

# **Town of Barnstable**

## **Barnstable Municipal Airport**

### **Request for Proposal**

**For**

**Commercial Appraisal Services for the  
CapeTown Plaza (aka Kmart Plaza) located at  
790 Iyannough Road, Route 132, Hyannis, MA**



**Issued: June 20, 2018**

**RFP due date: July 26, 2018, 2 pm**

**Last date for questions: July 16, noon**

**Contact: Johanna Boucher, Chief Procurement Officer  
(508) 862-4741; [Johanna.boucher@town.barnstable.ma.us](mailto:Johanna.boucher@town.barnstable.ma.us)**

This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid and all associated documents to check the Town of Barnstable Bid & RFP System ([www.town.barnstable.ma.us](http://www.town.barnstable.ma.us)) for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

## TABLE OF CONTENTS

|                          | Page Number                                    |    |
|--------------------------|--|----|
| I                        | INTRODUCTION AND BACKGROUND                    | 3  |
|                          | A. Background                                  | 3  |
| II.                      | KEY DATES FOR PROPOSAL                         | 3  |
| III.                     | PROPOSAL INSTRUCTIONS                          | 4  |
|                          | A. Instructions to Proposers                   | 4  |
|                          | B. Notification of Award                       | 5  |
|                          | C. Contract                                    | 6  |
|                          | D. Termination of Contract                     | 6  |
|                          | E. Insurance Requirements                      | 6  |
| IV.                      | PROPOSAL REQUIREMENTS                          | 8  |
|                          | A. Minimum Requirements                        | 8  |
|                          | B.   |    |
|                          | C. Staffing Requirements                       | 8  |
|                          | D. Time Frame Submission                       | 9  |
|                          | E. Scope of Services                           | 9  |
|                          | F. Additional Narrative Information            | 15 |
|                          | G. Miscellaneous Requirements                  | 15 |
| V.                       | PROPOSAL EVALUATION                            | 15 |
|                          | Minimum Criteria                               | 16 |
|                          | Comparative Criteria                           | 16 |
| VI.                      | PROPOSAL SUBMISSION REQUIREMENTS               | 17 |
|                          | A. Non Price Proposal                          | 18 |
|                          | B. Price Proposal                              | 18 |
|                          | C. Contact Information                         | 18 |
| APPENDICES               |  |    |
|                          | APPENDIX A -- Certificate of Non-collusion     | 19 |
|                          | APPENDIX B -- State Taxes Certification Clause | 20 |
|                          | APPENDIX C --Price Proposal                    | 21 |
|                          | APPENDIX D -- Contract                         | 22 |
|                          | APPENDIX E -- Legal advertisement              | 24 |
| Separate PDF attachments |  |    |
|                          | FAA Form 5100-112                              |    |
|                          | FAA Land Acquisitions Public Airports          |    |

## **SECTION I. INTRODUCTION AND BACKGROUND**

The Chief Procurement Officer for the Town of Barnstable, Massachusetts, on behalf of the Barnstable Municipal Airport Manager, is soliciting proposals from qualified individual(s) or firms to provide a commercial appraisal of the CapeTown Plaza (aka (KMART Plaza) located at 790 Iyannough Road/Route 132, Hyannis, MA. This property is owned by the Airport and they are currently seeking a long term lease for the management and development of the property. The improvements are not currently owned by the airport or by the Town, rather it is the current tenant who owns the improvements. These improvements likely will transfer to the airport or Town ownership upon expiration of the current lease.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

### **A. BACKGROUND**

This highly visible property is centrally located in Cape Cod’s primary regional commercial district. The Hyannis Route 132 commercial corridor is an employment center and the main destination for Cape Cod residents and visitors seeking a wide range of goods and services. The property benefits from access to Route 132 (Iyannough Road), a major regional roadway and proximity to the Barnstable Municipal Airport. It is located across from the Cape Cod Mall, the region’s only enclosed mall. It is minutes away from downtown Hyannis and historic Hyannis Main Street, home to the John F. Kennedy Hyannis Museum and HyArts Cultural District, a cultural hub for residents and visitors known for its restaurants, local artists and festivals.

