



Town of Derry, New Hampshire

REQUEST FOR PROPOSALS

ASR 19-001
February 22, 2019

**2019-2024 Assessment Updates and Cycled Inspections;
2019 Town-wide Reassessment;
2019-2024 Assessor duties**

Offered by:
David R. Caron, Town Administrator

RFP Process Coordinated by:
Susan Hickey, CFO
susanhickey@derrynh.org
603-432-6103

Acceptance Date: March 21, 2019 – at 2 p.m.

Opening of Proposals: Submitted proposals will be opened at 2:30 p.m. on March 21, 2019 in the 3rd floor training room of the Derry Municipal Center, 14 Manning Street, Derry, NH 03038.

Introduction: The Town of Derry, New Hampshire (Town) has a base parcel count of 11,828. Since 2006 the Town has annually performed mass appraisal adjustments based upon market trends. The Assessing Department currently uses VISION CAMA version 6.5 and will be upgrading to version 8 in 2019. The Town operates on a fiscal year basis beginning July 1 but seeks to structure the contract with an end date of December 31, 2023. The Town is seeking proposals from qualified assessing consultants/contractors to perform assessing updates and other pertinent functions for the Town as outlined in the Scope of Service Items detailed within the body of this document. All work completed for the tax years beginning April 1, 2019 thru April 1, 2023 will be compliant with pertinent New Hampshire Statutes, New Hampshire Assessing Standards Board Rules, and Rules of the Department of Revenue Administration (DRA). The Assessor is required to complete the DRA's *SUMMARY INVENTORY OF VALUATION*, form *MS-1*, timely for submission no later than the due date of October 1, 2019 for the Revaluation year and August 31 annually thereafter. Project turnover in a non-revaluation year must occur no later than July 31st annually.

PURPOSE

The intent of this Request for Proposals (RFP) is to obtain the most advantageous relationship available for a five-year period. The ideal Company will provide highly qualified and responsive consultation and representation at competitive prices, making specific recommendations to the Town, through the CFO on how to proceed within all areas of the Scope of Work outlined below.

SPECIFICATIONS

All respondents shall meet or exceed the minimum requirements contained herein.

INSTRUCTIONS TO BIDDERS

Submission of Bids

Pricing must be inclusive, clear, and concise, including such other information as requested or required. A Cost Proposal Form must be submitted, as well as the Certifications and Information Release Form, found at the end of this RFP. The submitted response to this RFP must be completely and properly identified, indicating the title of the RFP (**2019-2024 Assessment Updates and Cycled Inspections; 2019 Reassessment; 2019-2024 Assessor duties**) and the acceptance date and time. An original and four copies of the proposal are to be submitted. All proposals must be sealed and received by 2:00 p.m. on Thursday, March 21, 2019. Any submission submitted after this deadline may be rejected. Bids may be either mailed to David Caron, Town Administrator, 14 Manning Street, Derry, NH 03038 or hand delivered to the Derry Municipal Center, Town Administrator's Office, 3rd Floor, 14 Manning Street, Derry, New Hampshire.

The Town Administrator along with the Town Council, or designee, shall review and evaluate all proposals in accordance with the criteria contained herein and the provisions of applicable state and federal laws.

No proposal may be withdrawn after it is filed unless the Company makes a request in writing to the Town prior to the time and date set for the opening of proposals or unless the Town fails to award or issue a notice of intent to award a Contract within sixty (60) days after the date and time set for opening proposals.

Inquiries

No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this Bid Invitation. Every request for such interpretation or request for change in the specifications or terms and conditions shall be made in writing. Inquiries pertaining to the RFP must cite its title and acceptance date. All inquiries related to this RFP must be in writing and are to be directed to the CFO, Susan Hickey, Derry Municipal Center, 14 Manning Street, Derry, and, preferably by email, to susanhickey@derrynh.org.

Questions must be received by March 8, 2019 at noon. Every interpretation made to a Bidder will be in the form of an addendum to this RFP, which if issued, will then be posted on the website: <https://www.derrynh.org/bids-rfps/>. All such addenda shall become part of the complete RFP. It is

the Bidder's responsibility to check the website prior to the submittal deadline to ensure that the Bidder has a complete, up-to-date RFP.

Competition Intended

It is the Town's intent that this RFP shall permit competition. It shall be the bidder's responsibility to advise the Town in writing if any language, requirement, specification, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Town not later than ten (10) days prior to the deadline date set for proposals to be accepted.

Reservation of Rights

The Town of Derry reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town. The Town reserves all rights to negotiate with the consultant of its choice based not solely upon cost alone, but on the qualifications and ability of the consultant to perform, consistent with the Town's intent, requirements, time schedule, and funds availability. The Town further reserves the right to:

- Not award a contract for the requested services;
- Waive any irregularities or informalities in any proposals;
- Accept the proposal deemed to be the most beneficial to the public and the Town; and
- Negotiate and accept, without advertising, the proposal of any other respondent in the event a contract cannot be successfully negotiated with the selected firm.

Firm Pricing for Town Acceptance

Pricing must be firm for each year of the contracted periods; FY 2020 (July 1, 2019 through June 30, 2020), FY 2021 (July 1, 2020 through June 30, 2021), FY 2022 (July 1, 2021 through June 30, 2022), FY 2023 (July 1, 2022 through June 30, 2023), and FY 2024 (July 1, 2023 through December 31, 2023) for the life of the contract.

Late Proposals

The Town will not be responsible for late mail deliveries and no proposal will be accepted if it is received after the time stipulated in the Acceptance Date above. At the Town's discretion, late proposals may be returned to the bidder unopened, if bidder's return address is shown on the container.

