



*TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824-2898
Tel: 603/868-8064*

Date: July 31, 2017

**Request for Proposal - Durham, NH
Town-Wide Statistical Assessment Update for 2018**

The Town of Durham is requesting a proposal to complete a statistical update of all taxable, non-taxable and exempt properties situated within the Town of Durham, New Hampshire. The primary commercial base in Durham is student housing. The statistical update of the Utility properties will be performed by another contractor. A full revaluation was completed in 2003 and subsequent statistical updates were performed in 2008 and 2013. Durham utilizes VISION appraisal software and Muni-Smart tax collect software. The effective date of value for the Statistical Update shall be **April 1, 2018**.

The Town of Durham, NH consists of approximately 2,642 parcels. The following is a breakdown of the parcel count:

1,841	Residential - Improved
105	Residential - Vacant
1	Residential - Mobile Home
174	Residential - Condo
9	Residential - Apartments
134	Commercial - Improved
26	Commercial - Vacant
16	Industrial - Improved
0	Industrial - Vacant
4	Utilities
212	Exempt (Includes UNH Properties)
120	Current Use
2,642	Total

Sealed proposals will be made in accordance with the minimum specifications enclosed, will be made part of this invitation, and will be received by the Town Assessor at the Durham Town Hall no later than **August 18, 2017** at 3 p.m.

All sealed envelopes containing proposals shall be clearly marked STATISTICAL UPDATE PROPOSAL. **Two (2)** copies of the proposal shall be delivered to the Town.

A statement of non-collusion will be affixed to the proposal.

Copy of the PROPOSER'S Financial Statement for the last Three (3) fiscal years

The conditions for project award and signing of the contract are set forth in the enclosed minimum specifications. Each Proposer will meet all conditions and instructions. Failure to meet any conditions, instructions, or minimum specifications may disqualify the Proposer.

The effective date of valuation shall be **April 1, 2018**.

All completed and deliverable products will be turned over to the Town of Durham, no later than **August 1, 2018**.

Liquidated damages for late completion will be based upon the date of **August 1, 2018**.

The contract of the successful proposer will be submitted to the N.H. Department of Revenue Administration for review and comment prior to its execution.

All questions concerning the request for proposals shall be made in writing to the Town Assessor, Town of Durham who may be contacted at (603)868-8064 or by e-mail at jrice@ci.durham.nh.us. Written responses will be issued to all Proposers.

Include, as an attachment to the Proposal, a list of all municipal revaluations completed by the Proposer in the past five (5) years, along with the size of the project, a telephone number and contact person.

Include, as an attachment to the Proposal, a list of all municipalities that utilize the Town's current VISION CAMA software upon which the Proposer has completed revaluations.

Include, as an attachment to the Proposal, a resume of all key personnel to be assigned to the project.

Include, as a part of the Proposal, a schedule of project completion, specifying the basic stages of the project, and an estimated cost and percentage of the project that each stage contributes to the total cost of the project.

The Town of Durham reserves the right to reject any non-conforming proposal. The Town of Durham reserves the rights to amend, revise, or cancel this Request for Proposal at any time if it is deemed to be in the best interests of the Town.

The Town of Durham reserves the right to reject any, or any part of a proposal, or all proposals; to waive informalities and technicalities, and to accept that proposal which the Town deems to be in the best interests of the Town, irrespective of the lowest bid amount.

Project Proposal Form

The following form must be completed and submitted with the proposal for the statistical update of all properties situated within the municipal boundaries of the Town of Durham, NH, effective valuation date of **April 1, 2018**.

The undersigned Proposer affirms and declares:

1. As the Department of Revenue Administration requires a standard State contract, the Town desires that each Proposer submit a separate instrument outlining a specific scope of services consistent with the Proposers method of performing statistical revaluations.
2. That this PROPOSAL is executed by said Proposer with full knowledge and acceptance of the CONTRACT, including all specifications contained within, enclosed with the Request for Proposals for the subject Project.
3. That should this Proposal be accepted in writing by the Town of Durham, said Proposer will furnish the services for which this Proposal is submitted at the price bid, and in compliance with State laws, rules and the provisions of said Contract.
4. That the Proposer or his/her representative has visited the Town of Durham; is familiar with its geography, character of development; and has made himself or herself knowledgeable of those matters and conditions in the Town of Durham which would influence this bid proposal and subsequent efforts in the execution of the Project.
5. That all items, documents, and information required to accompany this proposal of the aforesaid Contract are enclosed herewith.
6. That the Proposer proposes to furnish the services and materials required to complete the subject Project in accordance with the aforesaid Contract for the following amount:

\$ _____
7. That the Proposer proposes to perform appraisals on those parcels that exceed the base parcel count on the following prorated basis:

\$ _____
8. That the Proposer proposes to provide services in the defense of values generated from the Project in excess of the Contract specifications on the following basis:

\$ _____ per hour\diem (choose one)
9. That the Proposer understands that the Town of Durham has installed MUNI-SMART tax billing software, and that the Proposer will, on occasion as needed, interface the

VISION CAMA software with the tax billing software to ensure integration and that said cooperation was a consideration in the development of the bid price.

