and its consultants, support staff, etc. and their ability to work effectively together and with the City staff.
- d. The firm's schedule, including milestones in the process.
- e. The firm's ability to perform the work in a timely manner.
- f. Clarity, organization, and effective presentation of submittal.
- g. Review of references listed.
- h. Proposed fee schedule or fee schedule methodology. Please note that evaluation and subsequent award of a resultant contract is primarily based on qualifications and not based on fee schedule; however, the cost for your firm's services is a factor in the evaluation process. If your firm is selected for an interview, and as a result of the interview certain clarifications and adjustments need to be made to the fee schedule submitted, your firm will be allowed to adjust the fee schedule submitted, if so directed by the City

Final recommendations regarding award of contract(s) for services will be made after the City and firm(s) have negotiated reasonable fee schedule(s) for services to be provided, and have concurrence on the methods to be used for payment for services rendered.

III. CONTRACT CONSIDERATIONS

1. EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

2. INDEMNIFICATION

The awarded firm agrees to indemnify, defend, and save harmless, the City of Bristol, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the City of Bristol, or its officers, agents or employees.

The City, as a sovereign government, cannot indemnify businesses or individuals.

3. INSURANCE

Prior to the execution of any contract, the City of Bristol requires that any awarded contractor providing materials, equipment or services to the City, must provide to the City a certificate of insurance (Acord or other approved format) naming the City of Bristol as additional insured, for the following:

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.

- Professional Liability, in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.
- Worker's Compensation as defined in the Connecticut General Statutes.

Any subcontractor to a contracted firm shall be likewise covered, and shall furnish certificates of coverage acceptable to the City before starting work.

The awarded firm shall maintain professional liability insurance until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to this project, the awarded firm shall maintain coverage for a reasonable period after the date of substantial completion of the project as agreed to by the City and the awarded firm.

4. INVOICING AND PAYMENT

Invoices shall be paid promptly by the City unless any items thereon are questioned, in which case payment will be withheld pending verification of amount claimed and the validity of the claim. Standard payment terms are Net 30 Days from receipt of properly executed invoice(s). If your firm submits a proposal that includes payment schedules based on the completion of designated phases, those stages must be clearly outlined in your proposal. The City cannot make payments for "execution of contract" (payments due upon contract signing).

5. AWARD CONSIDERATIONS

The City may reject any or all proposals or submittals for such reason as it may deem proper. In acceptance of proposals or submittals, the City will be guided by consideration of the interests of the City. The City also reserves the right to negotiate further with one or more of the firms as to any features of their proposals or submittals and to accept modifications of the work and price when such action will be in the best interests of the City.

The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Bristol is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interests of the City of Bristol.

Unless otherwise noted within a proposal, proposals received in response to this document, including proposed fee schedules, are assumed to be valid and binding for one hundred and twenty (120) days from receipt of the proposal. If award is not made within such time, the proposal can be deemed to be either no longer valid, or can be extended with mutual consent of the City and the firm submitting the proposal.

Documents/reports/data become property of the City of Bristol.

Please note that if an individual is selected (not a firm), said individual is required to complete a form PUR-010 confirming that services rendered are as an independent contractor.

**REQUEST FOR PROPOSALS
CITY OF BRISTOL, CONNECTICUT 06010**



**Commercial Appraisal Services
2P12-039**

Due Date: 1:00 pm, January 5, 2012

City of Bristol, Connecticut
Purchasing Office
111 North Main Street
Bristol, Connecticut 06010

In accordance with the City's requirements, the undersigned agrees to provide services as defined herein.

The undersigned is familiar with the conditions surrounding this Request for Proposals, is aware that the City reserves the right to reject any and all proposals, and is making submission without collusion with any other person, individual or corporate.

Witness

Signature

Company Name

Printed Name

Address

Title

Town

State Zip

Date

Federal ID #

Telephone Number

Email address

Fax Number

RETURN THIS FORM IMMEDIATELY!

