

Town of Lincoln, RI
Request for Proposals
Appraisal Request for Real Properties
Full Revaluation of All Properties
RFP# 2021-06

Sealed bids are due November 20, 2020 by 10:00 a.m.

Bid specs are available online at

<http://www.lincolnri.org/departments/list/purchasing.php#mobiletarget>

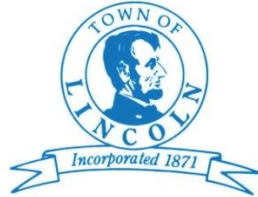
or can be picked up at:

Lincoln Town Hall, Purchasing Dept., 100 Old River Road, Lincoln, RI 02865

Hours 8:30 a.m. to 4:30 p.m.

Request for Proposals

For A Complete Reappraisal and Revaluation of the
Town of Lincoln, RI



Assessment Date: December 31, 2021



For questions or clarification contact:
Elaine M. Mondillo, Lincoln, Assessor
100 Old River Road
Lincoln, RI 02865-8448
(401) 333-8448

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REQUEST FOR PROPOSAL

BID # 2021-06

PROJECT: THE COMPLETE PROPERTY TAX REVALUATION WITHIN THE CORPORATE LIMITS OF THE TOWN OF LINCOLN. R.I., EFFECTIVE DECEMBER 31, 2021

INSTRUCTIONS AND NOTIFICATION TO OFFERORS

Sealed bid proposals to perform the subject project in accordance with the specifications enclosed herewith, and made a part of this invitation will be received in the Finance Office:

Lincoln Town Hall
100 Old River Road
Lincoln, RI 02865

The bidder must provide four (4) copies of said proposal. All bids are due by Friday, November 20, 2020 at 10:00 am. Bid opening will take place Friday, November 20, 2020 at 10:00 am and recorded in the Town Hall.

All bids must be placed in a sealed envelope that is plainly marked:

RFP-2021 BID # 2021-06
NAME OF THE BIDDER
ADDRESS OF THE BIDDER
WORDS "BID PROPOSAL BID# 2021-06 FOR 2021 LINCOLN REVALUATION"
DATE OF THE BID

The bid award and signing of contract conditions are set forth in the enclosed specifications. Additional copies of the Contract and Specifications may be obtained from the Purchasing Agent 401-333-8445.

THE TOWN OF LINCOLN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR ANY PARTS THEREOF; TO WAIVE INFORMALITIES AND TECHNICALITIES; AND, TO ACCEPT THAT BID WHICH THE TOWN DEEMS TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE LOWEST DOLLAR BID.

GENERAL INFORMATION

SUMMARY OF PARCELS BY STATE CODE
AS OF DECEMBER 31, 2020

| <u>State Code</u> | <u>Description</u> | <u>Parcel Count</u> | <u>Assessment</u> |
|-------------------|-------------------------------------|---------------------|------------------------|
| 01 | One Family Residence | 5284 | \$1,900,467,400 |
| 02 | Two to Five Family Residence | 784 | \$226,057,900 |
| 03 | Apartments | 54 | \$55,308,900 |
| 04 | Combination | 48 | \$17,089,000 |
| 05 | Commercial I | 2 | \$202,300 |
| 06 | Commercial II | 132 | \$357,089,498 |
| 07 | Industrial | 113 | \$131,204,400 |
| 10 | Utility & Railroad | 44 | \$6,291,100 |
| 11 | Seasonal & Beach Property | 1 | \$162,300 |
| 12 | Other Improved Land | 29 | \$2,166,700 |
| 13 | Residential Vacant Land | 417 | \$22,968,500 |
| 14 | Commercial & Industrial Vacant Land | 101 | \$9,034,667 |
| 15 | Other Vacant Land | 4 | \$353,900 |
| 23 | Residential Condo | 932 | \$179,571,400 |
| 24 | Commercial Condo | 72 | \$85,838,600 |
| 25 | Industrial Condo | 3 | \$363,600 |
| 33 | Farm-Forest-Open Space | 10 | \$3,453,400 |
| 70 | Cemeteries | 10 | \$28,100 |
| 71 | Charitable | 3 | \$1,498,500 |
| 72 | Church | 27 | \$27,528,000 |
| 73 | Ex-Charter | 25 | \$9,537,900 |
| 74 | Federal | 9 | \$12,271,900 |
| 76 | Libraries | 1 | \$1,870,300 |
| 78 | Municipal | 206 | \$23,629,400 |
| 79 | School | 10 | \$80,164,800 |
| 80 | State | 68 | \$81,948,100 |
| 82 | Vote of the City | 6 | \$1,411,500 |
| 97 | Mobile Homes | 62 | \$3,556,700 |
| 98 | Comm/Lease Land | 2 | \$2,330,600 |
| Total | Parcel Count | 8,459 | \$3,243,399,365 |

TOWN SUMMARY

The estimated population of the Town is 25,000 and is 19 +/- square miles.

The last statistical revaluation was completed as of 12/31/2018 and the last full revaluation was completed as of 12/31/2012.

The Approximate number of building permits issued in 2020:

| | | |
|-------------|----------------------|-----------------------|
| | <u>Total permits</u> | |
| Permits-487 | | New Constructions -34 |

The Town currently uses Vision Government Solutions V8 CAMA system and Visions Government Solutions' Tax Administration system.