10. That the Proposer understands that any Contract the Town accepts in regard to revaluation services will include the RFP, including this section and that the wording in the RFP will govern in all matters of conflict between the Contract and the RFP.
11. That the Proposer has the experience and qualified personnel to execute the aforesaid Contract in a timely and workmanlike manner.
12. That the Proposer fully understands, and will comply with, all Statutes and Administrative Rules that govern or come to bear upon re-valuations and valuations for ad valorem purposes in the State of New Hampshire.
13. That the Proposer understands and accepts that although the proposed price is a major factor in the determination of the selected vendor, the Town reserves the right to award the contract to other than the low cost Proposer, and that considerations other than low cost will come to bear in the Town's deliberations and selection process.
14. That the undersigned is a duly authorized officer of the Proposer, and has the authority to enter into binding discussions and Agreements with the Town.
15. That the quoted bid price is valid until _____ (enter date – minimum of 30 days).

FIRM'S NAME: _____

SIGNATURE: _____

NAME WRITTEN: _____

TITLE: _____

DATE: _____

TELEPHONE #: _____

FAX #: _____

E-mail Address: _____

General Guidelines

I. Criteria For Selection: Proposals will be evaluated in accordance with the following criteria:

- a) Company's understanding of the project, its purpose and scope as shown by the overall work plan;
- b) Availability and competence of personnel proposed for the project;
- c) Responsiveness to the specifications contained within the RFP;
- d) Competitiveness of proposed cost.

II. Financial Responsibility: Contracts will be awarded only to responsible offers. In order to qualify, the Proposer must be prepared to present documentation that they meet the following criterion:

- a) Have adequate financial resources for performance;
- b) Have the necessary experience, organization, technical qualifications, skills, and facilities;
- c) Have a satisfactory record of performance.

III. Limitations: This request for proposal (RFP) does not commit the Town of Durham to award a contract, or to pay any costs incurred in the preparation of a proposal. The Town reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in entirety this RFP if it is deemed by the Town to be in its best interest to do so.

IV. Proposal Preparation and Submission:

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

V. Revisions and Modifications:

- a) Any questions or inquiries must be submitted in writing and must be received by the Town Administrator no later than 7 days before the RFP due date in order to be considered. Any changes in the RFP will be provided to all Proposers of record.

VI. The Contract:

- a) The Town may award a Contract, based upon offers received, without additional submissions from the Proposer. Accordingly, the proposal should be submitted on the most favorable terms, from all aspects, which the Proposer can submit. The Town

reserves the right to request additional information, either orally or in writing or additional presentations in support of written proposals. Nonetheless, the Proposer is cautioned that the proposal shall be subject to acceptance without further clarification.

- b) The Town reserves the right to incorporate minor modifications, which may be required. The Proposer will incorporate these changes at no additional costs.
- c) The successful Proposer will adhere to the Contract Minimum Specifications, defined further within this RFP. However, the Proposer is encouraged to append and expand upon these minimum specifications.

VII. Town-Contractor Relationship:

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

Contract Minimum Specifications:

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

1. Identify the Company, and its principal place of business, and the Town of Durham.
2. A statement that the Company agrees to provide all services, support, personnel, records, forms, labor, materials, and equipment to perform the statistical revaluation that is the subject of the Contract.
3. Employees: Identify all key personnel expected to perform the work of the Contract, and affix current résumés of the same.
4. Project Milestones: State with specificity the start date, the turnover date (no later than **August 1, 2018**), and define all key milestones as to the progress plan of the project, including, but not limited to the following events:
 - Clerical start-up operations
 - Measure and List of Commercial , Industrial , and Exempt Properties

- File maintenance timeline
- Sales analysis startup and completion
- Income and Expense Data Collection & Analysis
- Modeling and calibration startup and completion
- Generation of preliminary valuations
- Final field reviews
- Turnover of reviewed preliminary valuations for Monitor review
- Notice to taxpayers of preliminary valuations
- Informal hearings schedule
- Request for Project Review
- Turnover of USPAP Compliant Report to Town

5. Compensation: State the total sum of compensation for the statistical revaluation effort, and the manner in which invoices will be submitted to the Town, accompanied by an itemized account of the nature and extent of the work performed that is represented in the invoice. A clause that will serve to withhold 10% of each invoice as a surety to the satisfactory completion of the Contract, which funds will be released within 30 days of satisfactory delivery of all specified deliverable products.

6. Relationship and Indemnification: State that the relationship between Contractor and Town shall be as an Independent Contractor, and that the Contractor shall hold the Town, it's agents, servants and employees harmless, at the Contractors sole expense, to any liability or legal proceeding occurring as a result of the Contractors' action(s) or omissions, including injury, death, property damage, or any associated expense(s) including costs of defense and reasonable attorney's fees.

