



City of Keene
New Hampshire

REQUEST FOR PROPOSALS

RFP No. 02-20-12

Full Statistical Revaluation

Prepared by:

The City of Keene, NH
Assessing Department

Due

8/14/20

No later than 2:00 P.M.

Deliver to:

Purchasing Office
City Hall, 2nd Floor
3 Washington Street
Keene, N.H. 03431

Tel. 603-357-9800

Fax 603-283-5663

jtitus@ci.keene.nh.us

www.ci.keene.nh.us



City of Keene
New Hampshire

TABLE OF CONTENTS

	Page
REQUIREMENTS	
Advertisement	1
Information	2
TERMS & CONDITIONS	3
CONTRACT	
Notice of Award	5
Agreement	7
EXHIBIT A: SCOPE OF WORK	12
EXHIBIT B: Payment Request Form	23
EXHIBIT C: Change Order Request	24

ADVERTISEMENT

RFP No. 02-20-12

Full Statistical Revaluation

The City of Keene, New Hampshire is seeking proposals for
Full Statistical Revaluation

The full solicitation is posted on the city's website, www.ci.keene.nh.us/purchasing-projects. Questions regarding this project shall be directed to Jeffrey Titus, Manager of Purchasing and Contract Services, in writing, via the current project database (<https://ci.keene.nh.us/finance-purchasing/current-projects>).

Proposals are due in the Purchasing Office, City Hall, 2nd Floor, 3 Washington Street, Keene, New Hampshire 03431 by **2:00 P.M. on 8/14/20**. Proposals received after that date and time will not be considered.

To receive automatic notification of business opportunities with the City of Keene please register online at www.ci.keene.nh.us

INFORMATION

RFP No. 02-20-12

Full Statistical Revaluation

The City of Keene, New Hampshire is seeking proposals
for **Full Statistical Revaluation**

Information is available on the City of Keene **website**, <http://www.ci.keene.nh.us/purchasing-projects>. Interested parties are encouraged to **register as a vendor** to receive notices about this project and other opportunities with the City of Keene.

Four (4) hard copies of the proposal (preferably on double-sided, maximum post-consumer recycled content paper) and **one (1) electronic copy** on a thumb drive shall be delivered in person or by mail to the City of Keene Purchasing Office, City Hall, 2nd Floor, 3 Washington Street, Keene, NH 03431, clearly labeled as **RFP No. 02-20-12- Full Statistical Revaluation**.

All proposals must be received **by 2:00 PM on 8/14/20** . Proposals received after that date and time shall not be considered.

All correspondence concerning this RFP shall be addressed to Jeffrey Titus, Manager of Purchasing and Contract Services for the City, via the current project database (<https://ci.keene.nh.us/finance-purchasing/current-projects>) or via email to Dan Langille, Assessor at dlangille@ci.keene.nh.us,

The City of Keene is committed to sustainability and, when economically feasible, strives to work with businesses that are integrating sustainability into their operations and can further the City's sustainability objectives.

TERMS & CONDITIONS

RFP No. 02-20-12

Full Statistical Revaluation

- 1) **Changes To Provisions/Specs** Any change to the provisions or specifications of the RFP shall be made by written addendum issued no later than four (4) working days prior to the RFP due date.
- 2) **RFP Response Requirements** Proposals should be succinct and well-organized, and at a minimum, the following sections and information shall be included:
 - a. Cover Letter: Provide a statement of full understanding and ability to complete the project no later than September 1, 2021 with current workload; cite any conflicts of interest; and provide a 90-day guarantee on terms.
 - b. Contractor Qualifications: Provide an overview of qualifications for the contract team including, but not limited to, type of firm, and relevant project experience.
 - c. Project Team: Provide a list of key individuals and staff assigned to this project, describing their role and relevant experience.
 - d. Approach: Describe how the contract team will complete the Scope of Work. Include a detailed schedule.
 - e. Cost Proposal: Provide a not-to-exceed cost proposal for all work described under the Scope of Work, broken down by appropriate task. Identify any potential reimbursable expenses and itemize fees and costs that would be charged for work related on an appeal beyond the local level.
 - f. Appendices: Provide resumes of key staff members along with certifications, designations, licenses, or other documentation indicating the assigned personnel meet the required minimum qualifications. Provide firm references from at least three similar projects, including name, address, telephone number, title of project, and description of the work performed. Assigned personnel shall be experienced and competent appraisers who have been approved by the NH Department of Revenue Administration for the work contemplated by this proposal.
 - g. Insurance: Provide a Certificate of Insurance which clearly documents all current coverage limits available to the contractor. Successful contractor will be required to provide a policy endorsement which shows the City of Keene to be an additional named insured.
- 3) **Process**
 - a) Upon review of all responsive proposals, the City may conduct interviews of some, all, or none of the firms submitting proposals.
 - b) If necessary, and upon completion of the interviews, the City will finalize a final Scope of Services and Fee with the selected firm.