TOWN OF LINCOLN, RHODE ISLAND

BID CONDITIONS AND CONTENT

1. Bids shall be signed by an authorized agent of the bidder. Incomplete bid forms may be cause for disqualification of the bid.
2. Bids that are renumbered or re-sequenced may be cause for rejection if all information cannot be easily found and identified. Bidders wishing to re-word or reformat the enclosed documents should do so in an addendum identifying the pages or sections to be changed.
3. Bids must be submitted in a sealed envelope clearly marked, so as to guard against opening prior to the appointed time, with the:

**RFP 2021
NAME OF THE BIDDER
ADDRESS OF THE BIDDER
WORDS "BID PROPOSAL FOR 2021 LINCOLN REVALUATION"
DATE OF THE BID**

4. If mailed, the sealed envelope containing the proposal shall be marked as stated above and shall be enclosed in another envelope properly addressed for mailing.
5. Within a reasonable time after the bid opening, the TOWN OF LINCOLN, R. I., (herein after referred to as the TOWN) shall act on the award of a contract for the revaluation project.
6. The TOWN shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications in writing to the Finance Director.
7. THE TOWN RESERVES THE RIGHT TO REJECT ANY, OR PART, OF ALL BID PROPOSALS; WAIVE ANY INFORMALITIES AND TECHNICALITIES; AND TO ACCEPT THAT BID WHICH THE TOWN COUNCIL DEEMS TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE LOWEST DOLLAR BID.
8. Bids received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified.
9. Bid prices shall not include any sales, excise or other taxes for which the TOWN is not liable.
10. Consideration in the awarding of the CONTRACT will be given to price, experience and competence of the bidder, the nature and size of the bidder's organization, and quality of similar projects it has performed and completed in the past and a determination by the TOWN that the COMPANY has the ability to complete the work.

11. Each company, corporation, partnership, individual other entity (herein after referred to as the COMPANY) must hold, from the time of submission of the bid to the TOWN through the completion of all work therein required, a valid Revaluation Certificate as required by law.
12. The COMPANY shall, to secure the faithful intent of this bid, furnish to the TOWN surety, in the amount of five percent (5%) of the total dollar bid in the form of a Bid Surety Bond or a Certified Check made payable to the "TOWN OF LINCOLN". If a Bid Bond is submitted, it shall be issued by a company authorized to issue such surety bond in the State of Rhode Island and acceptable to the TOWN.
13. The Successful Bidder shall furnish to the TOWN a Performance Surety Bond in the amount of the CONTRACT, which bond shall be issued by a reputable bonding company authorized to do such business in the State of Rhode Island and acceptable to the TOWN. Said bond shall be in the form satisfactory to and approved by the TOWN. The performance bond shall be delivered to the Town prior to the commencement of work. The bond shall include the appeal requirements of these CONTRACT SPECIFICATIONS. Upon completion and delivery to the Assessor for approval of the revaluation work and subsequent approval, the performance bond may be reduced to ten percent (10%) of the value of the Contract. This reduced amount of bond shall become effective after the revaluation has been approved by the Assessor and completion of duties of the Board of Assessment Review on the December 31, 2021 assessment. The reduced amount of the bond shall remain effective until a final resolution in the court of appeals filed within one (1) year of the completion of the contract.
14. The COMPANY must bid the project as outlined in the CONTRACT and CONTRACT SPECIFICATIONS. If the COMPANY proposes to perform any optional work or to substitute any part of the CONTRACT SPECIFICATIONS, such options and/or substitutions must be explained in detail and the amount of additional or reduction in cost must be listed. All exclusions made to the bid specifications shall be clearly stated on a separate page.
15. The Town currently utilizes the Vision Government Solutions VS CAMA in-house. Therefore the COMPANY must show evidence of familiarity with the Vision V8 CAMA system by submitting a list of projects previously worked on, that require the use of the Vision V8 CAMA system, or demonstrate to the Assessor's satisfaction that the COMPANY will be able to convert the present data to an appraisal system familiar to the COMPANY and to the satisfaction of the Assessor, which can then be used as the in-house appraisal system.
16. The successful bidder must utilize the Town's GIS data in all aspects of the revaluation. This includes plotting assessed to sales ratios on the maps both before and after the revaluation, making mass data changes to individual data items as deemed necessary by the sales analysis, delineating neighborhoods using the mapping data and using the GIS information to route the field review effort. The GIS data must be utilized for in depth quality control of the final data and should be used to depict an old to new value change representation once final values have been established. It should also be used as a public relations tool to produce maps that help the taxpayers better understand the revaluation process. The COMPANY should also include all associated fees with operation of additional GIS licenses to accommodate MainStreetMaps by MainStreetGIS LLC.
17. The following items shall also be included with the bid:
 - a. List of staff assigned to this engagement. Include information as to their qualifications, experience and training, including relevant continuing professional education.
 - b. Name and resume of project manager

- c. Client list for past five (5) years, including current projects with contact names and phone #'s
 - d. Nature of services rendered
 - e. Statement of Qualifications and Experience
 - f. Sample of a typical CAMA property record card
 - g. Non-Collusive Bid Statement
18. The Company shall not be liable for delays caused by reason of war, strike, explosion, act of God, order of court or other public authority. However, once a timetable has been established by the Town and Company, failure by the Company to complete all work prior to the dates specified, excluding hearings, shall be cause for penalty payment by the Company on request of the Assessor in the amount of five hundred dollars (\$500) per day beyond the date of completion. For purposes of this penalty only, completion of all work, (excluding hearings through final appeal) is defined as follows:
- a. Complete real property record cards with all measurements.
 - b. Listing, pricing, review and final valuation.
 - c. All applicable data being entered on computer.
 - d. Assessment notices mailed and completion of informal hearings.