The property is located in the Town of Barnstable on land controlled by the Barnstable Municipal Airport, and has operated under a ground lease since 1968 (the “Existing Ground Lease”). The term of the Existing Ground Lease, including all extensions is set to expire in 2024 and the Airport intends to execute a ground lease for the redevelopment the property for its highest and best use, consistent with the development plans and interests of the Airport and the Town of Barnstable.

## **SECTION II. KEY DATES FOR THIS PROPOSAL**

### **Key dates for this Proposal**

|                     |  |
|---------------------|--|
| June 20, 2018       | RFP Issued   |
| June 24, 2018       | Legal Advertisement in the Cape Cod Times                        |
| June 25, 2018       | Legal advertisement in the Goods & Services Bulletin             |
| July 16, 2018, noon | Last date for written questions due to Chief Procurement Officer |
| July 26, 2018       | Proposals Due, 2:00 pm to the Chief Procurement Officer          |

WEEK OF 8/13

Potential interview period (subject to change)

By approx. 8/27/18  
ASAP

Award to best proposer  
Commence services

### **SECTION III. PROPOSAL INSTRUCTIONS**

#### **A. INSTRUCTIONS TO PROPOSERS**

1. The Town may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.
2. The Town may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Required forms are provided by the awarding authority in the appendices attached. All proposals shall be in ink or typewritten and must be presented in an organized and clear manner.
4. Questions or clarifications rising from these documents shall be submitted to the Chief Procurement Officer in writing. They must be submitted in accordance with Section II “Key Dates for This Proposal”.
5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposal by so indicating in the Cover Letter/General Response. Failure to do so may be cause to reject the proposal as being nonresponsive.
6. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
7. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the “Legal Advertisement”. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the Consultant. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
8. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
9. It is understood that the firm/individual’s Proposal to the Town to provide said services and products will remain valid for 90 days past the submission deadline.
10. The proposer’s attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.

11. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix A).
12. All costs involved in preparing the Proposal will be borne by the Consultant; the Town, will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
13. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
14. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
15. Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
16. The evaluation of the Non-Price Proposals will be conducted by a committee appointed by the Chief Procurement Office. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
17. The Non-Price Proposals will be opened on the date and at the time stated in the "Legal Advertisement" the name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed. A register of proposals will be completed indicating the name of the proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. The Price Proposals will be opened only after the evaluation has been completed.
18. Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Town. The Evaluation Committee will be the sole judge in determining whether a Consultant's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected Consultant will be under contractual agreement to the Town per the attached contract document.
19. Response to this Request for Proposal acknowledges the Consultant's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful firm/individual's proposal as part of the system contract. If the consultant's proposal does not comply with the requirements of this request for proposal, or if an item is not understood in anyway, a copy of that section of the request for proposal must then be included in the proposal and all its copies clearly stating the deviation, additions, or other comments.
20. Services provided by the successful proposer shall be rendered through the Town's standard contract for CONSULTANT services; the successful proposer will not be considered an employee of the Town and will not receive any benefits of an employee.

**B. NOTIFICATION OF AWARD**

All proposers will be notified of the selection decision within 30 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the Consultant agrees to extend the period of time in which the proposal is valid.

**C. CONTRACT**

This Request for Proposal, as well as the selected Consultant's proposal, and any addenda to that proposal, will become part of the final contract. The contract the Town will sign is attached as Appendix D.

The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this contract. In the event that the contract is terminated, the provider may be required to rebate the Municipality a portion of the fee, which represents the period which equals the non-performance period correlating to a daily rate after converting the monthly fee rate to a daily rate.

It is agreed, however, that since the performance dates of this contract are important to the implementation of the entire revaluation program, continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Consultant, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract."

**D. TERMINATION OF CONTRACT**

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

**E. INSURANCE REQUIREMENTS**

**1. Indemnification**

The Consultant shall indemnify, defend, and save harmless the TOWN, all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage

to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Consultant, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement . The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Consultant under contract with the TOWN.