- c) If the City is unable to reach an agreement with the selected firm, the City reserves the right to negotiate with the next highest rated firm until an agreement is reached.
 - d) The City of Keene reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems in the best interest of the City.
 - e) The City reserves the right make such inquiries regarding a firm's qualifications and reputation as it deems necessary to evaluate the firm.
 - f) Once a firm is selected and an agreement is reached, a recommendation will be made to the City Manager and, if required, to City Council. Upon final approval, the City Manager will approve a contract award to the successful proposer.
 - g) The Purchasing and Contract Services staff will prepare a Notice of Award and Agreement for execution. Upon execution of the Contract, the CONTRACTOR will be instructed to commence providing the work outlined in the contract.
 - h) The City reserves the right to negotiate directly with the firm selected for additional project work including construction administration services, and/or additional project engineering and design services.
- 4) **Work Product** All information, data, documents, photos, computer records and other materials of any kind acquired or developed by the CONTRACTOR pursuant to this proposal shall be the property of the City of Keene.



City of Keene
New Hampshire

NOTICE OF AWARD

RFP No. 02-20-12

Full Statistical

Revaluation

By Email

Date

SUBJECT: Notice of Award - RFP No. 02-20-12

Full Statistical Revaluation

Congratulations!

You are hereby notified that the above-captioned project has been awarded to your firm by the City Manager.

In order for us to execute the contract and issue a Purchase Order, please submit 1) signed Notice of Award, 2) signed Agreement, and 3) Certificate of Insurance within ten days. Electronic copies are acceptable and certainly expedite the process.

We look forward to working with you. Please let me know if you have any questions.

Sincerely,

Jeffrey W. Titus
Purchasing & Contract Services Manager



City of Keene
New Hampshire

**ACCEPTANCE OF
NOTICE OF AWARD**

RFP No. 02-20-12

Full Statistical Revaluation

Receipt of the above Notice of Award is hereby acknowledged:

By _____

This _____ day of _____, 20 _____

By _____

Title _____

SAMPLE



AGREEMENT

RFP No. 02-20-12

Full Statistical Revaluation

This AGREEMENT made and entered into by and between the **City of Keene**, a New Hampshire municipal corporation with an address of **3 Washington Street, Keene, NH, 03431**, hereinafter the "CITY, and _____, a corporation with an address of _____ hereinafter the "CONTRACTOR".

WITNESSETH

WHEREAS, the CITY intends to enter into a Professional Services Agreement for an amount not to exceed _____ Dollars (\$ _____) with the CONTRACTOR. The contract is for the purpose of providing the CITY with professional engineering services for **Full Statistical Revaluation**, hereinafter the "PROJECT".

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the CITY hereby contracts with the CONTRACTOR to furnish the following professional services in connection with the proposed PROJECT, and it is agreed by the CITY and the CONTRACTOR as set forth below. In the event of any conflict regarding language between the various contract documents and exhibits, CITY language shall take precedence.

SECTION 1 - SERVICES OF CONTRACTOR

- 1.1. General. Upon execution of this AGREEMENT, the CONTRACTOR agrees to proceed for the CITY with all project formulation, deliverables, and management of the PROJECT as described in **Exhibit A, Scope of Services**.
- 1.2. The CONTRACTOR agrees to provide all services necessary to maintain eligibility for funding.
- 1.3. The parties intend that the CONTRACTOR shall be an independent contractor for all purposes, and not an employee of the City.