This penalty, if applied, shall be deducted from the contract price.

19. Each bidder must inform her/himself of the conditions relating to the specifications of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of this CONTRACT. At the time of opening of the bids, each bidder will be presumed to have read, and to be thoroughly familiar with, the plans and CONTRACT documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to this bid.
20. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over performance of the project shall apply to the CONTRACT throughout, and they will be deemed to be included in the CONTRACT the same as though herein written out in full.
21. During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from proposers, or to allow corrections of minor errors or omissions. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
22. The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected.

COMPLETION DATE AND TIME SCHEDULE

I. Awarding of Contract

Within a reasonable time after the opening of the bids, the TOWN shall award a contract for the revaluation project. **The Town reserves the right to reject any and all bids as previously stated.**

II. Signing the Contract

Within thirty (30) days after the receipt of notice of acceptance by the TOWN of its proposal, the COMPANY shall execute with the TOWN a CONTRACT upon the basis of these specifications and in the form set forth in the bid documents.

The COMPANY shall commence work within thirty (30) days of the signing of this CONTRACT.

III. Completion of Contract

A complete real property tax roll, reflecting any adjustments resulting from the Review process, shall be delivered to the TOWN prior to April 15, 2022.

The COMPANY shall submit a proposed progress schedule including, but not limited to, the completion dates for the various phases of the project; i.e. market analysis and public relations program, data collection, appraisals, assessment notices, informal hearings, and any other noteworthy activities.

The COMPANY shall not be liable for delays caused by reason of war, strike, explosion, act of God, order of court, or other public authority.

IV. Assessment Date

The completed appraisals, upon approval of the Assessor, will serve as a basis for assessments effective as of December 31, 2021.

TOWN OF LINCOLN, RHODE ISLAND

BID FORM

Project: The complete reappraisal and revaluation of all exempt, taxable real estate, land, buildings and improvements, including mobile homes and buildings on leased land, located within the corporate limits of the Town of Lincoln, Rhode Island effective December 31, 2021. Excepted are motor vehicles; boats; travel trailers; pickup campers; motor homes; livestock; farm equipment; manufacturer’s machinery and equipment; retail and wholesale inventory; and business tangible property.

The undersigned duly authorized agent for the **COMPANY** submitting this bid affirms and declares:

1. That this bid is executed with full knowledge and acceptance of the **CONTRACT** and **CONTRACT SPECIFICATIONS** enclosed with the **REQUEST FOR PROPOSAL** on the subject project.
2. That should this bid be accepted in writing by the **TOWN**, said **COMPANY** will furnish the services for which this bid is submitted as the dollar amount indicated and in full compliance with the provisions of said **CONTRACT** and **CONTRACT SPECIFICATIONS**.
3. That the bid is accompanied by surety in the amount of five percent (5%) of the dollar bid in the form and amount as indicated below:

_____ **BID BOND** AMOUNT \$ _____

_____ **CERTIFIED CHECK** AMOUNT \$ _____

Note: If a Bid Bond is submitted, it shall be issued by a company authorized to issue such surety bond in the State of Rhode Island and acceptable to the **TOWN**. If a certified check is submitted, it shall be made payable to the “Town of Lincoln”.

4. That all items, documents, statements and other information as required by the **CONTRACT SPECIFICATIONS** have been submitted herein.
5. That a representative of the **COMPANY** has visited the **TOWN** and is familiar with its geography, general character of housing, and its commercial and industrial areas, has examined the quality and condition of the Assessor’s records, and has consulted with the Assessor to make themselves knowledgeable of those matters and conditions in the **TOWN** which influence this bid.
6. That the **COMPANY** understands and accepts that although the dollar amount of this bid is a major factor for consideration, the **TOWN** reserves the right to award the **CONTRACT** to other than the **COMPANY** submitting the lowest dollar bid after careful analysis of additional factors outlined in the **CONTRACT** and **CONTRACT SPECIFICATIONS**.

7. That the **COMPANY** proposes to furnish the services and materials required to complete the aforesaid **CONTRACT SPECIFICATIONS** in the total amount of:

OPTION # 1 COMPLETE REVALUATION of all real estate, land, buildings and improvements, including mobile homes on leased land and including annual valuation information available online via Company website for a period of not less than three years

(Dollar Amount)_____

(Written Bid)_____

OPTION #2 COMPLETE REVALUATION as stated above, including Annual Valuation Information available online via COMPANY website for a period of not less than three years.

(Dollar Amount)_____

(Written Bid)_____

Company

By: Name and Title

Signature

TOWN OF LINCOLN, RHODE ISLAND

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Request for Proposal, designed to limit independent bidding or competition,

And

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the opening of the bid.

Signature

Printed Name

Title

Company

Date

EFFECTIVE DATE

The effective date of this revaluation project will be December 31, 2021.