Basis for Award

In reviewing proposals, the Town will carefully weigh:

- Depth and breadth of experience and expertise in the assessing field in those matters referenced within state laws, most specifically New Hampshire Revised Statutes Annotated

(RSA's) 75:1, 75:8 (Revised Inventory), 75:8-a (Five-Year Valuation), and any others inferred here by reference;

- Capability to perform assessing services promptly and in a manner that permits the Town's administration to meet established deadlines, Assessing Standards, and/or State Rules, to act expeditiously in such matters and to operate in an effective and efficient manner;
- Degree of availability for quick response to inquiries that arise out of day-to-day operating questions or problems;
- Degree to which the firm and individual appraisers, supervisors and data collectors, stay current through continued professional development and active communications with practitioners within the assessment and appraisal communities within the State of New Hampshire and generally the New England and Northeast Region of the United States;
- Communication skills;
- References;
- Cost of services; and
- Other qualifications/criteria as deemed appropriate by the Town Administrator.

Any appointment resulting from this RFP will not necessarily be awarded to the bidder with the lowest fees. The appointment shall be awarded to the compliant bidder whose proposal best meets the needs of the Town of Derry, in the judgment of the Town Administrator. The Town reserves the right to negotiate the terms and conditions of a contract with the successful firm or firms to obtain the most advantageous situation for the Town.

Minimum Standards:

The Company will complete the following work in accordance with the best practices of the profession. The company shall comply with all applicable laws of the State of New Hampshire and Administrative rules adopted by DRA and the ASB.

- Qualifications - Each firm shall employ experienced and competent review appraisers, appraisers and data collectors, who have all been certified by the DRA in the data collection, grading, classifying and appraising of all property covered by the Scope of Work within this document.
 - A list names and DRA-certified level employees under the contract working in the Town shall be submitted.
 - All personnel must have undergone a recent criminal background check and proof thereof submitted to the Town.
- References - All bidders shall include with their proposal a list of at least five (5) current references for whom comparable work has been performed within the past five (5) years. This list shall include name of the municipality, person to contact, address (both mail and email) and telephone number. Failure to include references may be ample cause for rejection of a proposal as non-responsive.

PROPOSAL REQUIREMENTS

The purpose of all submitted proposals is to demonstrate the qualifications, competence and capability of the firms seeking to provide assessing services to the Town of Derry in conformity with the requirements of this request for proposals. An original and four (4) copies of the proposal are required to be submitted.

Items to be addressed:

The proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the individual's or firm's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following Scope of Services must be addressed.

Scope of Service Items: 2019-2024 Assessment Updates and Cycled Inspections;

Inspections/Verifications/Assistance:

- Cycled inspections – 20% of all improved properties, exclusive of sales inspections and permit field work (average 20% parcel count is approximately 2,400 improved properties) each year. Inspections will require call-back inspections for those properties where no one was home at the initial time of arrival. Depending on volume, internal Staff may complete some of this work. This work is NOT intended as a reassessment of any properties, but a review of description data for improvements on the properties visited. That review may lead to a change in the assessed value of a particular property.
- Sales Inspections - all properties that have transferred during the assessing year (historically approximately 1,000 per year). This work is NOT intended as a reassessment of any properties, but a review of description data for the property sold and visited.
- Active Building Permit Inspections – to include digital photographs of all permitted work. (approximately 750 per year)
- Provide Technical Assistance - with review and investigation of 2019 through 2023 abatement applications received by the town, in relation to any assessment changes during the contract period.
- Represent the Town and/or testify in hearings before the Board of Tax and Land Appeals (BTLA) and/or Superior Court – Conduct informal taxpayer hearings as needed, meet with taxpayers as part of ordered settlement meetings, and provide technical assistance, appraisal services, and representation at formal hearings.
- Data Entry Assistance - Company shall provide data entry services (VISION CAMA System) in conjunction with Town staff as needed upon mutually agreed scheduling; typically, this work encompasses 50 to 60 days per year. This task will be shared with internal Staff, and depending on volume, the Town will seek Company assistance.

Analyses:

1. Assessment Update Activities:

- Discussions of the results of sales data analysis between Company and CFO will occur during the month of May in each year of the contract to assure compliance to RSA 75:1, the Assessing Standards Board and DRA Rule requirements for equitable assessments. The successful bidder shall, upon analysis of sales and other market data, recommend to the Assessor:
 - That modifying existing assessments is necessary to ensure that all assessments reflect 90% to 110% of market value as of April 1st for each year 2019 to 2023.
 - Action/verification that ensures the assessment ratios for all classes of property fall within 5% of the median ratio of the Town;
 - It is expected that assessments for most properties, as of April 1, 2019, will also reflect the requirements of RSA 75:8 the Revised Inventory procedure. The Town's last 'values anew (RSA 75:8-a Five-Year Valuation)' year will be completed as of April 1, 2019. The intent of this contract is to update assessments every 2nd year in conformance with RSA 75:8, after 2019 until the next 'values anew' year effective April 1, 2024.
- Stratified sales analyses shall be performed on all property classes, with a report to be provided to the Town Administrator for review and consideration. The report shall include a recommendation of action(s) required pursuant to RSA 75:1. This may require field reviews that may take place for Residential and the following classes of properties.