**2. General Requirements**

(a) The Consultant shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Consultant agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Consultant to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Consultant shall defend, indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the Consultant, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Consultant will provide copies of certificates of insurance to the Town of Barnstable, Procurement & Risk Management.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Consultant. Annually, at time of Consultant's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable, Procurement & Risk Management, 230 South Street, Hyannis, MA 02601.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Consultant.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

**3. Comprehensive General Liability Insurance**

The Consultant shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a

general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. **Automobile Liability and Property Damage Insurance**

The Consultant shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Consultant. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

5. **Workers' Compensation Insurance**

The Consultant shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

6. **Excess Liability Insurance**

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

7. **Other Liability (as may be necessary)**

(a) The Town of Barnstable reserves the right to request proof of other insurance coverage depending upon the job for which the Consultant is hired.

(b) The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Consultant. Consultant's insurance shall be primary insurance to all insurance carried by Owner.

## **SECTION IV. PROPOSAL REQUIREMENTS**

### **A. MINIMUM REQUIREMENTS**

The Evaluation Committee shall reject proposals which do not meet the following certain minimum requirements:

1. The proposal must be from an established corporation, partnership, firm or individual who normally furnish such services as the principal business for which the corporation or firm is formed. A description of the firm including a list of clients (does not have to be complete list; sample is acceptable) and number of employees is required.
2. Proposer must have a minimum of five (5) years experience of providing similar services to a minimum of five (5) Massachusetts municipalities. Documentation is required with proposal.
3. The proposal must be received in the Property Management Office before the deadline for receipt of proposals, and must be complete (must include or address all items specified in Section VI -- Proposal Submission Requirements).
4. The Consultant must have signed both the Certificate of Non Collusion (Appendix A) and the State Taxes Certification Clause (Appendix B) and include them in the proposal package.



5. The proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
6. The time table, as proposed, must evidence a final delivery date for each year of services on or before October 1 of each calendar year.

**B. STAFFING REQUIREMENTS**

1. The Consultant must set forth the staffing to be utilized on this valuation services.
2. The qualifications of each individual set forth above will be provided to the Town by submitting full resumes, which must include prior work experience, dates, positions, responsibilities for each employer, education and professional affiliations.
3. Since the project staffing is such an integral part of this project, Consultants must be prepared to contractually commit all individuals as submitted in their proposal, to this project. Any deviation from the proposed individuals and man hours will constitute a breach of agreement to any contractual agreement which may result from this Request for Proposals.
4. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change will in the Consultants staffing as outlined in the proposal will be subject to the approval of the Airport Manager. The Airport Manager shall notify the Consultant within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced.

**C. TIME FRAME SUBMISSION**

Completion of appraisal within 60 days of the contract award/execution.

**D. TECHNICAL SCOPE OF SERVICES**

The Town of Barnstable acting through the Barnstable Municipal Airport Commission is seeking a commercial appraisal of the The CapeTown Plaza (aka KMART Plaza) Located at 790 Iyannough Road/ Route 132, Hyannis, MA.

**Scope**

The Town and Airport are seeking to lease an approx. 27 acre parcel for the purposes of allowing a new main tenant to manage and potentially redevelop in a creative and sustainable manner the property so that it best reflects the Town's long term master plan and to maximize revenue to the Airport. A Request for Proposals for a long term lease was issued on April 26, 2018 and responses are due on August 31, 2018. This appraisal is being conducted to assist in the evaluation of the proposals received and to help meet the determination by the Federal Aviation Administration (FAA) that the proposals are in the best interest of the Airport to consider and accept.

The Town recognizes and expects that the appraiser shall use customary methods to develop an opinion of value of the property identified in this project.

## **Background**

The property is located in the Town of Barnstable on land controlled by the Barnstable Municipal Airport, and has operated under a ground lease since 1968 (the “Existing Ground Lease”). The term of the Existing Ground Lease, including all extensions is set to expire in 2024 and the Airport intends to execute a ground lease for the redevelopment the property for its highest and best use, consistent with the development plans and interests of the Airport and the Town of Barnstable.

The use of the words Airport, Barnstable Municipal Airport and the Barnstable Municipal Airport Commission shall be construed as to include the Town or Town of Barnstable, as the Airport is a department of the town. In addition, the Barnstable Municipal Airport Commission, with the assistance of the Town of Barnstable, is the awarding authority for the future lease, should one be recommended.