SECTION 2 - CITY'S RESPONSIBILITIES

2.1 Designate in writing a person to act as the CITY'S representative with respect to the Services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define THE CITY'S policies and decisions with respect to the CONTRACTOR'S services for the PROJECT, but shall not have the authority to amend this AGREEMENT.

2.2 Assist the CONTRACTOR by placing at his/her disposal all available information pertinent to the PROJECT, including but not limited to, previous reports, studies, and other data relative to the design of the PROJECT.

2.3 Provide all criteria as to the CITY'S requirements for the PROJECT.

2.4 Assist the CONTRACTOR in arranging access to and make provisions for the CONTRACTOR to enter upon public and private property as required for the CONTRACTOR to perform Services under this AGREEMENT.

2.5 Give prompt written notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR'S Services.

SECTION 3 - PERIOD OF SERVICE

3.1 The compensation for CONTRACTOR'S Services has been agreed to in anticipation of the orderly and continuous progress of the PROJECT. The PROJECT shall commence upon contract execution and be completed in a timely manner. The specific schedule of work to complete the Services shall be made by mutual agreement.

SECTION 4 – COMPENSATION

4.1 Payment for Services shall be made according to the Fee Schedule, unless otherwise agreed to by a written Change Order.

4.2 CONTRACTOR shall submit invoices, accompanied by a Payment Request complete with all relevant details (such as hours worked, staff, etc.) to the attention of Dan Langille, Assessing, City of Keene, City Hall, 3 Washington Street, Keene, NH 03431.

4.3 The CITY shall make payment to the CONTRACTOR within thirty (30) days after submission of invoices for work accepted by the City.

4.4 Records of the CONTRACTOR'S salary cost and expenses pertinent to CONTRACTOR'S compensation under this AGREEMENT will be kept in accordance with generally accepted accounting practices. Copies will be made available to CITY at no cost if requested prior to final payment for CONTRACTOR'S services.

SECTION 5- CHANGES IN SCOPE

5.1 Changes in the Scope of Services may be accomplished after execution of this AGREEMENT, and without invalidating the AGREEMENT, by Change Order Request. (See Exhibit: "City of Keene Change Order Request")

5.1.1 Changes to the Scope of Services will be submitted to the CITY in writing as soon as the CONTRACTOR becomes aware of the need to change the Scope of Services.

5.1.2 The CONTRACTOR will not proceed with any change to the Scope of Service unless and until receiving written authorization to proceed from the CITY.

5.2. Changes in the Work. If, during the term of the AGREEMENT, the scope of the work changes substantially at the request of the CITY, or if the period of service is increased substantially due to circumstances beyond the reasonable control of the CONTRACTOR, an additional fee shall be paid to the CONTRACTOR. The additional work and the compensation, therefore, shall be in accordance with the CONTRACTOR'S standard billing rates and first agreed to by written change order.

SECTION 6 - GENERAL CONSIDERATION

6.1 Termination. The CITY shall have the right at any time for any reason whatsoever, to interrupt or terminate any part of or all of the work required of the CONTRACTOR under this AGREEMENT, with a seven (7) day written notice of such interruption or termination transmitted to the CONTRACTOR by the CITY. In the event of termination of any part of or all of this AGREEMENT, without fault on the part of the CONTRACTOR, the CONTRACTOR shall be entitled to compensation for all work performed to the satisfaction of the CITY and pursuant to this AGREEMENT through the date of termination. In order that the CONTRACTOR shall receive payment under termination notice of any part of the work, all plans, drawings, tracing, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data collected or prepared in connection with the PROJECT shall be transmitted to the CITY in a form acceptable to the parties.

6.2 Insurance and Indemnification.

6.2.1 The CONTRACTOR shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

6.2.2 The CONTRACTOR will maintain Professional Liability insurance on an claims made basis in the sum of not less than One Million Dollars (\$1,000,000).

6.2.3 In the event that the CONTRACTOR fails for any reason to continue to maintain said professional liability insurance coverage in full force and effect at any time relevant to this AGREEMENT, this AGREEMENT will terminate.

6.2.4 The CONTRACTOR will maintain General Comprehensive Liability insurance on an occurrence basis for bodily injury, death or loss or damages to property of third persons in a minimum amount of One Million Dollars (\$1,000,000).