The following properties are not to be included

- 42-024.0 UTGR INC
- 30-060.0 Amica Mutual Insurance
- 31-013.0 Amica Mutual Insurance
- 31-014.0 Amica Mutual Insurance
- 31-072.0 Amica Mutual Insurance
- 31-168.0 Amica Mutual Insurance
- 31-173.0 Amica Mutual Insurance
- 31-174.0 Amica Mutual Insurance
- 31-175.0 Amica Mutual Insurance
- 31-176.0 Amica Mutual Insurance
- 31-177.0 Amica Mutual Insurance
- 31-178.0 Amica Mutual Insurance
- 31-198.0 Amica Mutual Insurance

SCOPE OF REVALUATION PROGRAM

The complete reappraisal and revaluation of all Real property within the corporate limits of the Town of Lincoln, Rhode Island, for the sole purpose of equalization of assessments within the Town.

The successful Bidder shall furnish all labor, materials, and supplies utilized in this project, and all the work shall conform to and be carried out in accordance with the Assessor's office and the Rhode Island General Statutes pertaining hereto, and shall be subject to the direct supervision and approval of the Town Assessor.

The values to be determined shall be the full fair market value as defined in Section 44-5-12 of the Rhode Island General Laws and shall be based upon recognized methods of appraising.

The revaluation program will be a complete measure and list and will cover and include all property in the Town of Lincoln in the following categories:

1. All taxable real estate, land, buildings and improvements, including residential, commercial, industrial and farm properties.
2. All tax exempt real estate, land, buildings and improvements.
3. All taxable mobile homes and buildings on leased land.
4. All taxable real properties of public utilities.
5. Excluding UTGR and Amica
The revaluation company will be responsible to work in conjunction with the appraisal company to insure uniformity throughout the town.

EFFECTIVE DATE

The effective date of this revaluation project will be December 31, 2021.

CONTRACT SPECIFICATIONS

1. GENERAL CONDITIONS

A. Any loss or damage arising out of the work to be done by the appraisal firm or from unforeseen delays or difficulties in accomplishing the work from any cause whatsoever shall be borne solely by the appraisal firm and no obligation shall accrue to the TOWN OF LINCOLN on account thereof. The appraisal firm agrees to comply with all federal, state and local regulations and ordinances covering the work to be performed. These specifications shall constitute the entire specifications for the work and shall not be subject to any conditions or terms not stated herein.

B. **BID AWARD**

The TOWN OF LINCOLN reserves the right to reject any, or any part of, or all Bids, to waive informalities and technicalities and to accept that bid which the Town Council deems to be in the best interest of the Town, whether or not it is the lowest dollar bid. Consideration in the awarding of the contract will be given to price, experience and competence of the bidder, the nature and size of the bidder's organization, and quality of similar projects it has performed and completed in the past.

C. **COMPANY PROPOSAL**

Bidders shall carefully examine the specifications, visit the office of the Assessor, and fully inform themselves as to all conditions and matters that can in any way affect the work or cost thereof. Should a bidder find discrepancies in or omissions from the specifications or documents, or shall be in doubt as to their meaning, he should notify the Assessor in writing. Any changes shall be by issuance of addenda to all prospective bidders.

Each bid submitted by a company, corporation, partnership, or individual, hereinafter termed "COMPANY" shall itemize the Company's qualifications and experience.

The Company shall submit a complete client list of municipalities to which it has rendered services, and the nature of those services, during the last five (5) years. Current contact information and telephone number must also be submitted.

The proposal shall also include a statement showing the number of years actually engaged as a company, corporation, partnership or individual specializing in governmental revaluation services.

The Company shall furthermore comply with all obligations under RIGL 44-5-11.1.

D. **PERSONNEL- MINIMAL QUALIFICATIONS**

The Company shall provide experienced and qualified personnel, as hereinafter provided, and must comply with the requirements of the Equal Employment Opportunity provisions of the Federal and State governments. The Company's employees shall at all times treat the residents, employees and taxpayers of the TOWN with respect and courtesy. The Company shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision. All personnel assigned to this project shall be subject to the approval of the Assessor and shall be caused to be removed from this project by the Company upon written recommendation of the Assessor, within one (1) week of having received such recommendation with or without reason.

The Town of Lincoln is an equal opportunity employer and does not discriminate against any person, employee, student, or applicant on the basis of race, color, religion, sex, sexual orientation, national origin, age, ancestry, marital status, military status, physical or mental disability. By submission of your bid, you, the contractor, agree not to discriminate in the above named areas and in the event of non-compliance the Town may declare the contractor in breach and take any necessary legal recourse including termination and/or cancellation of the contract.

1. **PROJECT MANAGER OR SUPERVISOR**

The administration of this project shall be assigned to a project manager or supervisor who shall have not less than five (5) years practical appraisal experience involving extensive experience on residential, commercial, industrial, apartment, and farm properties. The Company shall submit the name and resume of the Project Manager with their proposal. **The Project Manager or member of the Appraisal Staff must be a Certified General Appraiser**

2. **REVIEWERS AND APPRAISERS**

Reviewers and appraisers shall have not less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties of which they are responsible. Two (2) years of this experience shall have been in the mass appraisal field and shall have occurred with the past five (5) years.

3. **MEASURERS AND LISTERS**

Measures and listers shall have at least one (1) year experience and training in this phase of the revaluation process. Any field person who does not meet the above qualifications must work under the direct supervision of an appraiser or Project Supervisor. New listers may be hired for the project; however, they cannot work alone until reviewed by the Assessor in the field. The Assessor shall be notified in advance of any individual working in a training capacity.