7. Certificates of Insurance: A statement that certificates of insurance, identifying the Town as co-insured, will be submitted to the Town no less than 20 days after the signing of the contract, and that the Town will be notified within 15 days in the event of loss or change in coverage or conditions or amounts of coverage. Each policy of insurance must be issued by a financially secure insurer, duly licensed to do business in the State of New Hampshire, with an A.M. Best Company rating of A+ or better, and is reasonably acceptable to the Town.

a) Types of insurance will include:

- 1) Liability insurance for bodily injury in the amount of \$1,000,000 per occurrence;
- 2) Public liability insurance with a Comprehensive General Form to include, without limitation, Premises, Operations, Completed Operations, Product, Independent Contractors (if any), Broad Form Property Damage, Blanket Contractual Insurance, and Personal Injury.
- 3) Errors and Omissions Insurance with a \$1,000,000 combined single limit.
- 4) Automobile insurance written with a Comprehensive Form including coverage for owned, hired and non-owned vehicles. The limit for any one accident will be \$1,000,000.

8. Performance Bond: A statement referencing the placement of a performance bond for the full amount of the Contract price, in a New Hampshire financial or banking institution acceptable to the Town.

9. Misrepresentation or Default: A clause that states that the Town may void the Contract at any time if the Contractor has materially misrepresented any offering or defaults on any contract with a New Hampshire municipality.
10. Transfer, Assignment, Sub-letting: Include a statement that there will be no assigning of any part of the Contract to anyone other than the Contractor without express written permission by the Town.
11. Include verbiage that reads: The Town may terminate the Contract at any time, by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished work product shall become the property of the Town. If the Contract is terminated by the Town, as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services covered by the Contract, less payment of compensation previously made. Termination of the Contract or the retention of funds by the Town shall not preclude the Town from bringing an action against the Contractor for damages or exercising any other legal, equitable, or contractual rights the Town may possess in the event of the Contractors failure to perform.
 - a) A provision allowing correction to violations of the Contract via written notice by the Town, and a 10-day period to correct such violations. However, upon failure to correct the violations, the Town will have the right to cancel the Contract, upon notice of the Town to issue termination within 7 days of the effective date of the termination.
12. Liquidated Damages: A clause providing for the compensation to the Town of Five Hundred Dollars (\$500.00) per day for each day beyond the turnover date of **August 1, 2018** where the Contractor fails to deliver completed work pursuant to the Scope of Services section of the Contract.
13. Work Product: A statement that all work products used or created in conjunction with the revaluation shall be the sole property of the Town, and that, in the event of Cancellation or Termination, such products will remain with the Town, including, but not limited to installed software and associated rights, all data and tables entered to date, analyses, data collection forms, notifications and correspondence generated or received over the course of the revaluation.
14. The Contract: A statement that the Contract shall consist of the Request for Proposal (RFP) and any amendments thereto and the Contractor Proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. The Town of Durham reserves the right to clarify any contractual relationship in writing, with the concurrence of the Contractor, and such written clarification shall govern in the case of conflict with the applicable requirements stated in the RFP or Contractors proposal.
15. Signatory Page(s): A section allowing for the signing of duly authorized officials in the Contract.

Scope of Services

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

1. **Good Faith**: The Contractor shall, in good faith, use its best efforts to assist the Town in determining accurate and proper market valuations, and will work closely with all Town Officials and Project Monitor to ensure a successful program.

2. **Public Relations**: The Contractor will take measures at all stages of the operation to foster and maintain good relations with the taxpayers of the Town, Town Officials, Agents, and Town Employees. The Contractor will further present a plan for the dissemination of information to the taxpayers via press, radio, the local cable television station, and other means that will serve to inform and educate the public at large of the following points at a minimum:
 - a) Necessity of a revaluation program
 - b) Progress and status of the project
 - c) Goals of the project
 - d) Roles of the Town, Contractor, and Project Monitor
 - e) Qualifications of the Contractor
 - f) Necessity of home/business owner cooperation
 - g) Disclosure aspects throughout the project
 - h) On-going nature of completed system

The Contractor shall make available a supervisor of the Company, skilled at public speaking endeavors, to meet with and address citizens groups, service clubs, and other interested groups as a means of establishing and promoting understanding and support for the revaluation program and sound assessing procedures and administration. The Contractor shall supply visual aids and other media at its disposal to this end.

The Contractor shall further prepare monthly public information notices advising citizens of the progress of the project. All prepared releases shall be submitted to the Project Monitor prior to public dissemination. Press releases and public notices of all kinds will first receive approval from the Town before release.

3. **Employees**: As a condition of the Contract, the Contractor's employees, agents, or sub-contractors shall at all times treat the taxpayers, residents, and Town employees with respect and courtesy. The Contractor shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

The Town, at its sole discretion, shall reserve the right to request that any employee involved in the project be removed for any reason it deems appropriate or in the best interests of the Town. The Contractor shall comply with this provision upon request by the Town Administrator.

The Contractor shall not employ or compensate, in any way, a Town Officer, agent, or employee or any member of the family of such officer or employee in the performance of any work under the Contract.

The Department of Revenue Administration, Property Appraisal Division, must first approve all employees assigned to the project for the activities they will be assigned to perform. Further, all employees assigned to the project shall be approved by the Town Administrator before commencing their activities.

All employees working outside the Town Hall or assigned office quarters will, at all times, wear an identification card, in a format acceptable to the Town, on a conspicuous location upon their person. All employees will be required to allow close inspection of the identification by any interested Town taxpayer or resident upon request.