Field Review:

1. Industrial Properties: All industrial properties may be reviewed, at the direction of the CFO, for consistency in land and building assignments and indicating that they are appraised consistent with RSA 75:1. A report with specific recommendations shall be made to the CFO indicating the status of the assessments compared to market data prior to the conduction of appraisal field reviews (approximately 75 properties).
2. Commercial Properties: All Commercial properties may be reviewed, at the direction of the CFO, for consistency in land and building assignments and indicating that they are appraised consistent with RSA 75:1. A report with specific recommendations shall be made to the CFO indicating the status of the assessments compared to market data prior to the conduction of appraisal field reviews. (Approximately 350 improved commercial properties)

Reports, Notifications, Informal Hearings, USPAP and Photographs:

- USPAP Compliant Report: At the conclusion of each year's project, a full Uniform Standards of Professional Appraisal Practice (USPAP) report shall be produced and submitted to the Town to serve as explanation and documentation of all changes in assessment. Standard 6 and pertinent DRA Administrative Rules shall govern the scope of said report.
- Data Collection Manual: At the start of the project the current Data Collection Manual in use by the Assessing Division will be reviewed and updated with input by the Company and CFO, as necessary to reflect any and all data collection procedures, etc., for all property types.
- Digital Photographs: Photographs shall be taken in digital form for each parcel resident in CAMA that does not have a photo of the primary structure(s). Photographs will be presented to the CFO in a format consistent with the VISION CAMA system in place and presented in an organized listing for accurate upload to the CAMA system.

Scope of Service Items: 2019 Town-wide Reassessment;

The reassessment update, known as the "Project" requires the complete appraisal and reassessment of all real taxable property and all tax-exempt real property, including Town-owned property, located within the corporate limits of the Town of Derry, New Hampshire.

A. The successful Company will be required to ensure that the reassessment update Project data is collected and organized as necessary to ensure successful installation, implementation and full performance on the Town's (CAMA) System.

B. The Company that executes a contract with the Town of Derry shall furnish all labor, materials, supplies and equipment, and shall perform all work for the Project in strict accordance with these contract specifications and shall be in compliance with the State of New Hampshire Department of Revenue Administration (DRA) Administrative Rules governing revaluations Chapter 600.

C. The Project shall be subject to the approval of the CFO and Town Administrator. The CFO shall have final approval of personnel, forms, records and materials utilized in this Project. The Project shall conform to the Standards and Qualifications defined in Chapter 600, (and all other) Rules of the Department of Revenue Administration, State of New Hampshire (DRA).

D. The values to be determined shall be full market value as defined in the New Hampshire Revised Statutes Annotated and any New Hampshire Supreme Court decisions. Basis of valuation shall be the recognized methods of appraising real property, as defined by the Appraisal Institute and the International Association of Assessing Officers (IAAO).

E. The Project shall include the valuation, as of April 1, 2019, of the following categories of real property within the Town:

1. All taxable real property, including land, buildings and improvements
2. All tax-exempt real property, including Town owned property
3. Up to 102% of the properties specified in section I below.

F. The Town shall make all decisions regarding the taxable status of any property.

G. The Company shall gather and organize data to ensure that it is compatible with the data formats specified by the CAMA system.

H. The effective date of this revaluation Project shall be for the assessment date of April 1, 2019. Valuations and appraisals of all taxable and exempt real property shall reflect full market value as of April 1, 2019.

I. Approximate number of parcels as of April 1, 2019, is as follows:

- 10,054 Residential (including 2,699 residential condominiums)
- 243 Tax Exempt
- 377 Commercial/Industrial
- 551 Vacant Parcels
- 479 Manufactured Homes

J. Pertinent TOWN Data:

- Last revaluation was effective as of April 1, 2014.
- Estimated Population as of 2016 is 33,246.
- The total area of the corporate TOWN is 36 square miles.
- As of April 1, 2019, there were 11,828 parcels in the Town of Derry representing \$3,521,832,758 in total valuation.

PROJECT COMPLETION AND RELATED TIME SCHEDULE

Time Schedule

- Revaluation work shall start in the Town no later than fifteen (15) days after the start of the fiscal year July 1, 2019.
- All corrected and finalized appraisal cards shall be completed and turned over to the Town no later than October 1, 2019.

Assessment Date

The completed appraisals, upon approval of the Town, will be the basis for the assessment date of April 1, 2019. All data contained on the appraisal cards, and the software package shall reflect the assessment date of April 1, 2019.

RECORDS

Records are Town Property

The original or a copy of all records and computations, including machine readable data bases, made by the Company in connection with any appraisal of property in the Town 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 the custody of the Town's CFO. Such records and computations shall include but not be limited to:

- Tax Maps
- Land Value Maps
- Materials and wages, Cost Investigations and Schedules
- Data Collection Cards, Final Property Record Cards with Property Valuations and separate sketches
- Income and Expense questionnaires and information returned regarding them
- Cost Sheets
- Comparable Sales Sheets
- Sales Data
- Capitalization Rate Data
- Depreciation tables
- Computations of land and building values
- All letters of memoranda to individuals or groups explaining methods used in appraisals

The Company shall use a system approved by the Town Administrator for the accurate accounting of all records and maps that may be taken from the files of the Town in connection with appraisal work. All such records and maps shall be returned immediately. None of the Town's records shall be taken outside of the corporate limits of the Town of Derry without prior permission of the Town.