4. **IDENTIFICATION**

All field personnel shall carry a suitable I.D. card, which shall include an up-to-date photograph, supplied by the Company and signed by the Assessor. All automobiles used by field personnel shall be registered with the Lincoln Police Department, giving license number, make, model, year and color of the vehicle. A complete list of all personnel employed for this project shall be furnished to the Assessor's office and Police Department. The list shall be updated and any changes made shall be available to the Assessor upon request.

5. **CONFLICT OF INTEREST**

No employee of the TOWN elected or appointed official shall be employed by the COMPANY without prior approval from the Town Council.

E. **PROTECTION OF THE TOWN**

1. **BONDING**

The Company shall, to secure the faithful performance by the Company of the terms of this agreement, furnish to the Town a performance and payment surety bond (hereinafter referred to as "BOND"), in the amount of this contract, which Bond shall be issued by a reputable bonding company authorized to do such business in the State of Rhode Island. Said Bond shall be completed satisfactorily in accordance to and approved by the Town's Solicitor. The Bond shall be delivered to the Town prior to commencement of actual work. The Bond shall include, but not be limited to, any and all costs relating to the appeal of the revaluation process and shall remain in effect until after the equalization has been completed and received final approval by the Assessor.

2. **INSURANCE COVERAGE**

The Contractor agrees to defend, indemnify, protect, save and keep harmless the Town of Lincoln for any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the Contractor in undertaking this project.

The Company shall carry automobile and liability insurance in an amount not less than \$2,000,000.00 and Worker's Compensation Insurance or coverage which shall save harmless the Town from claims, demands, payments, suits, actions, recoveries and judgments of every kind and description brought or recovered against it by reason of any act of omission of said Company, its agents and employees in the execution of the work to be performed under this agreement including the claims relating to labor and material furnished and patent rights and copyrights used in performing the work. Such insurance shall be made satisfactory to and approved by the Town's Treasurer, provided: that such approval shall not relieve the Company of its duty to save harmless the Town and its officers from all such claims, demands, payments, suits, actions, recoveries and judgments in connection with the work. The Company shall provide the Town with copies of said insurance policies or certificates.

F. **COMPLETION DATE AND TIME SCHEDULE**

1. **AWARDING OF CONTRACT**

Within a reasonable time after the opening of proposals, the Town shall award a contract for the revaluation project. **The Town reserves the right to reject any and all bids as previously stated in the bid documents.**

2. **SIGNING OF CONTRACT**

Within thirty (30) days after receipt of notice of acceptance by the Town of its proposal, the COMPANY shall execute with the TOWN a CONTRACT upon the basis of these specifications, and in the form set forth in the bid documents.

3. **CHANGES**

Changes in these specifications will be permitted only upon written mutual agreement of the Company and the Town.

4. **ASSIGNMENT**

The Company shall not assign or transfer the contract or any interest, or any part therein without first receiving written approval from the Town and the Bonding Company. It shall be mutually agreed and understood that said consent by the Town shall in no way release the Company from any responsibility or liability as covered in these specifications and contracts.

5. **SCHEDULE OF PROGRESS**

The Company shall submit a proposed progress schedule including, but not limited to, the completion dates for various phases of the project; i.e. market analysis, public relations program, date collection, appraisals, assessment notices, informal hearings, and any other noteworthy activities.

6. **COMPLETION OF PROJECT**

The completed appraisals, upon approval of the Assessor will serve as a basis for assessments effective on the date of assessment, December 31, 2021.

7. **DELAYS AND PENALTIES**

The Company shall not be liable for delays caused by reason of war, strike, explosion, act of God, order of court or other public authority. However, once a time table has been established by the Town and Company, failure by the Company to complete all work prior to the dates specified, excluding hearings, shall be cause for penalty payment by the Company on request of the Assessor in the amount of five hundred dollars (\$500) per day beyond the date of completion. For purposes of this penalty only, completion of all work, (excluding hearings through final appeal) is defined as follows:

- Completed real property record cards with all measurements.
- Listing, pricing, review and final valuation.
- All applicable data being entered on computer.
- Assessment notices mailed and completion of informal hearings.

This penalty, if applied, shall be deducted from the contract price.

COMPENSATION AND TERMS

In consideration of the performance of the services of appraising and related services described herein, the Company shall furnish monthly detailed invoices for payment requests. The Company shall provide monthly requisitions to the Town no later than the tenth (10th) calendar day of the month based on, and reflecting costs of, the work performed in the preceding month. The Town will retain ten percent (10%) of the amount of each payment. The work is to be completed in accordance with the timetable of operations established by the Town and Company. All work shall be completed to the satisfaction of the Town. The Company shall make available all work completed and billed to the Assessor for inspection and approval. In its discretion, the Town may withhold payments in the event work completed by the Company during any payment period is deemed to be unsatisfactory by the Town.

The Town shall withhold ten percent (10%) of the amount of each monthly invoice until such time as all work, review, corrections and hearing through final appeal have been completed to the satisfaction of the Town and all records have been completed and delivered to the Town.

It is further agreed that the remaining retainage in the amount of two percent (2%) of the total fee shall be withheld by the Town for final disposition of complaints as to assessments based upon appraisals made under this agreement and arising in the period allowed by law for filing of such complaints in the year following completion of the appraisal program. Said remaining fee of two percent (2%) shall be paid to the Company upon acceptance by the Town of all completed work as referenced above.