4. **Supplies:** The Contractor shall provide all records, paper products, appraisal and data cards, computer supplies, equipment, literature, calculators, portable computers, and the like, adequate for the successful execution of the Contract.

The Town shall supply office space, lighting and furniture adequate for the purposes of executing the Contract.

5. **Forms:** All forms utilized throughout the project shall first be approved by the Town as to format, design, content, shape, size, color and quality. Such forms are to include, but are not limited to data collections forms, assessment record cards, income and expense forms, file control forms, quality control forms, telephone log forms, incident forms, inventory content forms, and the like.
6. **Assessor's Records:** The Contractor shall use a system of parcel accounting that is acceptable to the Town. Existing assessing records may be reviewed upon request to the Town; however, records are not to be removed from the assessors' office without the express permission of the Town.
7. **Turnover:**
 - a) Upon final maintenance of all properties by the Contractor, no later than **August 1, 2018**, the Contractor shall deliver to the Town, in completed and final form, and in good order, the following deliverable products:
 - An estimate of fair market value for all properties within the Town;
 - A final property record card, with data and value current and accurate, for each parcel in the Town;
 - A manual describing base values for all land and building classifications, depreciation schedules, and special conditions applied throughout the project;
 - A manual describing income, vacancy, and expense models, along with capitalization rates and schedules utilized throughout the project;
 - A manual describing coefficients, variables, or factors utilized in multiple regression routines or direct sales comparison routines including any weighting procedures;

- Documentation regarding all sales analyses and analyses of any kind performed throughout the course of the statistical revaluation, in a bound, indexed booklet or notebook;
- CAMA system in good working order, with all data and values current and accurate;
- All manuals utilized throughout the course of the project;
- Bound manual defining all codes utilized on the record cards or CAMA system;
- Source or field records with any correspondence, hearing sheets or other worksheets, including review appraisers instructions enclosed or attached;
- Maps showing delineated economic neighborhoods;
- USPAP Compliant Report.

Sealed proposals will be made in accordance with the minimum specifications enclosed, will be made part of this invitation, and will be received by the Town Assessor at the Durham Town Hall no later than **August 18, 2017** at 3 p.m.

Any correction or modification to the proposal by the vendor shall be made before the bid opening date and time, in writing. Any correction or modification must be sealed and clearly marked “Modification to Statistical Update RFP”, with the name of the proposer.

Vendor’s proposal submission **shall contain the following:**

- a) Cover Letter. A cover letter which is signed by an authorized owner or agent of the vendor, committing the vendor’s resources to complete the project on time and within the fee.
- b) Statement of Understanding. A statement confirming full understanding of the project as proposed in accordance with the Scope of Work described herein.
- c) Proof of Certification. Written certification of approval by the Department of Revenue Administration pursuant to Part 600, Administrative Rules. Each vendor, corporation, partnership, or individual must hold from the time of submission of the proposal through the completion of all work hereinafter required.
- d) Contact Information. Complete contact information of the person or persons authorized to answer questions relating to the proposal.
- e) Description of the Vendor’s Qualifications. A statement describing the vendor’s qualifications and experience and identifying the number of years actually engaged as a vendor, corporation, partnership, or individual specializing in governmental tax revaluation services.
- f) References. A complete client list, including contact information, of municipalities to which it has rendered services during the last three (3) years. At least (3) such projects shall have been performed for a municipality whose assessment list is comparable or larger than the Town of Durham.

- g) Assigned Personnel. The written qualifications of all personnel assigned to this project in the form of a résumé. Assigned personnel shall be experienced and competent appraisers who have been approved first by the NH Department of Revenue Administration and the Town of Durham for the work contemplated by this proposal.
- h) Proposed Project Completion Schedule. The vendor shall include an approximate project completion schedule recognizing the project completion date of **August 1, 2018.**
- i) Fee Schedule.
 - Broken down by task.
 - Identification of reimbursable expenses.
 - Fees and costs that would be charged in the event of an appeal beyond the local level.
 - Time and materials option including appeals.

SELECTION CRITERIA AND RESERVATION OF RIGHTS

Proposal price shall be a consideration, but lowest dollar cost shall not be the sole criteria to be considered. Consideration in the awarding of the contract will be given to price, experience, competence, quality, personnel, the ability to meet the Town’s time constraints, nature & size of the organization, and the quality of similar projects performed by the appraisal firm.

The Town of Durham reserves the right to reject any, or any part of, or all proposals; to waive informalities and technicalities and to accept the proposal that the Town deems to be in its best interest.

The Town of Durham reserves the right to undertake such investigation of the vendor as it deems necessary to evaluate qualifications. The vendor may be asked to execute releases to facilitate reference checks. Failure to execute a release if requested may result in disqualification.

SCOPE OF SERVICES

Good Faith: The Vendor shall, in good faith, use their best efforts to assist the Town of Durham in determining accurate and proper market valuations for commercial/industrial properties, and will work closely with the Town’s Assessor to ensure a successful project.

