

INSTRUCTION TO BIDDERS

TOWN OF JOHNSTON PURCHASING DEPARTMENT



REQUEST FOR PROPOSALS

TOWN OF JOHNSTON

The Town of Johnston is seeking proposals for **Revaluation of Real Property-**

<b>Bid Due Date &amp; Opening: Time:</b>	<b>Wednesday, February 17<sup>th</sup>, 2021 10:15 am</b>
<b>Place of Delivery:</b>	<b>Town Clerk Johnston Town Hall 1385 Hartford Avenue Johnston, RI 02919</b>

Bids must be received prior to the due date and time. Bids received after that time shall be returned unopened. Package must be sealed and clearly marked: **“Revaluation of Real Property”**

The Town is not responsible for accepting any submissions delivered to other town buildings. Bids received prior to the time of opening will be securely kept, unopened until the opening time. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.

RECEIPT AND OPENING OF BIDS

Sealed bids will be accepted at the office of the **Town Clerk, Johnston Town Hall, Johnston, RI 02919**, until the time indicated on the advertisement for bids. **The bids will be opened via a virtual opening utilizing the Zoom video meeting platform.** The virtual meeting can be attended by clicking on the following link:

<https://us02web.zoom.us/j/83846869916?pwd=ajc2V0grWnZNN0VxRzFzMTBjOTRnUT09>

Or by visiting the Zoom website at <https://zoom.us/join> and clicking on “Join Meeting”. Enter the following webinar information:

Meeting ID: 838 4686 9916  
Password: 892350

No computer or mobile device, dial in at:  
833 548 0282 US Toll-free  
877 853 5247 US Toll-free

## FORM OF BID

Bids must contain the name and proper address of the bidding firm and must be signed by a responsible member of the firm with their signature and official title. Any exceptions to these specifications must be listed on a separate sheet.

## SUBMISSION OF BIDS

- I. Envelopes containing bids must be sealed and addressed to:

Town Clerk  
Johnston Town Hall  
1385 Hartford Avenue  
Johnston, RI 02919

The bids must be marked with the name and address of the bidder, date and time of bid opening, and name of item in bid call.

- II. Any bidder may withdraw the firm's bid by written request at any time prior to the advertised time for opening. Telephonic, email or facsimile transmitted bids, amendments, or withdrawals will not be accepted.
- III. Unless otherwise specified, no bid may be withdrawn after the date and time of the bid opening. Time is of the essence in this bid and failure to deliver within the time period shall be considered default.
- IV. If any proprietary, trade, brand or manufacturer's name or part number is used herein in describing the required equipment, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment that equals or exceeds the functional capability and quality of the named equipment. If bids are based on such equivalent equipment, indicate the manufacturer's name, model and number for the equipment and include any literature or other explanation of the equipment's quality or performance.
- V. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after said bid has been opened.
- VI. Descriptive materials such as plans, drawings, photographs, written descriptions, and particularly manufacturer's literature that will enable the Town to determine the exact quality, design and appearance of the equipment proposed, shall accompany the bid. All equipment listed, or shown, in the manufacturer's literature, drawings or photographs, and approved by the Town, shall be furnished.

- VII. All prices bid must be on the basis of F.O.B. Delivery Point, Town of Johnston. Therefore, shipping costs are to be included within the process quoted. Deliveries must consist only of new merchandise or equipment and shall be made between 7:30am and 3:00pm, or as may be arranged during emergencies.
- VIII. Bids received prior to the time of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
- IX. The Finance Director or his designee may waive any or all bids for cause, failure to meet specifications or any reason deemed appropriate.
- X. An award will be given in writing to the bidder whose offer provides the greatest value to the Town, from the standpoint of meeting specifications and requirements of bidding documents, suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the Town to be in its own best interest. Any final analysis or weighted point score does not imply that one bidder is superior to another, but simply, in the Town's judgment the bidder selected appears to offer the best overall solution for our current and anticipated needs. Thus, the result will not be determined by price alone.

Award will be based on, but not limited necessarily to the following (where applicable):

1. Adherence to all conditions and requirements of the bid specifications;
  2. Total bid price; (including any discounts), unit bid price, or extended price;
  3. General reputation and experience of bidders;
  4. Evaluation of the bidder's ability to service the Town;
  5. Financial responsibility of the bidder;
  6. Prior knowledge of and experience with the bidder in terms of past performance;
  7. Needs and requirements of the Town;
  8. Experience with the products involved;
  9. Bidder's ability to meet delivery and stocking requirements;
  10. Delivery date or service date; and
  11. Ordering method.
- XI. After the bid is awarded, all documents pertaining to the successful bid will be available for public inspection in the Town purchasing office.
  - XII. If all Bids exceed the available funds, the Finance Director may re-solicit new Bids or enter into competitive negotiations with two or more of the lowest bidders meeting all requirements as outlined.
  - XIII. A reasonable inquiry to determine the responsibility of the bidder or offer may be conducted. Failure to promptly supply information related to such an inquiry may be grounds for disqualification of a bidder. All information supplied is confidential.