INFORMAL PUBLIC HEARINGS

- A. At a time mutually agreeable to the Town and the Company, the Company shall hold public hearings so that the owners of property, or their legal representatives, may appear at specified times to discuss with qualified members of the Company's staff, the assessed valuations of their property. The Company personnel shall explain the manner and methods of arriving at value.
- B. The Company, in conjunction with the Town, shall schedule a sufficient number of hearings in order to expeditiously and fairly handle all taxpayer inquiries as they pertain to the assessment of their property. Any information offered by the taxpayers shall be given consideration and adjustments shall be made where warranted.
- C. After the hearings, the Company shall be responsible for sending a notice to each taxpayer, or his or her representative, who appeared at a hearing seeking a review of the assessment. Such notice shall include the adjusted assessment or a statement that no change is warranted.

INFORMATION

Throughout the appraisal process, the Company shall satisfy all requests made by the Town for information as to the Company's planned work schedule for the Project, personnel employed on the Project, appraisal methods and procedures utilized, and the status of the work. Written status reports, provided by the Company at least monthly, are required throughout the duration of the Project.

BUILDING COST SCHEDULES

A. General

The Company shall prepare for usage in the CAMA program, as hereinafter specified, building cost schedules. Said schedule will reflect the square foot cost method based upon the square foot area of building as applicable. The schedules shall reflect market extracted and documented building Replacement Cost New (RCN).

These schedules shall be used in computing the replacement cost in the Town for all residential, commercial and industrial construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead profit, engineer and architect fees and all other direct and indirect costs of the construction. In order to insure accuracy before using such unit costs, the Company shall perform data tests by using costs against actual appraisals of buildings whose actual current costs are known.

B. Types of Cost Schedules

1. Residential

Residential cost schedules shall include schedules for various classifications, types, models and story heights on a per square foot basis, normally associated with residential buildings. Schedules shall consist of unit base prices based upon definite specifications for houses of various types and quality of construction and reflect the building customs and practices in the community. The schedules shall be complete for various story heights and cover ground areas adequate for the valuation of all types of houses with tables for additions and deductions for variations from base specifications including schedules for garages, along with prices for different types of heating systems, bathrooms, porches, and schedules for other building improvements usually found on residential property (including but not limited to; swimming pools, barns, sheds, tennis courts, decks, tiling, sunroom, patio, among others).

2. Commercial

Commercial building cost schedules shall be prepared in unit costs of materials in place and charted on a per square foot basis and shall be prepared for various story heights and contain all the additions and deductions for construction components from base specifications.

3. Industrial and Special Structures

Cost schedules for industrial and special purpose structures shall be prepared in unit costs of materials in place and charted on a per square foot basis and shall be prepared to contain all the additions and deductions for construction components from base specifications.

4. Farm

Cost schedules for farm structures shall be prepared for square foot or cubic foot costs for various types of farm buildings, including, but not limited to: barns, sheds, silos, milk houses, coops, horse arenas, riding stables, etc.

5. Physical Depreciation Schedules

Physical depreciation schedules or methods to be used in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial and farm buildings. Functional and economic depreciation shall be determined on an individual property basis. Residential depreciation schedules shall be market extracted and documented depreciation tables.

APPRAISAL SPECIFICATIONS

A. Appraisal of Land

The Company shall appraise all residential, commercial, industrial, farm, special use and exempt and non-taxable land within the Town. The Town shall provide two (2) sets of tax maps and information regarding variances and special exceptions granted by the Town.

1. Land value study

- a) Land value shall be determined on the basis of highest and best use.
- b) Vacant land sales data shall be analyzed on all sales occurring during the two (2) years prior to April 1, 2019.
- c) Improved property sales data shall be analyzed on sales occurring during the two (2) year period prior to April 1, 2019, in order to determine relative land value by the Abstraction Method.
- d) The analysis and application of sales data shall be governed by procedures and techniques approved by the Town.
- e) Company shall consult owners, realtors, banks, appraisers and other sources for information relative to land values in the Town.
- f) The Company shall consider, but not be limited to, factors affecting land value, such as location, available utilities, size, shape, view, improved/unimproved, rights-of-way, easements, special exceptions, non-conforming uses, flood plains, special purpose uses and form of ownership.
- g) All factors affecting value and valuation computations, including but not limited to those listed above shall be entered on the master file and the appraisal cards.

2. Land Value Unit

The Town, in consultation with the Company, shall determine what type of land unit value shall be used for the various types of property and various locations. The front foot, square foot, acreage, fractional acreage and per lot units shall be considered.

3. Land Value Map

The Company shall delineate the land value units on all streets and acreage in the Town on a suitable map to be provided by the Town. The land value map shall be returned to the Town prior to the completion of the reassessment PROJECT.

4. Neighborhood Delineation

After consideration of the environment, economic and social characteristics of the Town, the Company shall, with the cooperation and approval of the Town, delineate 'neighborhood' units within the Town. Each neighborhood unit will exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code which will be used for valuation. These neighborhood numbers shall be recorded and maintained on property record cards, Town maps and the computer data base.

B. Appraisal of Residential Buildings and Structures

4. The Town of Derry has instituted a cycled inspection program where all Residential properties have been inspected and measured at least twice within the past ten years. It will not be necessary for the Company to inspect or measure and list all residential buildings. It is expected that the Company may wish to inspect properties it feels necessary to properly classify, price and review the physical construction details of all residential buildings and structures and all structural improvements appurtenant to residential property in the Town on proper forms as previously covered in these specifications. The Company shall review this section with the Town prior to commencement so that the Company has a complete understanding of the criteria in this section.