Public Relations: If called upon by the Town’s Assessor, the vendor will assist the Town in taking measures at all stages of the project to foster and maintain good relations with the taxpayers of the Town, Town Officials, Agents, and Town Employees. Such measures may include the dissemination of information to the taxpayers via appropriate local media that will serve to inform and educate the public at large of the following points:

- necessity of a Statistical Update program
- progress, status and goals of the project
- necessity of data collection or verification
- necessity of property owner cooperation

Employees: The Vendor's employees shall at all times treat the taxpayers, residents, and Town employees with respect and courtesy. The Vendor shall take appropriate and meaningful disciplinary measures against those employees who violate the terms of this provision.

The Town, at its sole discretion, shall have the right to request that any employee involved in the project be removed for any reason it deems appropriate or in the best interests of the Town. The Vendor shall comply with this provision upon request in writing by the Town Assessor.

The Vendor shall not employ or compensate, in any way, a Town Officer, agent, or employee or any member of the family of such officer or employee in the performance of any work under the Contract.

For the grading, classifying, appraising and data collection of all property covered by this contract, the vendor shall only employ personnel who are:

- Certified by the DRA, in accordance with New Hampshire Code of Administrative Rules, ASB 303 for the work they will be performing; and
- Approved by the Town.

Upon approval of the contract and before the update begins, the Vendor shall forward to the DRA a list of the approved employees assigned to the update project.

The Vendor shall ensure that a DRA certified assessor supervisor will be working on the update 100% of the time.

All employees working outside The Town Offices or assigned office quarters will, at all times, wear an identification card, in a format acceptable to the Town's Assessor, on a conspicuous location upon their person. All employees will be required to allow close inspection of the identification by any interested taxpayer or resident upon request.

Supplies, Office Space and Hours of Operation: If required, the Town of Durham shall furnish the appraisal firm with sufficient office space/furniture and allow access to telephones and other equipment, as necessary, to carry out the terms of this contract. The Assessor's office shall be open during the regular hours maintained by the Town of Durham.

Forms: All forms utilized throughout the project shall first be approved by the Town Assessor; as to format, design, content, shape, size, color and quality. Such forms are to include, but are not limited to income and expense forms, file control forms, quality control forms, telephone log forms, incident forms, inventory content forms, and the like.

All documents, records, data and other material, in manual, mechanized or electronic form, procured or produced in the performance of the project will be the sole property of the Town at the conclusion of the project, as determined by the Town's Assessor.

Assessor's Records: The Vendor shall use a system of parcel accounting that is acceptable to the Town. Existing information will be provided to the Vendor by the Town in an acceptable electronic manner. The Vendor will be allowed access to existing manual assessing records on the premises.

Data Collection: All data collection, including re-inspection/re-measuring, where necessary, will be performed by the contractor in accordance with the update procedures established by the Town's Assessor. Any parcel having had a permit since **April 1, 2017**, will be reviewed by the Assessor's Office with any changes recorded for the partial update.

CAMA System: The Town of Durham currently utilizes Vision Assessment Software. All required data changes may be performed by the Town and reviewed by the Vendor.

Sales Review: A DRA Certified Property Assessor Assistant pursuant to ASB 304.02 under the guidance of a DRA Certified Property Assessor pursuant to ASB 304.03 or DRA Certified Property Assessor Supervisor pursuant to ASB 304.04 may validate sales data.

In order to ensure that appraisals will reflect full and true value, the Town shall provide to the Vendor a copy of all property transfers located within the Town for a minimum of two (2) years immediately preceding the effective date of the Statistical Update.

All property sales shall be included in the sales book by photocopy or printout of the property assessment record card and a photograph of the principal building(s) shall be attached thereto.

The sales price and terms of the sale shall be verified by the Vendor and a notation to that effect made on the property assessment record card along with the sale price, date of the sale, and date of inspection.

The completed sales survey showing the sales used and the analysis to indicate property values with documentation of the method employed and any location factors, together with neighborhood delineation maps showing front foot, square foot or front acre, rear acre unit values, or other appropriate units of comparison shall be delivered to the Town Assessor for approval and shall become the property of the Town with a copy provided to the DRA at the completion of the Statistical Update.

Sales Analyses: A sales analysis shall be conducted to include sales from within the Town of Durham and throughout the State of New Hampshire using accepted appraisal methods in order to determine land, building and total property values. Such analysis shall include documentation of the methods employed and examples of the analyses. Accepted methodology shall include the consideration of all sales given by the municipality to the Vendor and their inclusion in the sales survey book with appropriate notations for those sales not used in the correlation of values.

Final unit values for all components used in the Statistical Update shall be presented to the Town of Durham for review and critique before valuation. This review by the Town will involve a complete review of each analysis conducted, and the documentation of the verification and adjustment process.

The development history and all analyses performed throughout the Statistical Update shall be documented and left with the Town at the conclusion of the project as a part of the project deliverables.

1. Land Analysis:

- a) All verified vacant land sales shall be inspected for unusual physical characteristics.
- b) Residual techniques shall be employed as a cross-reference to unit values developed via the analysis of raw land sales.

2. Building Analysis:

- a) Building unit values shall be determined by the analysis of construction costs in the local area.
- b) The ultimate result of the construction cost analysis shall be the establishment of replacement costs new for all types of structures found throughout Durham.
- c) Replacement costs new shall be the starting point for all other calculations utilized in the cost approach to value.