Since the Barnstable Municipal Airport controls the property, the Airport conducted the solicitation in accordance with Federal Aviation Administration (FAA) requirements and the acceptance of any proposal is subject to FAA review and approval, and is contingent upon an appraisal, which establishes that the bid reflects Fair Market Rent for the highest and best use of the property.

While the Town owns the land and the airport manages the property, the improvements are owned by the current tenant. Therefore the highest and best use determination will be for the land as if undeveloped with a second opinion as to the value if developed to maximize a financial return to the airport through a lease up to 49 years long.

The successful appraiser shall determine the appropriate methodology to make determination of the highest and best use of the property and the value of that use. The appraiser must state the methodology used or the mix and match of approaches used so that the property is accurately appraised for current and future prospects. The appraiser needs to acknowledge the potential tenant and sub tenants, select a combination of the appropriate approaches and then provide the Airport with an accurate analysis of the commercial property at hand.

The final lease with the prospective new tenant will include several financial safe guards for the airport and the Town. The first is a market rate look back provision that ensures that the airport receives market rate return in the lease payments.

Any of the future improvements built by the new tenant will remain the possession of the new tenant. They will manage the property and lease, sub lease, or rent the square footage of any residential, commercial or any combination of the two to their own benefit. The appraiser must determine if there is sufficient information to analyze the property to provide a factor of return on its capital investment to the Town and Airport.

**ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser shall state all relevant assumptions and limiting conditions. In addition, they will state any other assumptions and conditions that may be required for the particular appraisal assignment, including, but not limited to the following:

- The data search requirements and parameters that may be required for the project.
- Identification of the technology requirements, including approaches to value, to be used to analyze the data.
- Need for machinery and equipment appraisals, soil studies, potential zoning changes, etc.
- Instructions to the appraiser to appraise the property "As Is" or subject to repairs or corrective action.
- As applicable include any information on property contamination to be provided and considered by the appraiser in making the appraisal.

**Qualifications:**

The appraiser must be in the business of providing commercial property appraisals in the Commonwealth of Massachusetts.

The appraiser should have an understanding of the greater Hyannis area, including Down Town Hyannis, the role of this property in the commercial center of the route 132 corridor district and Hyannis as a commercial center for the region of Cape Cod.

The appraiser should be familiar with the seasonal nature of the community and its impact on commercial properties found on Cape Cod.

They should be able to demonstrate a familiarity with the zoning, its allowances and limitations including any height restrictions associated with the proximity to the airport.

The appraisers should be able to defend their opinions if they are ever brought to court, even in this project in which litigation appears unlikely.

**Items that the Town can make available.**

The Town can make available existing records and documents associated with the current lease, including certain Geographical Information Systems (GIS) maps.

**The work product required**

Given the limits of the budget as presented, the Town and BMAC would like the appraiser to develop a "self-contained report" that contains all of the details of the data and analysis.

The appraised value shall be stated as of the date of inspection.

The appraiser is responsible for ensuring that the contents of the appraisal are sufficient and appropriate for the use of the appraisal.

The nature of the work is for the appraiser to provide two "as is" market values- one assuming fee simple estate, the other assuming leased fee estate. The "as is" market value of the fee simple estate interest assumes that the property has no leases or tenants and could be leased at the prevailing market rate. The "as is" market value of the leased fee estate interest assumes the

property is encumbered by the terms of sub leases under the management and control of the main tenant lease and is subject to the proposed long term lease terms.

Both values need to be tempered by the fact that this is a land lease only, and the current improvements will most likely need to be renovated or possibly removed and redeveloped.

The appraiser shall research ownership and zoning records, investigate demographic and lifestyle information for the area in order to provide context for the rendered opinion, and shall compile comparable sales information (if appropriate). They shall then analyze this information as it relates to the value of the property.

The intent of the report is to

- 1) Help the BMAC determine the value that the proposed Lease offers for the property; and
- 2) Establish opinions of the market value of the land so that it meets FAA standards for property under airport commission control and in support of airport operations.