2. Interior Inspection

- a) The Company shall guarantee to make a careful inspection of the interior of 100% of all properties it inspects except for the following conditions;
 - Unoccupied buildings
 - The owner has refused entry to the property
 - Structures that are unsafe
 - Inhabitants that appear dangerous or threatening
 - Any other reason which the Town and the Company agree makes the property inaccessible
- b) Properties whose owners have not answered Company letters requesting an appointment for inspection will also be excluded from the total number of properties in computing the 102% figure.
- c) The lister (data collector) shall have each interior inspection verified, including the date of inspection, by having an adult owner or resident of each building or dwelling unit sign the field card.

- d) When entrance to a building for inspection is refused, the lister shall make note of the fact, and notify the Town in writing within twenty-four (24) hours, giving the facts as to the time of the visit, if possible, the name of the party refusing entrance and any other pertinent information. The Town shall review the situation and, if unable to gain the cooperation of the party involved, shall notify the Company that it shall proceed to estimate the value of the building on the basis of facts ascertainable without entry, making adequate notations of the lack of cooperation and the manner of arriving at value on the card.
 - e) The property listing card shall indicate the initials of the lister and the date of the listing.
 - f) If after one (1) attempt contact was not established with the property owner, a notification letter approved by the Town shall be mailed by the Company, notifying the property owner that the representative of the Company was not able to make contact. The notice will request that the property owner contact the Company by mail or telephone for alternative arrangements for the inspection of the property. Refusals and lack of response to the Company's letter shall not be counted in the category of non-inspected properties.
 - h) For each property which is not inspected in accordance with (a) through (f) as listed above, the Town may assess a penalty of Twenty-five Dollars (\$25.00) to be deducted from the Contract price.
3. Exterior Inspection
- a) Reference to section B, 1 above is made in regard to the Town of Derry's cycled inspection program. As such, the perimeter of all residential buildings and improvements that it is determined that the Company shall measure shall be carefully measured. The Company is responsible for the accuracy of all exterior information. The Company shall review this section with the Town prior to commencement so that the Company has a complete understanding of the criteria in this section.
 - b) All residential buildings shall be measured to the nearest one-foot. Story heights of the various sections and subsections shall be noted on the property record card.
 - c) An outline sketch, prepared to scale, shall be made for each parcel.
 - d) Physical data of the site (land only) shall be recorded from existing records and verified at the site.
4. Review
- a) All properties inspected, measured and listed shall be reviewed in the field by the Company's personnel qualified as reviewers, as previously prescribed in

these specifications.

- b) The properties shall be reviewed for classification, final value, and correct listing information and to assure that they are correlated to comparable properties. The Town shall be so notified of the dates of reviewing so that any officers, employees or representatives may accompany the reviewers during this phase of the Project.

5. Pricing and Valuations

- a) Pricing and valuations of all land and buildings must reflect the fair market value as of April 1, 2019, at least 90% and not more than 110% with the sales in-hand at the time of turnover of the Project and shall be done from and in accordance with the Company's previously approved manuals and schedules.
- b) The final valuation shall be the market value of the structures plus the market value of the land. In arriving at the market value, the structure's replacement cost less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the appraisal card.

6. Sales Analysis

Prior to the data verification phase of this PROJECT, a sales analysis program of residential properties shall be performed by the Company as a means of determining the pricing schedule levels to be utilized in the Project and for substantiating the neighborhood boundaries and groupings established. This analysis shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated, as well as style, class and location. The sales analysis shall include, at a minimum, sales ratios and coefficients of dispersion. Any additional requests for sales ratio studies by the Town shall be performed.

C. Appraisal of Commercial, Industrial and Special Purpose Properties

(1) General

All commercial, industrial, and exempt, and special purpose buildings shall be reappraised, classified, priced and reviewed, and new cost schedules generated regardless of the manner allowed for the residential properties as set forth above. The dimensions of all buildings shall be to the nearest foot and the height of the building shall also be recorded on the property record card and the master file. All buildings shall be identified and described as component parts of construction, size, area, age, usage and present occupants on the property forms as previously

described in these specifications. The penalty provisions stated *in section B, 2, h*, shall apply to the inspections of all commercial, industrial and special purpose buildings, except that for each property that is not inspected, the Town may assess a penalty of One Hundred Dollars (\$100.00) to be deducted from the contract price.

D. Appraisal of Condominiums

1. Residential and commercial condominiums shall be valued by the Direct Market Comparison Approach. For each complex there shall be a Master Card, showing the project diagram and assessed values for each unit type and each unit as well as a final property record card for each unit.
2. All residential and commercial condominiums shall be valued using the same Procedures as described in the above sections of this Contract specifications.

E. Control and Quality Checks

1. Field Checks

The Town or its representative shall conduct checks in the field on all properties.

2. Incomplete Construction

The Company shall designate on the master file each property, which has incomplete improvements as of April 1, 2019. The final card shall list all improvements, show the percentage of completion of all improvements, reflect the percentage of completion in the valuation as of that date, and list incomplete items. A separate master list of these properties shall be given to the Town in order to allow follow up inspections, or calculations for the following tax year.

3. Internal Controls

The Company shall have an internal quality control program, which is subject to the approval of the Town.

COMPUTER ASSISTED MASS APPRAISAL (CAMA)

A. General Requirements

1. Of particular importance to the Town is the Company's experience in performing computerized revaluations and statistical studies, and installing computerized appraisal and administration systems for future use by the Town personnel
2. The Company shall make full use of all of the CAMA system valuation capabilities for all residential, commercial, industrial, vacant land and exempt properties.