3. Depreciation Analysis:

- a) Depreciation analyses shall be performed on all sales of older buildings.
- b) Replacement costs new shall be the starting point for the calculations of all depreciation influences in the market.
- c) High and low end points, as well as depreciation curves and final depreciation schedules shall be taken directly from the local market.
- d) Final depreciation schedules of all kinds will be documented before final reviews and establishment of final values.

4. Economic Rent Analysis:

- a) An analysis of economic rent levels for all commercial and industrial and apartment space shall be performed.
- b) Information providing the basis of these analyses shall be taken from interviews with tenants, managers, and brokers, and through income and expense questionnaires mailed to owners of leased commercial, industrial, and apartment space throughout Durham, to be mailed at the Town's expense.
- c) Questionnaires sent to wholly owner occupied properties will request that the expense section be completed.
- d) All information received shall be of a confidential nature and shall not be disclosed to anyone outside the Vendor or assessing staff.
- e) Data received through this collection process shall be compiled in spreadsheet form, and will form the basis of raw data to be analyzed.
- f) Separate income, vacancy, and expense models shall be developed for each classification of commercial, industrial, and apartment property throughout the Town.
- g) Income and expense models shall be sufficiently flexible in order to reflect the varying characteristics of the Town, physical conditions and desirability of the various spaces.
- h) Final models will be indexed and tabulated in schedule form, with instructions for appraiser application.
- i) Final models will be tested against sales or known market values for tests of reasonability and accuracy.
- j) Final models and market tests shall be presented to the Town for review and approval prior to the application in the final review process.

5. Capitalization Rates:

- a) An analysis shall be undertaken to determine proper capitalization rates for the various income producing space throughout Durham.
- b) Where possible, rates should be determined from the sales of income producing space where the income and expenses are known.
- c) Market surveys will be performed utilizing standard and acceptable sources of economic data publications.
- d) Final capitalization rates shall be indexed and tabulated according to the property types, classes, and locations to be applied.
- e) Final models and market tests shall be presented to the Town for review and approval prior to the application in the final review process.

Valuation Process: The Vendor shall assign estimates of fair market value as of the effective date of valuation for all taxable properties in Durham that are part of the Vendor's responsibilities. The Vendor shall also make diligent efforts to ensure uniformity in the application of influence factors and schedule assignments, as well as the accuracy of codes, classification and data.

- a) Preliminary Values: after submission and acceptance of the various analyses and final models as described in the previous section, preliminary values shall be generated for all properties that are part of the Vendor's responsibilities. A preliminary ratio study will be performed at that time and delivered to the Town for reference.
- b) Final Reviews: all properties will receive an on-site review by an experienced, qualified, and accepted appraiser. The appraiser will review each property for:
 - 1) proper classification
 - 2) data accuracy
 - 3) accurate assignment of codes and parameters, percent complete and other indicators of value
- c) Residential Properties: properties of this category will be appraised via the cost approach, income approach, and the market approach to value. Each parcel will be reviewed in-field, by an experienced and qualified appraiser, for reasonability of the preliminary estimates of value, and will modify the valuation parameters as required.

Town Review:

- a) The Vendor, after performing maintenance of values resulting from field reviews, shall turn over the refined preliminary estimates to the Town for review of conclusions.
- b) Upon completion of the in-field final reviews, maintenance, and final pricing, the Vendor shall perform a sales ratio analysis and deliver to the Town for review.
- c) Upon completion of the reviews by the Town, the records will be returned to the Vendor, with the results of their reviews and recommendations for action, if any.
- d) The Vendor shall review the recommendations and perform those requests for action or discuss alternate measures.

Notices of Value and Informal Reviews: Once preliminary values are available, notices of value will be mailed to each property owner at the expense of the Town. Taxpayers will be given an opportunity to informally discuss the value with the Vendor. A place of mutual agreement will be determined and the Town will assist in the coordination of informal hearings.

Training: The Vendor shall provide training to the assessing staff in the methodologies and procedures used in the project sufficient for the staff to maintain the methodology until the next update.

Formal Appeals: The Vendor agrees to furnish the services of a qualified representative for the Statistical Update for any and all requests for abatement at the local level.

The vendor will also provide a fee schedule detailing the costs for appeals to the BTLA or Superior Court.

Turnover: Upon final maintenance of all properties by the Vendor, no later than **August 1, 2018**, the Vendor shall deliver to the Town, in completed and final form and in good order, the following deliverable products:

- a) an estimate of fair market value for all properties situated within the Town which were appraised by the Vendor;
- b) **USPAP Compliant Final Appraisal Report** (RSA 21-J:14-b, 1, (c)). This report shall follow closely the most recent Edition of the Uniform Standards of Appraisal Practice (USPAP). The report shall contain the following sections:
 - A Letter of Transmittal.
 - A Certification Statement.
 - A section detailing the Scope of Work.
 - A section detailing sales, income, and cost approaches to value including all valuation premises.
 - A section including all tables pertinent to the valuation process along with the cost data and schedules developed along with neighborhood delineation maps for the valuation of residential, commercial, industrial, manufactured housing and exempt properties.