6.2.5 The CONTRACTOR shall secure and maintain, for the duration of this AGREEMENT, including any supplements thereto, Automotive Liability insurance covering the operations of all motor vehicles, including those hired or borrowed, used by the CONTRACTOR and subcontractors in connection with this AGREEMENT in the following amounts:

6.2.5.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence.

6.2.5.2 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.2.6 The CONTRACTOR agrees to name the CITY as an Additional Insured on all policies, **except** Worker's Compensation and Professional Liability insurance. A Certificate of Insurance shall be provided to the CITY upon Contract execution and policy renewal.

6.2.7 Indemnification. The CONTRACTOR shall defend, indemnify, and hold harmless the CITY, its officers and employees, from and against any and all losses suffered by the CITY, its officers and employees, and any and all claims, liabilities, or penalties asserted against the CITY, its officers and employees, by or on behalf of any person, on account of, based, or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or omissions of the CONTRACTOR. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the statutory limits on liability applicable to the CITY. This covenant in shall survive the termination of this AGREEMENT.

6.3 Controlling Law. This AGREEMENT is to be governed by the laws of the State of New Hampshire.

6.4 Reuse of Documents. All documents, including but not limited to drawings, specifications, estimates, field notes, and other digital files, prepared by or for the CONTRACTOR in the performance of the AGREEMENT are considered property of the CITY and, as such, may be used by the CITY without having to receive the CONTRACTOR'S permission to use the documents. Reuse of documents by the CITY shall not result in additional CONTRACTOR liability.

6.5 Successors and Assignments.

6.5.1 The CITY and the CONTRACTOR each is hereby bound and the partners, successors, executors, administrators and legal representatives of the CITY and the CONTRACTOR are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

6.5.2 Neither the CITY nor the CONTRACTOR shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the CONTRACTOR from

employing such independent professional associates and as the CONTRACTOR may deem appropriate to assist in the performance of Services hereunder.

6.5.3 Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the CITY and the CONTRACTOR, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit of any other party.

SECTION 7 - SPECIAL PROVISIONS, DOCUMENTS AND SCHEDULES

7.1 The following documents are attached to or referenced and made part of this AGREEMENT:

- 7.1.1 Exhibit A, Scope of Services
- 7.1.2 Exhibit B, Payment Request Form
- 7.1.3 Exhibit C, Design Change Order Request Form

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of _____, 2020.

CITY:

CITY OF KEENE, NEW HAMPSHIRE

By: _____

Elizabeth A. Dragon, City Manager

Address for giving notice:

City Hall
3 Washington Street
Keene, NH 03431

CONTRACTOR:

By: _____

Address for giving notice:

I. INTRODUCTION

The City of Keene, NH, Department of Assessment seeks proposals from qualified contractors capable of revaluing commercial, industrial and residential properties throughout the City in accordance with State of New Hampshire Department of Revenue and Assessing Standards Board guidelines. There are approximately 7,097 improved and 883 unimproved properties, collectively known as the “project”. Please note Utility properties are not part of this project.

For the purposes of this project, residential real estate is comprised of single family homes, condominiums, manufactured homes, accessory buildings, and multi-family buildings up to 4 units. Commercial real estate is comprised of but not limited to retail, restaurants, apartment buildings with 5 or more units including apartment complexes, mixed use buildings, shopping plazas, office space and buildings including but not limited to corporate headquarter buildings, gas stations, hotels and hospitality properties, storage facilities, medical offices and banks. Industrial properties include but are not limited to manufacturing properties. Additionally, vacant land zoned for residential, commercial and industrial uses is also included.

The effective date of this project shall be as of April 1, 2021. The project, in its entirety, must be complete by September 1, 2021.

II. SCOPE OF SERVICES

The services required of the contractor for the full statistical revaluation shall meet the requirements as outlined in the rules of Chapter Rev 600 Property Assessment and which guide revaluation contracts. The Proposer shall formulate a Scope of Services in a manner that is consistent with the nature and scope of their particular services, and that will meet the Administrative Rules. The following are minimum services to be addressed in order to be considered a qualified proposal:

Good Faith: The contractor shall, in good faith, use their best efforts to assist the City in determining accurate and proper market valuations and will work closely with the City Assessor and City staff to ensure a successful project.

