

CITY OF DERBY

REQUEST FOR PROPOSALS

PROFESSIONAL APPRAISAL SERVICES

DUE DATE: SEPTEMBER 19, 2022 – 10:00 A.M.
DERBY CITY HALL
1 ELIZABETH STREET DERBY, CT 06418

SUBMITTED BY:

Firm:_____

Address:_____

Telephone Number:_____

Email Address:_____

Contact Person:_____

Title:_____

LEGAL NOTICE

CITY OF DERBY REQUEST FOR PROPOSALS

PROFESSIONAL APPRAISAL SERVICES

The City of Derby is requesting proposals from qualified vendors to perform valuation services of assets of the City of Derby's Wastewater Treatment Plant and Collection System. It is the intent of the City to award all items of services described in the specifications to a single vendor.

Sealed proposals will be received by the Mayor's Office, Derby City Hall, 1 Elizabeth Street, Derby, CT 06418 until 10:00 a.m. on September 19, 2022.

The Request for Proposal package may be obtained by contacting Walter Mayhew at wmayhew@derbyct.gov. Any firm desiring to furnish a proposal for such services shall submit a sealed proposal according to the instructions and format as set forth in the RFP package. The City of Derby reserves the right to accept or reject any and all bids and to waive any informality or defect therein if it shall deem it in the best interest of the City of Derby to do so.

The City of Derby Is an Affirmative Action/Equal Opportunity Employer

City of Derby
Mayor's Office

**CITY OF DERBY
REQUEST FOR PROPOSALS**

PROFESSIONAL APPRAISAL SERVICES

CONTENTS OF PACKAGE:

The RFP Package contains the following:

- Instruction Legal Notice/Request for Proposals
- Instructions to Proposers
- General Specifications
- Proposal Form - **Attachment 1**
- Statement of Qualifications – **Attachment 2**
- Insurance Requirements - **Attachment 3**
- Non-Collusion Affidavit — **Attachment 4**

INSTRUCTION TO PROPOSERS

GENERAL INFORMATION

The City of Derby Water Pollution Control Authority (WPCA) has previously issued a Request for Qualifications to explore the sale of its wastewater assets to a private regulated utility and to generate a list of the most qualified utility companies (the “Sale RFQ”). The Sale RFQ was not intended to commit WPCA to a wastewater asset sale. The Sale RFQ was to solicit firms interested in a full ownership model, including but not limited to operations of the wastewater treatment plant and wastewater systems. In response to the Sale RFQ, the WPCA did receive solicitations from private regulated utilities interest in purchasing the WPCA’s wastewater assets. To help evaluate these responses and to assist in the potential sale of the WPCA’s wastewater assets, the WPCA now issues this Request for Proposals (“RFP”) to solicit proposals from appraisers and/or appraisal firms that have experience in valuing wastewater treatment facilities and systems. If procured, responder(s) to this RFP would be expected to work collaboratively with the City of Derby and its other retained professionals. The Company must have demonstrated experience in providing such services and an understanding of the standards and requirements typical to perform the work. The Company must hold and maintain appropriate certification deemed necessary by local, State and Federal agencies.

Valuation services must be provided by the Company in a cost-effective, efficient, regulatory-compliant, and reliable manner under the terms of an agreement to be entered into between the City and the Company.

PROPOSAL FORM:

All Proposals shall be submitted on the form provided (Attachment 1) and shall address all requirements of the RFP including the items listed in Attachment 2 and the executed Affidavit as set forth in Attachment 4. Erasures or other changes must be explained or noted over the signature of the Proposer.

Proposals shall be submitted in a sealed envelope, clearly marked on the front of the envelope **“RFP SUBMISSION FOR VALUATION SERVICES.”** All submissions must be received by the Mayor’s Office of the City of Derby , Derby City Hall, 1 Elizabeth Street Derby, Ct 06418 no later than 10:00 a.m. on September 19, 2022. Proposals received after that date and time will not be accepted. Telegraphic or faxed Proposals will not be considered.

INTERPRETATION OF RFP PACKAGE

No oral interpretations will be made to any Proposer as to the meaning of the Specifications and RFP Documents. Every request for such interpretation shall be made in writing, by the Proposer to Walter Mayhew at wmayhew@derbyct.gov. No inquiry received after 10:00 a.m. on September 15, 2022 will be given consideration. Every interpretation made to a Proposer will be in the form of an addendum to the specifications. Said addendum will be sent promptly via email to all persons who have requested the Proposal Package.

EXAMINATION OF SPECIFICATIONS

Each Proposer shall thoroughly examine and be familiar with the RFP Package and Specifications. The failure or omission of any Proposer to examine any form, instrument, addendum, or other document, shall in no way relieve said Proposer from any obligations with respect to their Proposal. No Proposer shall rely upon any oral representation of any person, City official or employee concerning job requirements, nor will such reliance excuse performance in accordance with the contract nor be the basis for any claimed extra costs.