A section including statistical analysis and testing. The Vendor shall bind the USPAP Compliant Final Appraisal Report for use as an appraisal manual. The Vendor shall instruct the Assessors in the use of the manual so that the assessors shall have an understanding of the appraisal process being utilized. Upon completion of the Statistical Update, the Vendor shall deliver one copy of the manual to the Assessor's Office and one copy to the Department of Revenue Administration.

All information utilized in the completion of this project shall be turned over to the Town by **August 1, 2018**. All data shall be accepted by the Assessor before the project can be considered complete.

The original or a copy of all records and computations, made in the course of this project shall at all times be the property of the Town and upon completion of the project or termination of the contract by the Town, shall be left in good order in custody of the Town's Assessor.

Services To Be Performed By The Municipality: The Town shall furnish one (1) copy of each property record card that comprises the project.

The Town shall furnish one (1) set of updated tax maps showing streets, property lines and parcel identification numbers.

The Town shall make available building permits relevant to the project.

The Town shall furnish the Vendor sales information relevant to the project in a format acceptable to both parties.

The Town will furnish reasonable access to the assessing software and other applications or programs in order to facilitate the project.

The Town shall make corrections to tax maps as of April 1, of the update year where lots have been subdivided or apportioned and notify the Vendor of all ownership, name and address changes of which it has knowledge.

The Town shall provide suitable office space with desks, tables, and chairs for the use of the agents and employees of the Vendor in performing their necessary work.

The Town shall coordinate a schedule for informal hearings and shall provide a location for same.

CHANGES, SUBLETTING, COMPLETION DATE & TIME SCHEDULE

A. Changes and Subletting of Contract; Revisions, Modifications, Subletting

The appraisal firm shall not change, modify, assign, transfer, delegate or sublet the contract, or any interest or part therein without first receiving written approval from the Town of Durham, the Department of Revenue Administration and the bonding Company. It shall be mutually agreed and understood that said consent by the Town shall in no way release the appraisal firm from any responsibility or liability as covered in these specifications and contract.

B. Time Schedule

The project shall start no later than thirty (30) days after execution of the contract or other schedule agreed upon by the parties in writing.

All pertinent information including supporting documentation shall be finalized and turned over to the Town no later than August 1, 2018.

C. Assessment Date

The completed project will be the basis for an **April 1, 2018 assessment date**.

GENERAL CONDITIONS

A. Cancellation and Material Breach

If the appraisal firm does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the appraisal firm shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then and forthwith thereafter, the Town shall have the right at its option and without prejudice to its right hereunder to terminate the contract and withhold any payments due.

Should the appraisal firm fail to fulfill, in a manner deemed timely and satisfactorily to the Town, its obligation under the contract, or if the appraisal firm should violate any of the material covenants, conditions or stipulations of the contract, which failure or violation shall continue and is not cured for fifteen (15) days after written notice and description of said failure or violation is provided by the Town and is received by the appraisal firm; then the Town shall have the right to terminate the contract by giving written notice to the appraisal firm of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination; and the appraisal firm shall remain liable for the breach of the contract by the appraisal firm.

If this termination clause is invoked, the appraisal firm, its agents and employees shall, at the Town Assessor's direction, vacate the office space provided by the Town in an orderly fashion, leaving behind all records, properly filed and indexed, as well as all other property of the Town, in good condition. Any funds held by the Town under the contract shall become the property of the Town to the extent necessary to reimburse the Town for its cost in obtaining another contractor and supervising the transition. To the extent that any funds held by the Town under the contract do not cover the Town's costs to obtain another contractor and to supervise the transition, the appraisal firm shall be liable to the Town to reimburse the Town for such costs. Termination of the contract and retention of funds by the town shall not preclude the Town from bringing an action against the appraisal firm requesting damages or exercising any other legal, equitable or contractual rights the Town may possess in the event of the appraisal firm's failure to perform, including but not limited to, recovery costs and attorney's fees.

B. Excusable Delays

In no event shall either party be liable to the other for any delay or failure to perform which is due to any act of God, or actions of civil or military authorities, civil disturbance, wars, strikes, fires, natural catastrophes or other similar causes beyond the control and without the fault or negligence of the party claiming excusable delays.

C. Deliverable Products

All documents, records, data and other material, in manual, mechanized or electronic form, procured or produced in the performance of the project will be the sole property of the Town at the conclusion of the project, as determined by the Town Assessor.

PROTECTION OF THE TOWN

A. Bonding

The appraisal firm shall, to secure the faithful performance of the terms of the contract, furnish to the Town a Performance Surety Bond within fifteen (15) days of the execution of the contract, in the amount of the contract, such bond shall be issued by an admitted bonding company licensed to do such business in the State of New Hampshire within an A.M. Best Company rating of “A+” or better. Said bond shall be delivered to the Town prior to the commencement of actual work and shall be in a form satisfactory to and approved by the Town’s Attorney. This bond shall secure performance of all the appraisal firm’s obligations under the contract.