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

- necessity of a Full Statistical Revaluation
- progress, status and goals of the project
- necessity of property owner cooperation

Additionally it is expected that the contractor be available to present before the Keene City Council at least twice. Once to outline the project giving a sense of what is going to take place and to begin to build public trust. The second presentation will be to present the results of the revaluation.

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

The City, at its sole discretion, shall have the right to request that any employee involved in the project be removed for any reason it deems appropriate or in the best interest of the City. The contractor shall comply with this provision upon written request of the City Assessor.

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

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

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

The contractor shall ensure that a NH DRA certified assessor supervisor will be working on the revaluation at all times.

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

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

Assessor's Records: Existing information will be provided to the contractor by the City in an acceptable electronic manner. The contractor will be allowed access to existing manual assessing records on the premises and any electronic records with prior authorization of the City Assessor.

Data Collection: All data collection, including re-inspection/re-measuring, where necessary, will be performed by the City in accordance with the update procedures established by the City Assessor. The Assessing Department annually updates data

resulting from building permits and will continue to do so throughout the project. The chosen contractor will be kept up to date accordingly.

CAMA System: The City of Keene utilizes VISION 8 as its CAMA system. Included in the system the City has set up and relies on the income valuation for appropriate properties to support the Cost valuation of the system. The VISION system will be utilized for the project and all information, data and values shall be incorporated into VISION. The contractor should be very familiar and comfortable using the VISION 8 CAMA system. With prior approval of the City Assessor, it is expected the contractor will have direct access to and will be working in the CAMA system. Remote access to the system may be possible and can be discussed with the City Assessor. It is expected that the contractor will work closely with the Assessing Department throughout the project in order for there to be a clear understanding of the modeling utilized in the CAMA system in order for the City to maintain values going forward. Additionally, any recommendations to further optimize the use of the CAMA system by the City is welcomed and should be discussed with the City Assessor.

Sales Review: The City inspects all sales for data accuracy and verifies the transaction terms on an ongoing basis. It is expected that the contractor will also be verifying the terms of the sales and discussing any discrepancies found with the City. A notation of the sales review should be noted by the contractor on the property record card after visually inspecting each sale. The contractor is not expected to fully measure and list any of the sales but should be completely comfortable with the available information regarding the properties. Online information and additional site visits may be necessary to accomplish this and can be discussed further with the City Assessor.

The completed sales survey showing the sales used and the analysis to indicate property values with documentation of the method employed and any location factors, together with neighborhood delineation maps showing front foot, square foot or acre, or other appropriate units of comparison shall be delivered to the City Assessor for approval and shall become the property of the City.

Sales & Market Analyses: A sales analysis shall be conducted to include sales from within the City and when appropriate throughout the State of New Hampshire using accepted appraisal methods. Such analysis shall include documentation of the methods employed and examples of the analyses. Accepted methodology shall include the consideration of all sales with appropriate notations for those sales not used in the correlation of values.

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

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

1. Land Analysis:

- a) all verified vacant land sales shall be inspected.
- b) residual techniques shall be employed as a cross-reference to unit values developed via the analysis of raw land sales.

2. Building Analysis:

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

3. Depreciation Analysis:

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

4. Economic Rent Analysis:

- a) an analysis of economic rent levels for all commercial space shall be performed.
- b) information providing the basis of these analyses shall be taken from interviews with tenants, managers, and brokers, and through income and expense questionnaires mailed to owners of leased commercial space throughout the City, to be mailed at the City's expense.
- c) questionnaires sent to wholly owner occupied properties will request that the expense section be completed.
- d) all information received shall be of a confidential nature and shall not be disclosed to anyone outside the contractor or assessing staff.
- e) data received through this collection process shall be compiled in spreadsheet form, and will form the basis of raw data to be analyzed.

- f) separate income, vacancy, and expense models shall be developed for each classification of commercial property throughout the City.
- g) income and expense models shall be sufficiently flexible in order to reflect the varying characteristics of the City, physical conditions and desirability of the various spaces.
- h) final models will be tested against sales or known market values for tests of reasonability and accuracy.
- i) final models and market tests shall be presented to the City for review and approval prior to the application in the final review process.