In the appraisal report, there should be an adequate description of the physical characteristics of the property being appraised (i.e., sketch of the property and provide the location and dimensions of any improvements) and a description of comparable sales (if applicable). The appraisal report should also include adequate photographs of the subject property, and provide location maps of the property. The report should further state with clarity:

- Property right(s) to be acquired, e.g., fee simple, easement, etc.,
- Value being appraised (usually fair market value), and its definition
- Appraised as if free and clear of contamination (or as specified),
- Date of the appraisal report and the date of valuation,
- Known and observed encumbrances, if any,
- Title information,
- Location,
- Zoning,
- Present use,

In the appraisal report, the appraiser shall offer an opinion of the highest and best use of the property. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market-based highest and best use.

The report shall also present any other relevant market information to meet the intent of the project

In developing an opinion Appraisers are expected to follow the uniform quality standards of the industry including Uniform Standards of Professional Appraisal Practice

#### **Ownership of the work.**

The report, the appraiser's opinion and any work products including notes, sketches, research or records of meetings or conversation shall be used only by the Town of Barnstable and the

Barnstable Municipal Airport Commission (BMAC). The information will be shared with the FAA by and through the BMAC. The amount of work involved in reaching the contracted opinion, the appraiser will compile large amounts of information that are retained in a work file but, due to the limitation of the budget and the direction of the Town and airport, may not be included in the report provided access to these documents may still be maintained should the need to see these documents arise.

**DEFINITION OF FAIR MARKET VALUE:** As determined by State law, Fair market value, is generally defined as the price that the Lessor is willing to accept and a lessee is willing to pay as a result of a properly advertised and administered request for Proposals under Massachusetts general Law chapter 30b section 16, which govern the nature in which public land is leased, and usually includes the following:

1. Lessor and Lessee are typically motivated;
2. The assumption that both parties are well informed or well advised, each acting in what he or she considers his or her own best interest;
3. A reasonable time is allowed for exposure through the RFP process;
4. Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto under the terms and conditions of a lease; and
5. The price represents an amount that meets the approval of the FAA for aviation related land and how it support the airport operations.

**CERTIFICATION:** The appraisal shall include a certification of the following, among other factors, that the appraiser made a field inspection, afforded the owner or a designated representative the opportunity to accompany me on this inspection, personally made a field inspection of the comparable sales relied upon in making said appraisal, that the property being appraised and the comparable sales (if applicable) relied upon in making this appraisal were as represented in the appraisal.

That to the best of their knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That such appraisal has been made in conformity with appropriate laws, regulations, and policies and procedures applicable to appraisal of property for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That they have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the disposition through long term lease of such property appraised.

That they have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency or officials of the Town of Barnstable and The Barnstable Municipal Airport Commission and will not do so until so authorized by said officials, or until they are required to do so by due process of law, or until they are released from this obligation by having publicly testified as to such findings.

**3.5. The Use of Property for Revenue Production.** P.L. No. 80-289 specifically authorized the GSA to transfer such surplus nonairport property as needed to develop sources of revenue from nonaeronautical commercial businesses at a public use airport. This essentially became the point at which the FAA began tracing the requirement to use airport property for aeronautical purposes. If the property is not used for aeronautical purposes directly, the property must be used to generate revenue for the benefit of the airport consistent with FAA's *Policy and Procedures Concerning the Use of Airport Revenue*, 64 Fed. Reg. 7696, February 16, 1999 (*Revenue Use Policy*). The FAA must approve the use for nonaeronautical purposes before such use is allowed.

As a precondition to a land conveyance, the WAA and later the GSA, needed to determine that such surplus nonairport property was needed by the airport and would be used as a source of revenue to defray the cost of operation, maintenance, and development of the public use airport. Originally, the GSA conveyance instrument made no distinction between federal obligations imposed on property conveyed for aeronautical use and those imposed on property conveyed for nonaeronautical, revenue-production purposes.

Each federal conveyance of revenue production property obligates the public-agency sponsor to use the revenue generated by the nonaeronautical use for the operation, maintenance, or development of the airport. Consequently, if the property conveyed has been determined by the GSA, with FAA concurrence, to be used for revenue-production purposes, the airport sponsor must use the revenue generated by the property for airport purposes by depositing the revenues in an airport fund designated for airport use. This is true even if the property is not specifically identified as revenue producing in the conveyance instrument.