DEFAULT OR BREACH OF CONTRACT

Each of the following events shall constitute a default or breach of this agreement:

If the Company, or any successor or assignee of the Company, while in possession, shall file a petition in bankruptcy or insolvency, or for re-organization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;

If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against the Company or if a receiver or trustee shall be appointed of all or substantially all of the property of the Company, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment;

If the Company shall fail to perform or comply with any of the conditions of this agreement and if the nonperformance shall continue for a period of thirty (30) days after the notice thereof by the Town to the Company, or if the performance cannot be reasonably had within the thirty (30)

day period, the Company shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance

RESPONSIBILITIES OF REVALUATION COMPANY

A. PUBLIC RELATIONS

The parties of this revaluation project recognize that a good public relations program is required in order that the public and the Town may be informed as to the purpose, benefits and procedures of the revaluation program. The Company shall provide reasonable assistance to the Assessor in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs and property owner groups as a means of establishing understanding and support for the revaluation program and sound assessment administration. The Company shall supply visual aids and other media at its disposal to this end. All public releases shall be approved by the Assessor prior to release.

B. PUBLIC INFORMATION MAILER

Prior to the commencement of any field activities, a mailer designed to explain the purpose, goals, and likely results of the Project, will be mailed to all property owners at the Company's cost. The Assessor will review and approve the mailer prior to production.

C. RECORDS

The Company, upon completion, shall deliver to the Town, one (1) set of field cards as defined later, showing all pertinent information for each parcel of land and valuation of the land and any buildings thereon. The Company will also turn over all field notes and worksheets of the revaluation.

The Company, upon completion, shall deliver to the Town, one (1) set of electronic media of the values determined by the revaluation, which will integrate with the Town's administrative system.

The Company must deliver to the Town, copies of the I & E Forms. All residential and commercial sales in plat & lot order in respective binders.

**** All Building Plans MUST be returned to the Town.**

The Company shall provide all field cards, supplies, equipment, forms, literature, and paper to be used in this project at no additional cost to the Town. If forms other than plain paper are required to print the field cards, the Company shall provide the Town with an additional supply of all forms equal to at least fifty percent (50%) of those actually used on the project. All records and forms, etc. shall be subject to approval by the Assessor as to format, design, content, shape, size, color, quality and quantity.

Field Cards for Real Estate

As covered above, the Company shall supply field record cards filed by plat and lot number.

These cards shall contain all manner of information affecting value including, but not limited to, information as to:

1. location of property
2. classification as to usage
3. owner of record
4. chain of title (including book and page)
5. size
6. shape and physical characteristics of land, with the breakdown of the minimum house lot and additional acreage as applicable, along with unit of value applicable to each public utilities available, public improvements and zoning regulations in effect as of assessment date.
7. All physical improvements, which shall be measured giving a listing of:
 - a. all interior construction details
 - b. quality of construction
 - c. actual age
 - d. effective age
 - e. condition
 - f. replacement values
 - g. depreciated values
 - h. fair market value
 - i. assessment value

In addition to the above, commercial field cards shall include, but not be limited to:

- a. class of construction
- b. height and perimeter of structure
- c. price per square foot
- d. section and page of Marshall & Swift or comparable valuation service
- e. sketches of buildings, including dwellings, shall be drawn to scale with dimensions given on the field cards.

Digital photographs of each dwelling and primary commercial building shall be entered as a digital image and attached to the field card database. Cards of multiple building properties shall be assembled and properly labeled.

1. Chain of Title Cards

The Company will not be required to provide Chain of Title Cards.

2. Electronic Media

The Company will provide electronic data to the Town in a format compatible with the existing hardware and administrative system as detailed herein.

D. DATA ENTRY

The Company shall enter all information on a CAMA system. The Company shall be responsible for but not limited to the following:

1. Accurate sketches of all residences and commercial buildings.
2. Accurate input of all data.
3. Accurate input or copying of all notes and additional information on current record cards
4. Accurate reports of progress and new values.
5. Photographs of all dwellings and commercial buildings.

ASSESSMENT NOTICES

Upon the completion of the statistical revaluation, a notice shall be sent at the Company's expense, via first class mail, to each owner of record, setting forth the valuation that has been placed upon the property identified in the notice. Further, enclosed will be a letter specifying the dates, times and place of the informal public hearings. Such notices and letters shall be subject to approval by the Assessor.

INFORMAL ASSESSMENT REVIEW HEARINGS

Following the completion of all review work by the Assessor and Company, the Company shall hold informal hearings so that owners of property, or their legal representatives, may appear privately at specified times to discuss with qualified members of the Company's staff, the assessed valuations of their property. The company's personnel shall explain the manner and method of arriving at the value.

The Company, in conjunction with recommendations of the Assessor, shall schedule a sufficient number of meetings and provide sufficient personnel to handle said meetings expeditiously and fairly. Some of the hearings shall be scheduled for Saturdays and evenings for the convenience of the property owners. Any information offered by the property owner shall be given consideration, and adjustments shall be made where warranted.

The Company shall conduct a reappraisal of any property at the request of the taxpayer at the hearing. The Company, however, shall not be obligated to change its initial opinion of value after such reappraisal.