3. The Company shall provide at least Twenty (20) hours of user familiarization on Town premises and at least Forty (40) additional hours of telephone assistance to the Town regarding the various tables, table building and revising, and revaluation procedures and methods specific to the Town.
4. The computer applications must be employed by the Company from the very onset of the revaluation program. All value schedules will be required to be imported into the Town's CAMA system – UNIVERS. Proper testing will be conducted by the Company with the Town, to assure that all values of all properties will calculate properly.

MISCELLANEOUS PROVISIONS

Warranties

1. The Company represents and warrants that any services provided by the Company 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 Company 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 as established in Chapter 600, Rules of the Department of Revenue Administration, State of New Hampshire.
2. The Company represents and warrants that all goods, materials, and services provided hereunder shall be in conformance and compliance with all applicable Federal, State and Local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of the agreement.

TRAINING, DOCUMENTATION AND MAINTENANCE

The Company agrees to provide to the Town, at no additional cost, two (2) copies of both user and technical documentation for the system by no later than the completion date of the Project. The documentation shall include comprehensive user manuals, which clearly explain data collection.

RESPONSIBILITIES OF THE TOWN

A. Nature of service

It will be clearly understood and agreed that the services rendered by the Company are in the nature of assistance to the Town and all decisions as to proper valuations shall rest with the Town.

B. Items Furnished By The Town

The Town shall furnish two (2) sets of updated tax maps showing streets, property lines, and parcel identification numbers. These maps shall be provided to the Company upon execution of the contract.

C. Land Dimensions

The Town shall make available lot sizes and total acreage to the Company of all pieces of property where the maps or present records fail to disclose measurements or acreage. The Town shall also provide assistance during informal reviews to resolve discrepancies due to land sizes, boundaries, etc.

D. Property Transfer

The Town shall notify the Company, on a regular monthly basis, of property splits and transfers occurring after the initial file provided to the Company. The Company shall update appraisal cards and the master file as necessary.

E. Mailing Address

The Town Assessor's office shall make available to the Company the current mailing address of all property owners.

TRANSMITTAL OF RECORDS TO THE TOWN

- F. Regular periodical delivery of appraisals in accordance with a schedule agreeable to the Town and the Company shall be turned over to the Town for review. All records shall be corrected, completed and turned over to the Town by October 31, 2019. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were inspected in order that the final appraisal of property shall be as of April 1, 2019. The Town must accept all appraisals before the Project can be considered complete.
- B. All information, appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under the provisions of applicable law.
- C. It is understood and agreed that the reappraisal of properties covered by the Contract shall conform to the procedures and technical requirements as directed by the Town. At least every month the Company's project manager shall meet with the Town's CFO to discuss the progress and various other details of the Project.

GENERAL CONDITIONS

A. Cancellation and Material Breach

1. If the Company 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 Company 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 rights hereunder to terminate the Contract and withhold any payments due.
2. Should the Company fail to fulfill, in a manner deemed timely and satisfactorily to the Town, its obligation under the Contract, or if the Company should violate any of the material covenants, conditions or stipulations of the Contract, which failure or violation shall continue and is not cured for thirty (30) days after written notice and description of said failure or violation is provided by the Town and is received by the Company; then the Town shall have the right to terminate the Contract by giving written notice to the Company of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination; and the Company shall remain liable for the breach of the Contract by the Company.
3. If this termination clause is invoked, the Company's agents and employees shall, at the Town'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 Company 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 Company before an arbitrator requesting damages or exercising any other legal, equitable or contractual rights the Town may possess in the event of the Company's failure to perform, including but not limited to, recovery of costs and attorney's fees.

B. Defense of Values

For all appeals to the Town, the Board of Tax and Land Appeals or Superior Court for the April 1, 2019 tax warrant, the Company, at its own expense, will work in accordance with the following procedures to address abatement applications:

- a) Upon receipt of all abatement requests filed on the April 1, 2019 tax warrant, qualified personnel will review the applications and make recommendations to the Town on whether the valuation should be modified or remain as is.
- b) If necessary, the Company will participate in negotiating sessions with aggrieved applicants during an agreed upon time period in an attempt to settle the dispute.
- c) In the event settlement efforts fail, the Company will prepare supplemental appraisal reports within 90 days after a taxpayer notifies the Town of the disagreement or lack of agreement.
- d) If the assessing officials reduce the value of a property as part of the proceedings defined in RSA 76:16, the Company shall still be responsible to support the reduced value.
- e) If the assessing officials increase any value estimated by the Company, the Company shall not be responsible for providing a representative to support the adjusted value.
- f) Qualified Company personnel will provide testimony at the Superior Court or State Board of Tax and Land Appeals. The Town shall provide a minimum of twenty (20) days' notice to the Company to provide such personnel for any hearing.

C. Deliverable Products

All documents, records, data and other material, in either; 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. The documents, records, data and other materials will include, without limitation:

- Documentation of procedures used throughout the Project.
- All training materials and manuals used in any phase of the Project.
- The data collection and valuation manuals which will enable the municipality to maintain and update values.
- Detailed valuation manuals, including tables and formulas to be used in applying the cost and sales comparison approaches to problems.
- Source information used in the development of cost and sales comparison schedules; source information for individual property valuations.

- A property field inspection card (field data source document used by data gatherers) and a final computer-generated property record card for each parcel.
- All manual and computerized reports supporting valuation formulas and values for vacant land and improved properties.
- All sales ratio studies used in the Project.
- Field review documents reflecting preliminary values, adjusted preliminary values and any notes relative to informal review actions.
- Electronic files of all properties, their identification, improvement inventories, computer generated valuation schedules and technical documentation describing data file organization and record layout to facilitate user understanding.
- A report of all informal hearings held with the Company's representative, showing the number of hearings, the number of values changed by more than ten percent (10%) and the number of values unchanged.