**3.6. Highest and Best Use and Suitability for Airport Use.** In order for any surplus real or personal property to be transferred, the FAA must determine that it is essential, suitable, or desirable for the development, improvement, operation, or maintenance of a public airport. This includes real property needed to develop sources of revenue from nonaeronautical commercial businesses at a public airport. (See 49 U.S.C. § 47151(a).)

Highest and best use has been defined – when appraising the market value of real property – as the “reasonably probable and legal use of property that is physically possible, appropriately supported, and financially feasible, and that results in the highest value.” (See *Dictionary of Real Estate Appraisal*, 4<sup>th</sup> Edition, Appraisal Institute.) The Department of Justice’s Uniform Appraisal Standards for Federal Land Acquisition relies on *Olson v. United States*, 292 U.S. 246.255 (1934). See also *Bloom Company v. Patterson*, 98 U.S. 403.408 (1878) for its definition

of highest and best use. “The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.” The highest and best use must be based on:

- the economic potential of the property,
- qualitative values (social or environmental) of the property, and
- use factors affecting land use (e.g., zoning, physical characteristics, private and public uses in the vicinity, neighboring improvements, utility services, access, roads, location, and environmental and historical considerations).

It is the task of an appraiser to evaluate competing land uses and determine the “highest and best” use of the land and appraise the fair market value of the property at its “highest and best” use based on sales of property that sold and were used at that same “highest and best” use. Any "highest and best use" determination should consider the probability of achieving such use and should not be speculative.

**Time frame to conduct the work**

The Town and Airport are seeking to get the appraisal report within 60 days after award of contract/execution.

**E. ADDITIONAL NARRATIVE INFORMATION**

1. Summarize what you believe your firm offers that is unique from other Listing firms.
2. Provide at least five (5) references with contact phone numbers from other similar commercial and industrial real property parcel count to the Town of Barnstable whereby similar work has been done. Municipal references encouraged, if available.
3. List the anticipated amount of support services and/or documents the Town would be required to provide.

**F. MISCELLANEOUS REQUIREMENTS**

An interview may be conducted with any proposer who is deemed Highly Advantageous or Advantageous during the evaluation of the proposals. These interviews will occur during period noted under Section II, KEY DATES. Any potential Consultant should make sure they are available during that time period for interviews held at the School Administration Building, Hyannis, MA.

**SECTION V. PROPOSAL EVALUATION**

The evaluation process will include each proposal being reviewed by an evaluation committee appointed by the Chief Procurement Officer. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon those criteria, will assign an overall rating to each proposal as permitted under Chapter 30B. Each of the seven criterion contain ratings of

Unacceptable  
Not Advantageous  
Advantageous  
Highly Advantageous

**An “Unacceptable” rating in any one of the criteria may eliminate the proposal from further consideration.**

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town’s needs, taking into account proposal quality and proposal price. If the lowest priced proposal is not selected and has received at minimum a rating of advantageous, the evaluation committee shall explain the reasons for the award in writing to the Chief Procurement Officer, specifying in reasonable detail the basis for determining that the Town should award the contract to a different proposal.

***Minimum Evaluation Criteria -- Failure to meet the following minimum evaluation criteria will result in immediate rejection of the proposal.***

1. Minimum Requirements: Consultants must meet the minimum requirements as specified in Section IV - A.

**Comparative Evaluation Criteria**

2. Experience in the preparation of similar commercial real estate appraisals for municipalities.

**Unacceptable** – No experience.

**Not Advantageous** – The preparation of less than five (5) similar appraisals

**Advantageous** - The preparation of five (5) or more similar appraisals.

**Highly Advantageous** - The preparation of ten (10) or more similar appraisals.

3. Experience and knowledge in the commercial property assessments with FAA applicable requirements as they relate to this type of proposal.

**Not Advantageous** – no experience with limited to no knowledge of FAA applicable requirements as they relate to this type of appraisal.