DEFENSE OF VALUES

The Company shall furnish, without additional charge, a competent representative of the Company to appear at all formal hearings on the assessed values established by the Revaluation and the Company shall defend the appraised values established by it when the assessment of such property is appealed to the Tax Board of Assessment Review. In the event of appeal to the Courts, a qualified Company representative will, without additional cost to the Town, be present at the hearings to testify as a witness. All expert testimony is to be provided by those having conducted the revaluation. Such expert witnesses shall appear with the Assessor to outline the steps taken in the appraisal, or reappraisal, and to give his or her opinion as to the value of the property involved

in the Court action, provided such appeal to the Courts is timely filed in accordance with these specifications. Such appeal to the Courts is based upon the value placed by the Company, regardless of the elapsed time.

TERMINATION OF CONTRACT

Notwithstanding any other provisions hereof, the Town shall have the right to discontinue all services under this agreement with due cause at any time upon payment of amount due at time of termination. One week's notice of intention to exercise such right shall be given to the Company. The Company shall be firmly bound by the terms hereof, except it may discontinue the services and work which devolve upon it in the event payments to it, at no fault of the Company, are not made when due, and as provided in this agreement. Should this agreement be terminated by either party as herein provided for, no right of action shall exist against the party terminating by the other. Should the contract be terminated, all records shall become the property of the Town and shall be delivered to the Tax Assessor forthwith. See the Contract for additional conditions.

OBSERVANCE OF LAW

The Company, at all times, shall observe and comply with Federal, State and local laws, codes, ordinances and regulations in any manner affecting the conduct of the work. The Company shall indemnify and save harmless the Town, its officials, agents, and servants against any/all claims or liabilities arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Company or its employees.

SCHEDULES

A. BUILDING COST SCHEDULES

The Company will provide cost schedules for all buildings. These schedules shall be used in computing the replacement cost in the Town for all residential, commercial, and industrial construction. The valuation of all buildings shall be made in accordance with schedules based on current building costs in the area. Such schedules shall show square foot building costs and costs for improvements and additions (bathrooms, fireplaces, etc.) to buildings. These schedules shall also reflect direct and indirect costs of construction. Such schedules shall also establish costs for different types of houses and buildings and grades of construction. Before final acceptance, they shall be proven by testing against known sales. The Assessor shall approve all finalized schedules before adoption and usage by the Company.

B. DEPRECIATION SCHEDULES

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 and industrial buildings, and shall be approved by the Assessor.

C. LAND VALUE SCHEDULES

Land valuation shall be determined by any combination of the following: Base Site, Excess Land (by category), Per Acre, Per Square Foot, Per Living Unit, or Per Front Foot.

Lot size adjustment tables must be able to be maintained for each individual category. Adjustments must be allowed for positive and negative features present for each individual land line

The Company will be responsible to set the land schedules for all property types. The homesite and excess land methodology will be utilized for residential properties unless the Company can demonstrate to the Assessor that a different approach should be implemented. Commercial and Industrial Land shall be priced based on a per acre unit of measure unless the Company can demonstrate to the Assessor that a different unit of measure should be implemented.

The valuation of land shall be made in accordance with schedules based on area, classification of land, neighborhood, and zoning. The land study must include documented neighborhood delineation.

D. SCHEDULES FOR THE TOWN

The Company shall supply and leave for the Town not less than three (3) copies of all of the above required building cost schedules, depreciation schedules and land schedules for the Town's usage, two (2) copies of which shall be turned over to the Assessor upon approval of the schedules.

E. PROJECT STATUS CONTROL

The Company shall provide in the proposal a schedule by project phase to be utilized in a detailed quality control program. The program must include a comprehensive monthly written report summarizing the project status, describing accomplishments toward goals as contained in the contract.

Regular periodical delivery of appraisals as completed shall be turned over to the Assessor for review.

F. CONVERSION OF DATA

The Company is responsible for the accurate conversion of data from the current CAMA system to their own system. The Town currently uses the Vision Government Solutions Inc. CAMA V8.2.7 system. The Company is also responsible for the accurate transfer of their CAMA data to the Town's Tax Administration system which is the Vision Government Solutions Inc.

APPRAISAL SPECIFICATIONS

A. APPRAISAL OF LAND

The Company shall appraise all land within the Town, including but not limited to, vacant, residential, commercial, industrial, agricultural, special use, and public utility.

1. LAND VALUE STUDY

Land shall be valued on the basis of an analysis of all sales data during the two (2) year period prior to December 31, 2021. All factors affecting the value of land shall be considered, such as location, zoning, inland wetlands, topography, soil condition, lot size, shape, view, utilities and vacancy, etc. The land study must include documented neighborhood delineation

2. LAND VALUE UNITS

The Company shall prepare land unit values by front foot, square foot, acreage, or fractional acreage; whichever in the judgment of the Company and Assessor most accurately reflects the market for the appraised land.

3. LAND VALUE MAPS

The contractor 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 revaluation project.

B. APPRAISAL OF BUILDINGS AND STRUCTURES

1. INTERIOR INSPECTIONS

Due to social distancing requirements created by COVID19, CONTRACTOR must adhere to CDC and Rhode Island COVID19 social distancing guidelines. CONTRACTOR will make a careful exterior inspection of all properties, measure the improvements and attempt to verify interior listing date with the property owner at the door.

If after an initial visit, the CONTRACTOR is unable to verify interior characteristics with the property owner, a mailer will be sent to the owner(s) requesting the property owner to contact the CONTRACTOR to verify the interior characteristics of the dwelling or structure.