5. Capitalization Rates:

- a) an analysis shall be undertaken to determine proper capitalization rates for the various income producing spaces throughout the City.
- b) where possible, rates should be determined from the sales of income producing space where the income and expenses are known.
- c) market surveys will be performed utilizing standard and acceptable sources of economic data publications.
- d) final models and market tests shall be presented to the City for review and approval prior to the application in the final review process.

Valuation Process: The contractor shall assign estimates of fair market value as of the effective date of valuation for all properties in the City that are part of the contractor's responsibilities. All three methods of valuation shall be considered and used as appropriate and in accordance with Assessing Standards. The contractor shall also make diligent efforts to ensure uniformity in the application of influence factors and schedule assignments, as well as the accuracy of codes, classification and data.

- a) Preliminary Values: after submission and acceptance of the various analyses and models as described in the previous section, preliminary values shall be generated for all properties that are part of the contractor's responsibilities. A preliminary ratio study will be performed at that time and delivered to the City for review.
- b) Each parcel will be reviewed during a field review, by an experienced and qualified appraiser, for reasonability of the preliminary estimates of value, and will modify the valuation parameters as required. It is expected that the same qualified appraiser be involved in the entire field review process for all parcels in order to ensure consistency and uniformity. Upon approval of the City Assessor it may be appropriate to break the City down into residential and commercial properties and have different lead appraisers involved in each review. It is still expected that the same appraiser would in this scenario be involved in reviewing all commercial properties and if different the same appraiser be involved in reviewing all residential properties.

City Review:

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

Notices of Value and Informal Reviews: Once values are available, notices of value will be mailed to each property owner. Notices shall include an overview of the project and contain the old and new assessed values as well as details for an informal review with the contractor. The notice will be approved by the City Assessor before being sent out.

Taxpayers will be given an opportunity to informally discuss the value with the contractor. Times and a meeting place of mutual agreement between the contractor and City Assessor will be determined and the City will assist in the coordination of informal hearings. It is expected that an appropriate amount of time and flexibility in times be provided by the contractor in order to meet the needs of reviewing the assessment process with the public.

During the informal review hearings the City will make a staff person available to inspect any properties on an as needed basis as a result of the hearing.

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

Appeals at local level: While any abatement applications at the local level are the responsibility of the City, the contractor agrees to furnish the services of a qualified representative, familiar with the project, to assist the City on any and all requests for abatement at the local level as needed by the City Assessor and as a result of the revaluation project.

Turnover: Upon final maintenance of all properties by the contractor, no later than September 1, 2021, the contractor shall deliver to the City, in completed and final form and in good order, the following deliverable products:

- a) an estimate of fair market value for all properties situated within the City which were appraised by the contractor;

b) **USPAP Standard 6 Compliant Final Appraisal Report** (RSA 21-J:14-b, 1, (c)). This report shall follow closely the most recent Edition of the Uniform Standards of Appraisal Practice (USPAP) Standard Number 6. The report shall contain the following sections:

- A Letter of Transmittal.
- A Certification Statement.
- A section detailing the Scope of Work.
- A section detailing sales, income, and cost approaches to value including all valuation premises.
- A section including all tables pertinent to the valuation process along with the cost data and schedules developed along with neighborhood delineation maps for the valuation of the properties under the contractor's responsibility.
- A section including statistical analysis and testing. The contractor shall bind the USPAP Standard 6 Compliant Final Appraisal Report for use as an appraisal manual. The contractor shall instruct the Assessors in the use of the manual so that the Assessors shall have an understanding of the appraisal process being utilized. Upon completion of the project, the contractor shall deliver one copy of the manual to the Assessor's Office and one copy to the Department of Revenue Administration.

All information utilized in the completion of this project shall be turned over to the City by **September 1, 2021**. All data shall be accepted by the City Assessor, including a compliant USPAP Standard 6 Report, before the project can be considered complete.

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

Services To Be Performed By The City of Keene :

All property tax maps are available online on the City's public gis site. If requested, the City shall furnish one (1) set of updated tax maps showing streets, property lines and parcel identification numbers. The maps can be produced electronically or in paper copy depending on the need of the contractor.

The City shall re-inspect/re-measure (where required and including sales) all of the property that comprises the project.

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

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

The City will furnish reasonable access to the City's CAMA systems and other applications or programs in order to facilitate the project.