SELECTION PROCESS

The City may accept those proposal(s), which will, in its opinion, most completely meet the requirements of the RFP. The City solely determines which Proposer best meets the specifications and is in the best interest of the City of Derby . The City may disqualify the Proposer, and may reject any proposal, that fails to provide complete and accurate information in response to the requirements of this RFP.

Proposals will be evaluated based on what is deemed to be in the best interest of the City, including such factors as the bidder’s experience and expertise in appraising businesses, real estate and/or commercial enterprises; recommendations of entities for which the Proposer has previously provided services; and the total estimated cost to the City. The cost shall not be the sole factor in evaluating bids. The City of Derby reserves the right to request additional and/or clarifying information from Proposers. The anticipated award of the RFP and execution of the agreement between the selected Company and the City of Derby will occur prior to October 11, 2022.

INDEPENDENT CONTRACTOR

The selected Company is an independent contractor and is not an employee or partner of, or in any other service relationship, with the City of Derby . The Company is not authorized to speak for, represent, or obligate the City of Derby in any manner without prior expressed written authorization from the City of Derby .

AWARD OF CONTRACT

The City of Derby expects to award the Contract to the responsible and qualified Company complying with the conditions of the RFP package, provided that its Proposal is reasonable and that it is in the best interest of the City of Derby to accept it. The award of the Contract will be made on or before October 11, 2022. The City of Derby reserves the right to reject any and all proposals, to waive any informalities, omissions, excess verbiage or technical defects in the proposal and the City need not necessarily award the Contract based on lowest costs, if it is in the opinion of the City that such award is in best interest of the City of Derby to accept another proposal.

The Award of the Contract shall be contingent upon the Company and the City entering into a written contract to the satisfaction of both the City and Company.

INTERVIEWS

The Mayor and/or Privatization Sub-Committee reserves the right to conduct interviews with as many of the Proposers as it finds appropriate, which interviews may include other representatives of the City of Derby . The Mayor nor the Privatization Sub-Committee are required to conduct an interview of every Proposer.

**CITY OF DERBY
REQUEST FOR PROPOSALS**

**PROFESSIONAL APPRAISAL SERVICES
GENERAL SPECIFICATIONS**

SCOPE OF SERVICES

The Company is expected to provide all supervision, materials, equipment, labor, and all other items necessary to complete said work in accordance with the proposal documents.

The Company will be required to appraise and establish fair market values of all assets of the City of Derby's Water Pollution Control Authority and Wastewater Treatment System including but not limited to its Wastewater Treatment Plant, Pump Stations and Collection System.

The Company must furnish sufficient equipment, labor, financial capability, and experience to perform the services set forth in this RFP.

The Company shall provide the City with a written report which includes but is not necessarily limited to (1) the current fair market value of all assets of the City's Water Pollution Control Authority, (2) the methodology used in making its determination and (3) identification of all documents and material used in making such determination. This report and all work performed by the Company shall be in accordance with the Uniform Standards of Professional Appraisal Practices as amended.

Employees of the Company shall be certified pursuant to the laws of the State of Connecticut and be competent and skilled in performance of the work to be provided.

The Services to be Performed shall include but not necessarily be limited to the following:

- (a) Initial Meeting with City
- (b) Research and Document Retrieval and Review by Company
- (c) Site Inspections
- (d) Cost Approach Analysis regarding the Collection System
- (e) Cost Approach Analysis regarding the Wastewater Treatment Plant
- (f) Income Approach Analysis regarding the Collection System
- (g) Income Approach Analysis regarding the Wastewater Treatment Plant
- (h) Market Approach regarding Wastewater Treatment Plant and Collection System
- (i) Preparation of Appraisal Report
- (j) Presentation of report to the City

Nondiscrimination – The Company agrees and warrants that in the performance of the contract such Company will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contract that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

Indemnity – The Company will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent resulting from a willful or negligent act or omission of the Company, its officers, agents, servants and employees in the performance of work described in this Contract.

Licenses and Taxes – The Company shall obtain and maintain for the life of the Contract, all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required. Each of the Company's employees performing services pursuant to the Contract shall be properly trained and hold in good standing the proper license to operate.

Term - The Contract shall include a scope of services to be performed by the Company consistent with this RFP which shall terminate upon completion of the services by the Company and acceptance of the work by the City.

Insurance - The Company shall always during the contract, maintain in full force and effect all insurance requirements as outlined in Attachment 3. All insurance shall be by insurers and for policy limits acceptable to the City. Before commencement of the Contract, the Company agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force, containing the following provision:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in the policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder and the City of Derby. The City of Derby is listed as an additional insured under the terms of this Contract.

Basis and Method of Payment— The Company shall submit detailed monthly invoices to the City for the work performed and the City will pay the Company for the work performed under the contract monthly by the 30th day of each month following receipt of such invoice.

Transferability of Contract – Other than by operation of law, no assignment of the Contract or any right occurring under this Contract shall be made in whole or in part by the Company without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the inability of the Company.

