



*TOWN OF DURHAM
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Date: February 18, 2013

**Request for Proposal - Durham, NH
Town-Wide Statistical Assessment Update for 2013**

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

The Town of Durham, NH consists of approximately 2,605 parcels. The following is a breakdown of the parcel count:

1,873	Residential - Improved
91	Residential - Vacant
1	Residential - Mobile Home
155	Residential - Condo
40	Residential - Apartments
80	Commercial - Improved
15	Commercial - Vacant
15	Industrial - Improved
0	Industrial - Vacant
4	Utilities
195	Exempt (Includes UNH Properties)
136	Current Use
2605	Total

Sealed proposals will be made in accordance with the minimum specifications enclosed, will be made part of this invitation, and will be received by the Town Assessor at the Durham Town Hall no later than **March 15, 2013** at 3 p.m.

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

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

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

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

The effective date of valuation shall be April 1, 2013.

All completed and deliverable products will be turned over to the Town of Durham, no later than August 16, 2013.

Liquidated damages for late completion will be based upon the date of September 1, 2013.

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

All questions concerning the request for proposals shall be made in writing to the Town Assessor, Town of Durham who may be contacted at (603)868-8065, by facsimile at (603) 868-8033. Written responses will be issued to all Proposers.

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

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

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

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

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

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

Project Proposal Form

The following form must be completed and submitted with the proposal for the statistical update of all properties situated within the municipal boundaries of the Town of Durham, NH, effective valuation date of April 1, 2013.

The undersigned Proposer affirms and declares:

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

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

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

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

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

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

FIRM'S NAME: _____

SIGNATURE: _____

NAME WRITTEN: _____

TITLE: _____

DATE: _____

TELEPHONE #: _____

FAX #: _____

E-mail Address: _____

General Guidelines

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

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

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

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

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

IV. Proposal Preparation and Submission:

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

V. Revisions and Modifications:

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

VI. The Contract:

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

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

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

VII. Town-Contractor Relationship:

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

Contract Minimum Specifications:

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

1. Identify the Company, and its principal place of business, and the Town of Durham.
2. A statement that the Company agrees to provide all services, support, personnel, records, forms, labor, materials, and equipment to perform the statistical revaluation that is the subject of the Contract.
3. Employees: Identify all key personnel expected to perform the work of the Contract, and affix current résumés of the same.
4. Project Milestones: State with specificity the start date, the turnover date (no later than September 1, 2013), and define all key milestones as to the progress plan of the project, including, but not limited to the following events:
 - Clerical start-up operations
 - Measure and List of Commercial , Industrial , and Exempt Properties

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

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

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

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

a) Types of insurance will include:

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

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

9. Misrepresentation or Default: A clause that states that the Town may void the Contract at any time if the Contractor has materially misrepresented any offering or defaults on any contract with a New Hampshire municipality.
10. Transfer, Assignment, Sub-letting: Include a statement that there will be no assigning of any part of the Contract to anyone other than the Contractor without express written permission by the Town.
11. Include verbiage that reads: The Town may terminate the Contract at any time, by giving written notice To the Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished work product shall become the property of the Town. If the Contract is terminated by the Town, as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services covered by the Contract, less payment of compensation previously made. Termination of the Contract or the retention of funds by the Town shall not preclude the Town from bringing an action against the Contractor for damages or exercising any other legal, equitable, or contractual rights the Town may possess in the event of the Contractors failure to perform.
 - a) A provision allowing correction to violations of the Contract via written notice by the Town, and a 10-day period to correct such violations. However, upon failure to correct the violations, the Town will have the right to cancel the Contract, upon notice of the Town to issue termination within 7 days of the effective date of the termination.
12. Liquidated Damages: A clause providing for the compensation to the Town of Five Hundred Dollars (\$500.00) per day for each day beyond the turnover date of September 1, 2013 where the Contractor fails to deliver completed work pursuant to the Scope of Services section of the Contract.
13. Work Product: A statement that all work products used or created in conjunction with the revaluation shall be the sole property of the Town, and that, in the event of Cancellation or Termination, such products will remain with the Town, including, but not limited to installed software and associated rights, all data and tables entered to date, analyses, data collection forms, notifications and correspondence generated or received over the course of the revaluation.
14. The Contract: A statement that the Contract shall consist of the Request for Proposal (RFP) and any amendments thereto and the Contractor Proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. The Town of Durham reserves the right to clarify any contractual relationship in writing, with the concurrence of the Contractor, and such written clarification shall govern in the case of conflict with the applicable requirements stated in the RFP or Contractors proposal.
15. Signatory Page(s): A section allowing for the signing of duly authorized officials in the Contract.

Scope of Services

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

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

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

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

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

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

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

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

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

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

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

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

5. **Forms**: All forms utilized throughout the project shall first be approved by the Town as to format, design, content, shape, size, color and quality. Such forms are to include, but are not limited to data collections forms, assessment record cards, income and expense forms, file control forms, quality control forms, telephone log forms, incident forms, inventory content forms, and the like.
6. **Assessor's Records**: The Contractor shall use a system of parcel accounting that is acceptable to the Town. Existing assessing records may be reviewed upon request to the Town; however, records are not to be removed from the assessors' office without the express permission of the Town.
7. **Turnover**:
- a) Upon final maintenance of all properties by the Contractor, no later than September 1, 2013, the Contractor shall deliver to the Town, in completed and final form, and in good order, the following deliverable products:
- An estimate of fair market value for all properties within the Town;
 - A final property record card, with data and value current and accurate, for each parcel in the Town;
 - A manual describing base values for all land and building classifications, depreciation schedules, and special conditions applied throughout the project;
 - A manual describing income, vacancy, and expense models, along with capitalization rates and schedules utilized throughout the project;
 - A manual describing coefficients, variables, or factors utilized in multiple regression routines or direct sales comparison routines including any weighting procedures;

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