Scope of Service Items: 2019-2024 Assessor Duties;

The Town is seeking additional contract services to fulfill the role of Assessor for 4 in-house days per week. In addition to overseeing the Cycled, Statistical Update, and Reassessment projects described above, the Assessing Agent will perform and oversee the following functions:

- In conjunction with Town staff, address public inquiries and complaints and meet with taxpayers.
- In conjunction with Town staff, review and approve current use and yield taxes. On average, the Assessing office receives 2-3 new and amended current use applications per year. The office conducts a five-year review of current use land, with the next review scheduled for 2023. The office processes an average of 6 Land Use Change Tax each year and an average of 6 Timber Taxes.
- Prepare and submit various Federal, State, and County forms and reports, including the MS-1.
- In conjunction with Town staff, review and approve Exemption, Credit and Deferral applications. On average the town receives 75 new applications annually, and reviews 20% of existing applicants (approximately 250) each year.
- In conjunction with Town staff, review and approve annually A-9 & A-12 filings (approximately 33 applicants) and process one Payment in Lieu of Tax (PILOT).

- In conjunction with Town staff, value new subdivisions, condominium developments, lot mergers, and lot line adjustments.
- Measure, list and appraise all properties with outstanding building permits.
- Inspect properties that have sold over the course of the calendar year and verify the circumstances surrounding all transactions.
- Produce annual ratio reports to advise the Selectmen of emerging statistics and to advise the Board of any needs for statistical updates or partial revaluations.
- Produce and review of equalization reports from the DRA and manage any protests to the Department.
- Review and make recommendations on all abatements. Schedule and visit abatement properties that need inspections.

SUPPORT PROVIDED BY THE TOWN

The Town currently employs two full time support staff in the Assessing Department. These staff members assist with the day-to-day office operations and administrative functions and their duties include:

Secretary III

- Fulfills information requests and produces special reports regarding assessing system data. Produces custom and generic CAMA database and sales reports.
- Reviews and processes monthly property transfers, condominium documents and other documents received from the Rockingham County Registry of Deeds. Transfers information onto hard files and computer systems, and produces monthly reports. Orders copies of plans and deeds from the Rockingham County Registry of Deeds as required for title and lot area research.
- Prepares official correspondence involving confidential matters related to exemptions and credits, sales verification letters, Income and Expense surveys, and cycled inspection notices.
- Schedules appointments for Assessor.
- Audits exemption and credit program. Establishes and gathers required information for new applications, and processes files for review by Assessor. Prepares exemption and credit consent agenda for Council approval or denial notices for Council signature. Assists taxpayers in initiating new applications and performs cycled reviews of existing accounts.
- Processes Elderly and Disabled Deferral applications and submits to Town Administrator for review in preparation for Council action.
- Types and prepares appropriate warrants/commitments and spreadsheets for Council signatures and tax collection. Prepares supplemental bills and payments in lieu of taxes for tax collection. Prepares yield tax and excavation tax reports, and warrants/commitments for Council Signature and for filing with the Department of Revenue Administration and Tax Collector. Prepares

land use change tax release warrants/commitments for Council Signature and for filing with the Tax Collection

- Provides personal and/or telephone assistance to taxpayers in resolving changes and/or concerns associated with the Town's Assessing programs. Provides information to taxpayers and customers regarding State Statutes.
- Performs building permit data entry.
- Develops file cards, parcel numbers, and sets up new subdivisions in the CAMA system in preparation for valuation by the Assessor.
- Generates mailings of A-9 and A-12 forms to owners of tax-exempt properties and reviews qualifications.
- Generates mailings of mobile home park inventories on a yearly basis and verifies information when returned. Informs Deputy Assessor and appraisal staff of inconsistencies.
- Sorts and distributes incoming mail for the Derry Municipal Building as required.
- Manages web content/postings for all Departments under Finance.
- Assists with current using filing; prepares applications for Assessor review and distributes applications for Council action. Assists with cyclical current use review.
- Manages Assessing Archive Inventory and Records Retention protocols.
- Assists the CFO in the development of the Department budget.
- Works with the IT department to update tax maps and GIS data.
- Researches deeds, titles, plans, etc to determine rights of ownership and use.
- Processes Intent to Cut and Intent to Excavate applications. Calculates yield tax and submits documentation to Council for approval.
- Shares counter and phone duties with Secretary I.

Secretary I

- Answers phones and provides assistance to tax payers at the counter.
- Assists with file setup of abatements, manifests, and BTLA filings.
- Processes invoices and orders office supplies.
- Processes Jeopardy letters.
- Assists in the scheduling of field inspections and other appointments for Assessor and appraisal staff.
- Manages property records for Hidden Valley campground; tracks campers who have registered as a motor vehicle; tracks ownership changes; addresses taxpayer complaints and issues related to camper assessment.