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

The City shall provide suitable office space and equipment for use of the agents and employees of the contractor in performing their necessary work.

The City will provide details and any updates of the project on the City's website.

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

III. GENERAL CONDITIONS

ADDITIONAL REQUIREMENTS

In addition to the requirements listed in the Terms & Conditions on page 3, the following requirements need to be addressed within the proposal.

Proof of Certification. Written certification of approval by the Department of Revenue Administration pursuant to Part 600, Administrative Rules. Each contractor, corporation, partnership, or individual must hold from the time of submission of the proposal through the completion of all work hereinafter required.

Proposed Project Completion Schedule. The contractor shall include an approximate project completion schedule recognizing the project completion date of September 1, 2021. Key milestones of the project plan should be identified.

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

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

CHANGES, SUBLETTING, COMPLETION DATE & TIME SCHEDULE

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

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

B. Time Schedule

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

All pertinent information including supporting documentation shall be finalized and turned over to the City no later than **September 1, 2021** or as agreed upon in the final contract.

C. Assessment Date

The completed project will be the basis for an **April 1, 2021 assessment date**.

CANCELLATION AND MATERIAL BREACH

If the contractor 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 contractor 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 City shall have the right at its option and without prejudice to its right hereunder to terminate the contract and withhold any payments due.

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

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

A. Excusable Delays

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

B. Deliverable Products

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

C. Liquidated Damages

1. Failure of the contractor to complete all work prior to the date specified herein, **September 1, 2021**, shall cause the appraisal firm to pay the City **TWO HUNDRED FIFTY DOLLARS (\$250.00)** per calendar day beyond the specified date of completion. Said amount being stipulated by the parties as reasonable and not greatly disproportionate to the presumable loss or injury. Such loss or injury being real but uncertain in amount or difficult to prove, causing the parties to liquidate them in advance. For the purpose of this liquidated damages only, completion of all work is defined as follows:
 - a) Complete collection and analysis of all pertinent information including all supporting documents, as it relates to the properties in this project.
2. These liquidated damages, if applied, shall be deducted from the contract price. Delays occasioned by war, strike, explosion, or acts of God or an order of court of competent jurisdiction are accepted.

D. Warranties

The contractor represents and warrants that any services provided by the contractor 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 contractor shall employ qualified personnel in such positions as are necessary to execute or to fulfill all the terms and conditions of the agreement and that such personnel shall possess the minimum qualifications previously stated in this document.

PAYMENT SCHEDULE

The project is a CIP project funded over two fiscal years with the first year's funding available July 1, 2020. Contract will be contingent on final funding of the 2nd fiscal year.

A payment schedule will be agreed to by both the City and the contractor prior to the commencement of the project.

Twenty (20) percent of the total contract amount shall be withheld until such time as the City Assessor determines the contractor has performed fully and satisfactorily all of its obligations and requirements under the terms of the contract.



City of Keene

New Hampshire

EXHIBIT B

Payment Request Form		
Payment Request No. _____	Date of Request: _____	
Project Title: Full Statistical Revaluation _____,		
RFP No. 02-20-12 _____		
Professional Services for period beginning _____ through _____.		
Description of Service (broken down by task/item and the compensation being requested):		
A. Total Amount Requested (this request):	_____	
B. Previously Invoiced Amounts:	_____	
C. Total Expended To Date (A+B):	_____	
D. Authorized Contract Amount:	_____	
Total Authorization Remaining (D-C):	_____	
Contractor: _____	Approved: _____	Reviewed: _____
Title: _____	Project Manager	Finance Director
Date: _____	Date: _____	Date: _____



City of Keene
New Hampshire

EXHIBIT C

Design Change Order Request

Change or Work Request No. _____

Date: _____

Project Title: **Full Statistical** _____,

Revaluation RFP No. 02-20-12 _____

Description of Change in Scope:

Complete description of change in scope and additional services being rendered.

Fee Adjustment Amount (This change): _____ (Not to Exceed)

Prior Contract Amount: _____ (Not to Exceed)

Total Adjusted Contract Amount: _____ (Not to Exceed)

Request Approval:

Recommend Approval:

Recommend Approval:

CONTRACTOR

Finance Director

Date: _____

Date: _____

Date: _____

Approved:

City Manager

Date: _____