Point of Contract - All dealings, contracts, etc., between the Company and the City shall be directed as follows to:

Company: _____ (title of position or office);

and to the City: Mayor Richard Dziekan and John J. Walsh, Chairman of the Derby WPCA

CITY OF DERBY

ATTACHMENT 1

REQUEST FOR PROPOSALS

PROFESSIONAL APPRAISAL SERVICES

To: City of Derby First Selectman

Proposal of:

The undersigned having carefully read and considered the Request for Proposal, Instructions for Proposals, General Specifications and all other bid documents for professional appraisal services does hereby offer to contract with the City of Derby to perform all services required by the bid documents at the price (expressed in both words and figures) applicable to each item of the work as hereinafter set forth.

Itemized Price for Professional Services – **(Below should include the anticipated hours for each item, the hourly rate to be applied and subtotal)**

- (a) Initial Meeting with City
- (b) Research and Document Retrieval and Review by Company
- (c) Site Inspections
- (d) Cost Approach Analysis regarding the Collection System
- (e) Cost Approach Analysis regarding the Wastewater Treatment Plant
- (f) Income Approach Analysis regarding the Collection System
- (g) Income Approach Analysis regarding the Wastewater Treatment Plant
- (h) Market Approach regarding Wastewater Treatment Plant and Collection System
- (i) Preparation of Appraisal Report
- (j) Presentation of report to the City

Total Not to Exceed Price for Professional Appraisal Services

Numeric: \$ _____

Written: _____

In submitting this Proposal, it is understood that the right is reserved by the City of Derby to reject any or all Proposals, to waive any informalities, omissions, excess verbiage or technical defects in the Proposal, and the City need not necessarily award the Contract to the firm who submitted the lowest costs for services if, in the opinion of the City, it would be in the best interest of the City of Derby to accept another Proposal.

Firm Name: _____

Mailing Address: _____

Contact Person: _____

Title: _____

Phone Number: _____

Email Address: _____

Signature: _____

Date: _____

BIDDER'S QUALIFICATION STATEMENT

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on a separate attached sheet but must be notarized as set forth herein. The Bidder may submit any additional information it desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand with any governmental entity
7. General character of work performed by your company.
8. Have you ever defaulted on a contract which resulted in a claim against your insurance carrier or litigation? If so, explain.
9. List five more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
10. List your experience in work similar to this project.
11. List the background and experience of the principal members of your organization, including officers.
12. List the work to be performed by subcontractors and summarize the dollar value of each Subcontract, if any.

Date: This _____ day of _____, 20____.

Name of Bidder

By: _____

Title: _____

Attachment 2 – Page 2 of 2

State of : _____)
County of: _____) ss: _____

_____ being duly sworn deposes and says
that he/she is _____ of

(Name of Organization)

and that the answers to the forgoing questions and all statements therein contained
are true and correct.

Subscribed and sworn to be me this _____ day of
_____, 20_____.

(Notary Public)

My Commission expires: _____, 20_____.

CERTIFICATION OF INSURANCE REQUIREMENTS

The Contractor, upon the notice of award and upon execution of the Contract, shall provide documentation, if not previously submitted of a Certificate of Insurance showing the following coverages and limits of liability are in effect for the time period of the Contract through insurers licensed to do business in the State of Connecticut. Such certificate(s) shall contain provisions that the City shall be given thirty- (30-) days advance written notice by the insurance company by certificated mail of change in, or cancellation of, coverage.

All policies shall name the City of Derby as an additional Insured.

Coverage

Limits of Liability

1. Workers' Compensation

➤ State	Statutory
➤ Applicable Federal (e.g. Longshoremen's)	Statutory
➤ Employer's Liability	
-Bodily Injury by Accident	\$100,000.00
-Bodily Injury by Disease	\$100,000.00
-Each Employee	\$500,000.00

2. Comprehensive Professional General Liability

(Including Premises-Operations; Independent Contractor's Protective; Products and Completed Operation Broad Form Property Damage)

➤ Bodily Injury	
-Each Occurrence	\$5,000,000.00
-Annual Aggregate	\$5,000,000.00
➤ Property Damage	
-Each Occurrence	Combined Single Limit

3. Personal Injury

Annual Aggregate	\$5,000,000.00
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Attachment 3 – Page 2 of 2

To the extent permitted by law, all or part of any required insurance coverage may be provided by the Contractor's parent corporation.

All Sub-Contractors on this Project shall carry the same coverage as required for the Contractor, and the Contractor shall determine that coverage is in effect prior to allowing any Sub-Contractor to commence work.

No insurance required or furnished hereunder shall in any way diminish, nor relieve the Contractor of its responsibilities, obligations, and liabilities under the Contract.

In addition, the Company shall furnish to the City verification of its errors and omissions policy in effect at the time of its bid.

Attachment 4

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He/she is (owner, partner, officer representative or agent) of _____, the Bidder that has submitted the attached bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner of any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of tis agents, representatives, owners, employees, or parties of interest, including the affiant.

SIGNED: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of
_____, 20____.

Notary Public

My Commission expires: _____, 20____.