Acknowledgment: Receipt of RFP Documents

**Request For Proposals 2P12-039
Commercial Appraisal Services**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit proposals.

Date issued: December 9, 2011

Date documents received: ____/____/____

Do you plan to submit a response? Yes____ No____

Print or type the following information:

Company name: _____

Address: _____

City or Town: _____

Phone: _____

Fax: _____

Email: _____

Received by: _____

**Note: Faxed acknowledgments are requested!
FAX (860)584-6171
A cover sheet is NOT necessary.
IMPORTANT: DO NOT FAX PROPOSALS.
PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGES**



CITY OF BRISTOL, CONNECTICUT NON-COLLUSION CERTIFICATION

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

Please complete and sign

Legal Name of Bidder: _____

Business Address: _____

Name of Authorized Agent _____ Title: _____

Phone: _____ Fax: _____

Signature: _____ Date: _____

Article 3. SALE OF THE PROPERTY.

3.01 Sale of the Property to Developer.

Once the Conditions to Closing, as defined below, have been satisfied, the City shall sell the Property, or a portion of the Property, to Developer. Upon the sale of the Property, or a portion thereof, to Developer, the following provisions shall apply:

(a) Purchase Price.

Subject to all terms of this Agreement, the City will sell the Property (or a portion of the Property acceptable to the City) to Developer, and Developer will purchase the Property (or such portion of the Property) from the City, for the Purchase Price (as defined below). The City shall have no obligation to convey all or any portion of the Property to Developer if there exists any breach of this Agreement by Developer.

(b) Appraisal Process.

(i) Selection of Appraisers. Within thirty (30) days after Final Concept Plan approval, Developer and the City shall select an independent appraiser to determine the Fair Market Value of the Property (or the applicable portion(s) thereof). If the City and Developer fail to agree upon a single appraiser they shall each select an appraiser and notify each other of their selection within forty five (45) days of Final Concept Plan approval. Within thirty (30) days thereafter, the Party selected appraisers shall select a third appraiser. All appraisers under this section must have MAI designation and demonstrable experience in appraising mixed-use developments of similar scale and shall agree to cooperate with each other throughout the appraisal process.

(ii) Fair Market Value Determination. The appraiser(s) shall cooperate with each other throughout the appraisal process, which shall commence not more than thirty (30) days from the date of all Approvals. Appraisers shall rely upon and utilize the following to determine Fair Market Value, as defined below, of the Property:

(x) The Fair Market Value shall be the residual land value of the Property taking full account of all Project Costs, in accordance with the Uniform Standards of Professional Appraisal Practice (the “**Fair Market Value**”)

(y) Project hard costs shall be estimated by a third party independent construction cost estimating firm agreed upon by both Developer and the City Parties and Project soft costs shall be reasonable and commensurate with project soft costs for a mixed-use development of this scale.

(z) The appraiser(s) shall (a) utilize a rate of return on Project Costs that is commensurate with the development risks associated with the Project and that a developer and institutional financing partner(s) would require to execute the Project and (b) shall assume that such rate of return should increase to reflect the time value of Project Costs and market absorption to the extent realization of the appropriate return is delayed by circumstances not the result of Developer’s fault or neglect.