**Advantageous** – experience and knowledge of FAA applicable related requirements with at least one similar appraisal having been performed by proposer

**Highly Advantageous** - experience and knowledge of FAA applicable related requirements with more than one similar appraisal having been performed by proposer

4. Project completion schedule submittal (Section IV-C).

**Not Advantageous** – Proposed schedule does not meet our requested completion date

**Advantageous** – Proposed schedule meets our requested completion date

**Highly Advantageous** – Proposed schedule exceeds our completion date, completing sooner than requested.



5. Response to Technical Scope of Services (Section IV - D):

**Unacceptable** - Proposal did not adequately explain all aspects of methodology.

**Not Advantageous** - Proposal is vague; Town is unable to determine if it is consistent with expressed needs or project intent.

**Advantageous** - Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the Town in all areas.

**Highly Advantageous** - Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by the Town in all areas.

6. Staffing to perform appraisal services (include work plan, estimated hours and Resumes)

**Unacceptable** - No staffing plan or resumes provided.

**Not Advantageous** - The staffing information provided was not clear as to roles, responsibilities and experience/qualifications.

**Advantageous** - The staffing information provided was clear as to roles, responsibilities and experience/qualifications.

**Highly Advantageous** - The staffing information provided was extremely clear with extensive details as to roles, responsibilities and experience/qualifications.

7. References: Provide favorable references with contact names and valid phone numbers of other clients whereby similar work has been performed.

**Unacceptable** - References are not provided.

**Not Advantageous** - References provided are not related to similar appraisal type.

**Advantageous** - Five (5) references are provided from similar appraisal types.

**Highly Advantageous** – More than Five (5) references are provided for similar appraisal types.

8. General impression of proposal

**Unacceptable** – Evaluator could not determine proposer’s ability to provide services required from information submitted in proposal.

**Advantageous** - Response is informative, meets criteria for responsiveness. Reviewer feels proposal reflects that provider is able to perform in a manner acceptable to the Town but was not overly impressed by proposals’ expression of ability.

**Highly Advantageous** - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the Town. Town is completely convinced about the proposer’s ability to provide the contracted services as required by the Town.

## **SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS**

Two separate sealed envelopes, one containing an original and 5 copies of the non-price technical proposal marked “KMART Plaza Appraisal (non-price)” and one containing an original and one copy of the price proposal marked “Price Proposal – KMART Plaza Appraisal” must be received per the time frame outlined in the legal advertisement- (appendix E). It is the sole responsibility of the offerer to insure that the proposal arrives on time and at the designated place.

**MGL., Chapter 30B requires that price proposals must be separate from technical proposals. No reference to the actual price proposal shall be contained in any portion of the non-price proposal outlined below. Failure to adhere to this requirement will result in disqualification.**

**A. NON-PRICE PROPOSAL**

Within your Proposal, please supply each of the following items and clearly structure and label your Proposal as required in Appendix F.

- 1) Cover Letter including name of Agency/Firm, address and telephone number, signed in ink by someone authorized to sign such documents.
- 2) Attach Financial Statement for two previous calendar years attested by a CPA or Bank Officer. In respect of confidentiality, this may be submitted (one copy) in a separate envelope which; although will be part of the proposal, would be kept in a separate file and only released if someone specifically requested this document.

**B. PRICE PROPOSAL**

The pricing portion must include the forms found in APPENDIX C

- 1) Complete Price Submittal Form - A firm, fixed all-inclusive purchase price for the services to be rendered. Milestone deliverables/payment schedule if applicable.
- 2) Copies of the forms Tax Certification and NonCollusion Form
- 3) Fixed price for proposal must include all expenses.

**C. CONTACT INFORMATION**

Clarification and interpretations of this Request for Proposal must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is as stated in Key Dates. After that day no requests or questions will be accepted. Please contact the Town of Barnstable for clarification of this Request for Proposal, direct all inquiries regarding the plan to:

Johanna F. Boucher,  
Chief Procurement Officer  
Town of Barnstable  
230 South Street  
Hyannis, MA 02601  
Phone. (508) 862-4741  
Fax: (508) 862-4779  
Business Hours: 8:00 a.m. – 4:00 p.m.  
Monday through Friday  
[Johanna.boucher@town.barnstable.ma.us](mailto:Johanna.boucher@town.barnstable.ma.us)  
Website: [www.town.barnstable.ma.us](http://www.town.barnstable.ma.us)

**TOWN OF BARNSTABLE**

**CERTIFICATE OF NON COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. 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.