If the property owner does not respond to the mailer the inspection request will be considered refused and the CONTRACTOR will use their best judgement in determining the interior characteristics of the dwelling or structure.

2. EXTERIOR INSPECTION

- a. The perimeter of all buildings and improvements shall be carefully and accurately measured to the nearest foot and compared to the existing card.
- b. An outline sketch, prepared to scale (or verification of the existing sketch) shall be entered on the property record card in the appropriate area.
- c. Physical data including any abnormal physical features of the land shall be recorded in the field.

3. REVIEW

All properties shall be reviewed in the field by the Company's personnel qualified as reviewers as prescribed in these specifications. The properties shall be reviewed for classification, correct listing of information, final value, and to assure that they are correlated to comparable properties. The Assessor shall be notified of the dates of reviewing and be entitled to accompany the reviewers during this phase of the revaluation.

4. PRICING AND VALUATIONS

Pricing valuation of all land and buildings must reflect the fair market value as of December 31, 2021, and shall be done from, and in accordance with USPAP and the approved manuals and schedules. The final valuation shall be the fair market value as evidenced by replacement cost of the structure, less depreciation from all causes, as supported by market value of the land. All factors affecting the value of the property shall be noted on the field card.

5. FIELD CHECKS

The Company shall furnish to the Assessor on a monthly basis, a list of all properties inspected, in parcel ID sequence. The Assessor or office personnel shall spot check, in the field, properties picked at random.

6. INCOMPLETE CONSTRUCTION

The Company shall plainly identify, in a manner approved by the Assessor, all property record cards that have incomplete improvements as of the December 31, 2021 assessment date. The field card shall show the percentage of completion in the valuation as of that date.

RESPONSIBILITIES OF THE TOWN

A. NATURE OF SERVICE

It is clearly understood and agreed that the services rendered by the Company are in the nature of assistance to the Assessor and all decisions as to property valuations shall rest with the Assessor.

B. COOPERATION

The Town shall provide the Company, suitable office space, on Town premises, to complete this project. The Assessor shall receive a monthly status report from the Company. The Tax Assessor shall review and evaluate the progress of the project, and notify the Company whether the work performed is satisfactory and timely. The Assessor shall provide a copy of the existing Real Estate Files.

C. ITEMS FURNISHED BY THE TOWN

1. MAPS

The Town will provide at least two (2) sets of updated Plat Maps showing roads, property lines, lot sizes, and parcel identification numbers.

2. ZONING

The Town will provide current zoning regulations and zoning map.

3. OFFICE SPACE

The TOWN will provide suitable space in a town building and will provide tables and chairs as required. **All other equipment and materials shall be provided by the COMPANY.**

4. PROPERTY TRANSFERS

The Company shall make available to the Town the field cards, on a regular basis, for an updating of the information for all property splits and transfers occurring after the initial data collection.

5. BUILDING PERMITS

The Assessor shall screen and make available to the Company a copy of all building permits issued during the course of the revaluation to determine that all new construction, additions, and remodeling have been included in the Company's appraisals up to December 31, 2021. All building permits shall be returned to the Assessor.

6. SIGNING OF COMMUNICATIONS

The Assessor shall sign the communications to be mailed at the Company's expense, for contacting a property owner for inspection of the property and for the purpose of obtaining the property owner's income and expense information if such is needed for the income approach to value of commercial or industrial properties.

SOFTWARE SPECIFICATIONS

The Town is currently using a Computer Assisted Mass Appraisal (**CAMA**) system from Vision Government Solutions Inc. Therefore, the COMPANY must show evidence of familiarity with the Vision V8 CAMA system by submitting a list of projects previously worked on that require the use of the Vision V8 CAMA system, or demonstrate to the Assessor's satisfaction that the COMPANY will be able to convert the present data to an appraisal system familiar to the COMPANY and to the satisfaction of the Assessor, which can then be used as the in-house appraisal system.

TAX ADMINISTRATION DETAIL

The Town utilizes Vision Government Solutions Tax Administration Software. The proposed CAMA system must efficiently integrate with the Tax Administration software. Ideally an Export function will be built into the software system to export the required information.

The Company shall be responsible for all installation, programming and data maintenance of the system until completion of the contract.

The property values shall be delivered to the Town by classification codes in a manner compatible with the Town's system (Vision Government Solutions).

1. Tax Administration System

Vision Government Solutions Software version 0005.2000.0975

Tax Collection Software version 0005.0000.0677

2. Network OS

All devices listed are networked through the Town Hall Server, which runs Microsoft Windows Server 2012

TRAINING

The Company shall provide direct training to the Town assessment personnel both during and after the completion of this contract, in the use of all aspects of the system. All training shall take place on the Town's computer hardware within the Town unless the Town agrees to alternate arrangements.

The Company must submit a detailed description of the training program to be provided as part of the software installation. This detailed description must include, but not limited

to, the items stated below. Each of these items must be specifically addressed in the proposal in order for the Contractor to be deemed responsive.

1. Number of hours of on-site training.
2. How many users will be trained?
3. An in-depth projected schedule for this process.
4. Specifics of training: data entry and reporting analysis.
5. Continuing user training program; please explain.

Training must immediately follow installation. On-site and Off-site training should be available. Training sessions should be half-day sessions using converted data from the Town during the training sessions so that the users are familiar with the data and how it is incorporated into the system. Part of the training process must include the availability of full time help desk support personnel who can talk new users through tasks over the telephone.