B. Indemnification and Insurance

1. The appraisal firm agrees to defend and indemnify the Town against claims for bodily injury, death and property damage, which arises in the course of the appraisal firm’s performance of the contract.
2. The appraisal firm shall not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances, which are beyond the appraisal firm’s reasonable control.
3. The appraisal firm shall maintain public liability insurance, automobile liability insurance and workmen’s compensation insurance.
4. The public liability insurance shall be in the form of commercial general liability with the inclusion of contractual liability coverage and shall provide limits of:
 - a) \$1,000,000 each person;
 - b) \$1,000,000 each occurrence for bodily injury liability, and
 - c) \$1,000,000 each occurrence for property damage liability; and
5. **The automobile liability insurance shall be in the form of comprehensive automobile liability and shall provide limits of:**
 - a) \$1,000,000 each person; and

b) \$1,000,000 each occurrence for bodily injury liability; and

6. The appraisal firm shall provide to the Town:

a) Certificates of insurance, written by an insurer licensed in the State of New Hampshire, confirming the required insurance coverage shall be provided to the Town; and

b) A thirty (30) day written notice of the cancellation or material change in the required insurance coverage.

C. Liquidated Damages

1. Failure of the appraisal firm to complete all work prior to the date specified herein, **August 1, 2018**, shall cause the appraisal firm to pay the Town **FIVE HUNDRED DOLLARS (\$500.00)** per calendar day beyond the specified date of completion. Said amount being stipulated by the parties as reasonable and not greatly disproportionate to the presumable loss or injury. Such loss or injury being real but uncertain in amount or difficult to prove, causing the parties to liquidate them in advance. For the purpose of this liquidated damages only, completion of all work is defined as follows:

a) Complete collection and analysis of all pertinent income and expense information including all supporting documents, as it relates to the commercial property in this project.

2. These liquidated damages, if applied, shall be deducted from the contract price. Delays occasioned by war, strike, explosion, or acts of God or an order of court of competent jurisdiction are accepted.

D. Warranties

The appraisal firm represents and warrants that any services provided by the appraisal firm hereunder, shall be rendered in a professional manner by qualified personnel trained and skilled in the performance of the specific service involved and that the appraisal firm shall employ qualified personnel in such positions as are necessary to execute or to fulfill all the terms and conditions of the agreement and that such personnel shall possess the minimum qualifications previously stated in this document.

PAYMENT SCHEDULE

A. The Vendor will submit monthly itemized invoices that accurately indicate the extent and nature of the work performed by volume, street, category or in any other manner required by the Assessor. Payment shall be within thirty (30) days of invoice date.

Upon the Assessor's determination that the invoice accurately portrays the work performed during the previous month, a percentage payment, representing ninety (90)

percent of the proportion of the total work completed for that month shall be paid to the appraisal firm.

Ten (10) percent of the total contract amount shall be withheld until such time as the Assessor determines the appraisal firm has performed fully and satisfactorily all of its obligations, requirements and litigation support under the terms of the contract.

All monthly progress reports and work completed will be subject to the review and approval of the Assessor.

Request for Proposal - Durham, NH Statistical Update

FORMAT AND CONTENTS

Proposals shall include the following information. Indicate with an (X) in the box at the left that they have been included with the proposal:

- Cover letter with a statement committing the vendor's resources to complete the project on time and within fee.
- A statement of full understanding of the project as proposed herein.
- A statement recognizing a completion date of **August 1, 2018**.
- Name, telephone number and e-mail address (if available) of person(s) to be contacted for further information and clarification. The name of a person to whom all official notices or correspondence shall be sent, and the correct mailing address of the individual.

Listing of all municipal related work completed during the past three (3) years, including client contact, telephone number, and size of municipality (indicated by number of real estate parcels, scope of services rendered, and date completed).

Listing of all municipal related work now underway or under contract, including client contact, telephone number, size of municipality (indicated by number of real estate parcels, scope of services rendered, and date to be completed).

Listing of personnel to be assigned to the project including years of experience in current position and other positions, municipalities served and their roles in those revaluations. Résumés of personnel assigned along with certifications, designations, licenses, or other documentation indicating the assigned personnel meet the required minimum qualifications.

Indication of the number of years engaged as a company, firm, corporation, partnership or individual specializing in the type of work outlined in the project.

Estimated date of completion if prior to **August 1, 2018**.

Sample invoice and progress report.

<input type="checkbox"/> Costs	Price Per Parcel	\$ _____
	Total Price Bid	\$ _____
	Defense of values @ local level/per parcel	\$ _____
	Defense of values @BTLA/SC/per parcel	\$ _____
	Supplemental Costs	\$ _____
	Time & Materials	\$ _____

That the pricing contained in this submittal is valid until _____(date).

Addenda Acknowledgement

Receipt of _____ (No.) addenda is hereby acknowledged.

Optional additional comments by vendor _____

Respectfully submitted _____

Authorized Signature Date

Company Name
Proposal

Printed Name of Individual Signing

Address 1

Title

Address 2

Telephone

City, State and Zip Code

Fax Number

Date Submitted

E-Mail Address

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Durham.

_____ We are not submitting a proposal for this project, however, please continue to send us bids and proposals in the future.

**Addendum to:
Request for Proposal - Durham, NH
Statistical Update - Residential Properties**

- 1) Durham's municipal assessor will assist with the sales analysis, determination of revised base rates and final field review.
- 2) Durham's municipal assessor will be an observer during the final hearing process with taxpayers regarding their revised assessments.