FIRM \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME (print) \_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_

**TOWN OF BARNSTABLE**

**STATE TAXES CERTIFICATION CLAUSE**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

\_\_\_\_\_ by: \_\_\_\_\_  
\* Signature of individual or Corporate Officer  
Corporate Name (Mandatory) (Mandatory, if applicable)

\_\_\_\_\_  
\*\*Social Security # (Voluntary)  
or Federal Identification #

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.



**TOWN OF BARNSTABLE, MASSACHUSETTS  
AGREEMENT BETWEEN CONSULTANT AND TOWN**

**CONTRACT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by and between the TOWN OF BARNSTABLE, BARNSTABLE MUNICIPAL AIRPOR COMMISSION, 480 Iyannough Road, Hyannis, MA, Massachusetts, hereinafter called the TOWN, and \_\_\_\_\_  
With legal address and principal place of business at \_\_\_\_\_ Hereinafter called CONSULTANT.

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the TOWN, the CONSULTANT hereby agrees with the TOWN to provide services for the purpose of performing Commercial Appraisal Services for the CapeTown Plaza (aka Kmart Plaza) located at 790 Iyannough Road, Route 132, Hyannis, MA as outlined in the RFP, as proposed hereinafter called the services, upon demand of the TOWN, made as hereinafter provided, at a \$ \_\_\_\_\_ in accordance with the following requirements. Appraisals services are to be completed as specified by \_\_\_\_\_, 2018. Key contact at the Airport is Katie Servis, Airport Manager, 508-775-2020. Katie.servis@town.barnstable.ma.us.

Force Majeure - The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this contract. In the event that the contract is terminated, the provider may be required to rebate the Municipality a portion of the fee, which represents the period which equals the non-performance period correlating to a daily rate after converting the monthly fee rate to a daily rate.

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

The Consultant/Consultant shall indemnify, defend and hold harmless the Owner, its elected or duly appointed officers, directors and employees against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon negligent or intentional misdeeds or omission of the Consultant/Consultant, its employees or its agents in providing its service to employees of the municipality or their dependants pursuant to the Agreement.

The Request for Proposal entitled “Commercial Appraisal Services for the CapeTown Plaza (aka Kmart Plaza) located at 790 Iyannough Road, Route 132, Hyannis, MA”, dated DATE, and the

Proposal made by the CONSULTANT are made a part hereof and collectively evidence and constitute the contract.

This Agreement constitutes the entire contract and there are no agreements other than those incorporated herein. This Agreement may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.

By

\_\_\_\_\_  
CONSULTANT

By: BARNSTABLE MUNICIPAL AIRPORT

\_\_\_\_\_  
BMAC Chairman

**LEGAL ADVERTISEMENT FOR RFP**

**TOWN OF BARNSTABE  
REQUEST FOR PROPOSAL**

Commercial Appraisal Services for the CapeTown Plaza (aka Kmart Plaza) located at 790  
Iyannough Road, Route 132, Hyannis, MA

The Chief Procurement Officer for the Town of Barnstable, Massachusetts, on behalf of the Barnstable Municipal Airport Manager, is soliciting proposals from qualified individual(s) or firms to provide a commercial appraisal of the CapeTown Plaza (aka (KMART Plaza) located at 790 Iyannough Road/Route 132, Hyannis, MA. This property is owned by the Airport and they are currently seeking a long term lease for the management and development of the property. RFP documents are available on the Town of Barnstable website, Bid & RFP System at [www.townofbarnstable.us](http://www.townofbarnstable.us). Proposals are due at the Purchasing Office, 230 South Street, Hyannis, MA 02601 no later than July 10, 2018, 2 pm. These services are being solicited under Chapter 30B. The Town reserves the right to reject all proposals if deemed in its best interest. Contract is anticipated to be award within 30 days by the awarding authority, the Barnstable Municipal Airport Commission.