Depot Square Program & Phasing Plan

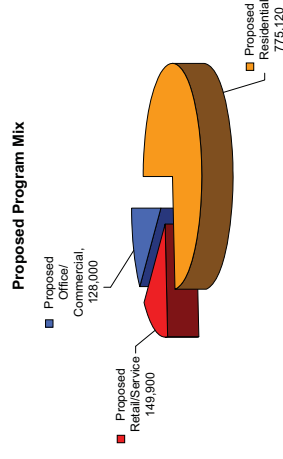
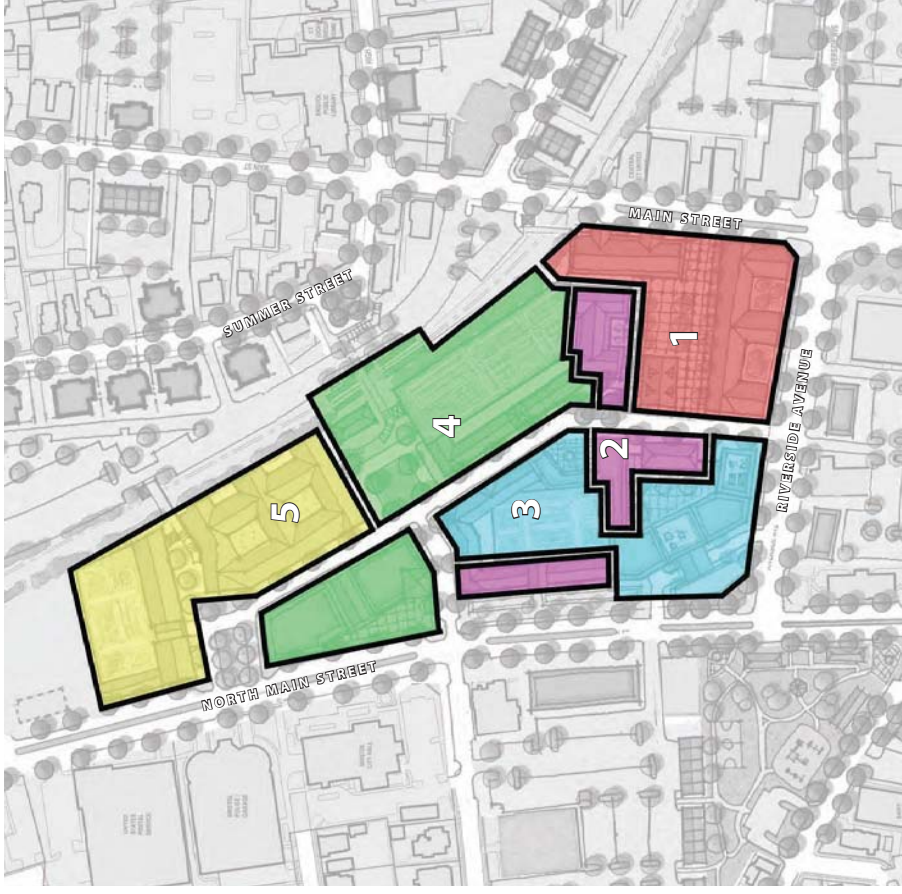
| Proposed Residential | |
|--|-------------------|
| Rental Apartments | Unit Count 633 |
| Ownership Opportunities -Condominiums -Townhomes | 369 0 |
| Total | 1,002 |

| Proposed Retail/Service | |
|--------------------------------------|----------------|
| Adaptive Reuse Sqft Retail Remaining | SQ FT - |
| Existing Sqft Retail Remaining | 2,100 |
| New Sqft Retail | 147,800 |
| Total | 149,900 |

| Proposed Office/Commercial | |
|--|----------------|
| Adaptive Reuse Sqft Commercial Remaining | SQ FT - |
| Existing Sqft Commercial Remaining | - |
| New Sqft Commercial | 128,000 |
| Total | 128,000 |

| Hotel | |
|--------------|------------|
| Keys | 125 |
| Total | 125 |

| Proposed Parking | |
|---------------------------------|--------------|
| On Street Spaces | 104 |
| Off Street Spaces Structured | 160 1,542 |
| Total Proposed | 1,806 |



| Neighborhood | Apartments | Condominiums | Retail/Service SQ FT | Office/Commercial SQ FT | Hotel Keys |
|---------------|------------|--------------|----------------------|-------------------------|------------|
| 1 | 134 | | 58,150 | | |
| 2 | 110 | | 20,500 | 4,500 | |
| 3 | 66 | 169 | 20,900 | 108,750 | 125 |
| 4 | 59 | | 30,150 | | |
| 5 | 244 | 143 | 14,300 | | |
| Totals | 633 | 369 | 144,000 | 128,000 | 125 |