INSURANCE

Prior to commencing work, and throughout the term of this contract, the company shall obtain, maintain and provide to the Town and to DRA, a copy of the certificate of insurance in the limits and under the conditions set forth below. Each policy of insurance shall be issued by a financially-secure insurer, duly licensed to do business in the State of New Hampshire. The Town shall be named as certificate holder. Insurance coverage for the following types and levels of coverage are as follows:

- A. **WORKER'S COMPENSATION INSURANCE** - The individual/firm shall purchase and maintain such insurance as necessary to protect them from claims under worker's compensation acts, and for any claims for damages for personal injury, including death, which may arise from operations under this contract.
- B. **PROFESSIONAL LIABILITY AND COMPREHENSIVE OR GENERAL LIABILITY INSURANCE** - The firm shall purchase and maintain such professional liability and general liability insurance, including malpractice insurance, at a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, respectively.
- C. **AUTOMOBILE LIABILITY** – including owned, non-owned and hired vehicles at a minimum of \$1,000,000 for combined single limit, bodily injury/accident, property damage/accident and \$500,000 minimum for bodily injury/person.
- D. **ERRORS & OMISSIONS** - \$2,000,000 aggregate limit; \$1,000,000 single.

STATUS of COMPANY and SUPPORT by TOWN:

The Company shall be compensated as an independent company and shall be responsible for providing FICA, Workmen's Compensation, Unemployment Compensation & Liability to all employees assigned to the Town and provide proof thereof.

The Town will provide office space and computers with access to the VISION CAMA system at the Town offices while the company is in Town. The Town will provide all property tax records and maps and associated data as may be available from its own files.

COST PROPOSALS / BID FORMS:

Each bidder shall submit a detailed cost proposal which responds to the following minimum requirements:

1. Provide a narrative about the proposed method for calculation of fees, including whether or not out of pocket expenses are included in the proposed rate. Include a description of

basic services to be included and list services or other incidentals for which additional fees would be charged. Normal billing cycle procedures shall be identified.

2. State the hourly rates for the lead appraiser/director and appraisal associates for all routine, basic services and the rate charged for support in litigation services for tax assessment appeals within a formal hearing or court environment, if at a different rate than charged for basic services.
3. The bidder shall utilize the attached bid form to include all pricing information relative to performing the assessing services as described in this request for proposal, broken out separately for each of the five years of requested service.

LEGAL NOTICE

The Town of Derry is currently seeking Requests for Proposals for **2019-2024 Assessment Updates and Cycled Inspections; 2019 Reassessment; 2019-2024 Assessor duties.** Bid specifications can be obtained from the Town's web site at www.derrynh.org. All submissions are due by **Thursday, March 21, 2019 – at 2 p.m.** at the Town Administrator's office, Derry Municipal Center, 14 Manning Street, Derry, NH 03038. Questions are to be directed to the RFP Coordinator; Susan Hickey, CFO, in writing at susanhickey@derrynh.org. Submitted proposals will be opened at 2:30 p.m. on **Thursday, March 21, 2019** in the 3rd floor training room of the Derry Municipal Center, 14 Manning Street, Derry, NH 03038. The Town of Derry reserves the right to reject any or all bids on any basis and without disclosure of reason.

COST PROPOSALS

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR ASSESSING SERVICES

Name of Firm _____

Address _____

Phone/Fax _____

		Standard Hourly Rates	Court Time Hourly Rates	
Lead Appraiser/Director				
Review Appraiser(s), Field Appraiser(s)				
Data Collector(s) & Others _____				

CERTIFICATION CLAUSES / RELEASE AUTHORIZATION:

NON COLLUSION CLAUSE:

“The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word “person” means any natural person, joint venture, partnership, corporation or other business or legal entity. Further, I certify that the items to be supplied by my firm will meet or exceed the specifications as listed in this request for bid.”

Signature

Date

Name

Title

CERTIFICATION OF LEGAL FITNESS CLAUSE:

“I certify that to the best of my knowledge, _____ (name of bidder) and none of its principals, partners, officers, and employees:

- (a) Certifications are not presently; suspended, proposed for suspension or discipline, or declared ineligible for a contract, by a federal or state department or town, including any established courts or administrative tribunals;
- (b) have not within a three year period preceding this proposal been convicted of, or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for other criminal or civil charge by a government entity (federal, state, or local) with the commission of any of these offenses enumerated in (b) of this certification; and
- (d) Have not within a three year period preceding this proposal had one or more public contracts (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Town of Derry will rely. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the Town of Derry may pursue available remedies including termination of the professional services relationship.

Signature

Date

Name

Title

AUTHORIZATION TO RELEASE INFORMATION

The undersigned hereby authorizes the Town of Derry (Town) to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matters pertinent to the evaluation and selection of a successful bidder in response to its Request for 2019-2024 Assessment Updates and Cycled Inspections; 2019 Reassessment; 2019-2024 Assessor duties.

The undersigned hereby releases, acquits, and forever discharges the Town, its Administrators, employees, governing Board members, and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Town in the evaluation and selection of a successful bidder in response to its Request for 2019-2024 Assessment Updates and Cycled Inspections; 2019 Reassessment; 2019-2024 Assessor duties.

The undersigned hereby authorizes representatives of the Town to contact any and all of the persons, entities, and references that are, directly or indirectly, listed, submitted, or referenced in the undersigned proposal submitted in response to its Request for 2019-2024 Assessment Updates and Cycled Inspections; 2019 Reassessment; 2019-2024 Assessor duties.

The undersigned further authorizes any and all persons or entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits, and forever discharges any such person or entity, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Town in the evaluation and selection of a successful bidder in response to its Request for 2019-2024 Assessment Updates and Cycled Inspections; 2019 Reassessment; 2019-2024 Assessor duties. A photocopy or facsimile of this signed Authorization is as valid as an original.

Notwithstanding the foregoing, this authorization and release from liability does not extend to granting the Town authority to receive any information that would constitute a violation of: any legal privilege attorney ethical obligation, attorney work product, or confidential attorney-client communication that can be claimed by the bidder or entity contacted.

Signature

Date

Name

Title