- XIV. The Town may make such investigations as it deems necessary to determine the ability of the bidder to provide the materials or services, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid of the evidence submitted by, or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- XV. Bid price shall be firm; unit price shall include any and all trade discounts. Price shall be inclusive of any freight, handling, delivery surcharges or any other incidental charges. Your bid shall be exclusive of any Federal or State taxes, as the Town of Johnston is exempt from payment of such taxes. A certificate of exemption shall be forwarded to the elected vendor upon request.
- XVI. Delivery shall be made to the Town of Johnston on the “ship to” address of the Purchase Order. Delivery is required within the time stated herein from the date of the issuance of the purchase order, unless otherwise noted. Delivery shall include assembly, servicing and placement of equipment in operable status unless specified otherwise. No deliveries shall become due or acceptable without a written Purchase Order issued by the Town of Johnston.
- XVII. The Department Director, or his designee, shall accomplish inspection and acceptance of materials/equipment purchased for the department.
- XVIII. In case of default, the Town may procure the materials from other sources and hold the bidder responsible for any excess costs occasioned thereby and may immediately cancel the Purchase Order.
- XIX. Bidders are advised that this section of the specifications will be evaluated before the technical specifications. Bids that do not comply with our General Conditions, Bonding, Insurance, Delivery, Bidder Qualifications, Service and Warranty requirements will be immediately deemed non-responsive and shall be immediately rejected without further review of the technical specification.
- XX. Bids not received by the Bid Submittal Deadline are late. Late Bids will be returned to Bidders unopened.
- XXI. No employee, officer or agent of the Town of Johnston shall participate in the selection, the award or administration, of the contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firma proposing on or selected for the award:
- (a.) The employee or an officer or agent of the employee;
  - (b.) Any member of the employee's immediate family;
  - (c.) The employee's business partner; or
  - (d.) An organization that employs, or is about to employ, any of the above.

Any questions may be directed via email to Vincent Baccari, Town Clerk, at vbaccari@johnston-ri.us.

## Documents Required for Submission with Sealed Bid

1. **Bid Bond or Certified Bank Check:** Must be for 10% of the price of the Bid.

## Documents Required if Selected as Winning Bidder

2. **Performance Bond or Certified Bank Check:** Must be for 100% of completed cost of project/service.
3. **Insurance Binder:** A certificate of insurance indicating liability and workers' compensation coverage must be provided.

### **Specifications:**

In addition to addressing each of the items in the specifications, the Contractor must submit, as part of its proposal, the following information:

1. A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the Contractor stating that the offer is effective for at least sixty (60) Calendar Days from the deadline for the submission of proposals.
2. A list of Rhode Island Municipalities for which the Contractor has completed Revaluation Programs for last five years, and contacts.
3. A list of Rhode Island Revaluation Contracts for which the Contractor is currently committed with time table for completion.
4. Listing of Municipalities the Contractor has utilized the Vision Software.
5. Description and examples of the Contractor's revaluation public relations program.
6. Copy of Contractor's current Rhode Island Revaluation Certificate issued pursuant to Rhode Island General Statutes 44-5.
7. A bid bond or certified check in the amount of 10% of this bid must be submitted by the bidder with his bid as a guarantee that, in case the contract is awarded to him, he will, within ten days after appropriation of funds and notice of award, execute such contract and furnish a satisfactory Performance Bond, for approval by the Board of Selectman.

Proposals will be evaluated using comparative criteria set forth as follows:

1. Contractor experience with other Revaluation Programs in Rhode Island:

**Unacceptable:** No experience in Rhode Island.

**Not Advantageous:** Less than Five successful Revaluation in Rhode Island.

**Advantageous:** Ten successful Revaluations in Rhode Island.

**Highly Advantageous:** Twenty or more successful Revaluations in Rhode Island.

2. Experience of Project Manager to be assigned to this project.

**Unacceptable:** No Mass Appraisal experience.

**Not Advantageous:** Less than Five Mass Appraisal projects performed by the Project Manager.

**Advantageous:** Ten successful Mass Appraisal projects performed by the Project Manager.

**Highly Advantageous:** Twenty or more successful Mass Appraisal projects performed by the Project Manager.

3. Contractor financial stability:

**Unacceptable:** Proposer insolvent.

**Not Advantageous:** Proposer's circumstances suggest financial instability.

**Advantageous:** Proposer appears to be financially stable.

**Highly Advantageous:** Proposer appears to have long-term financial stability.

4. Level of satisfaction with Contractor's performance on other Rhode Island Cities and Towns for which Contractor has performed a Revaluation/Update on the Vision Appraisal CAMA software.

**Unacceptable:** More than two Cities or Towns reporting difficulty with Contractor performance.

**Not Advantageous:** Up to Two Cities or Towns reporting difficulty with Contractor performance.

**Advantageous:** No City or Town reporting difficulty with Contractor performance and at least two Cities or Town reporting high satisfaction.

**Highly Advantageous:** More than five Cities or Towns reporting high satisfaction and no Town or Town reporting poor performance.

5. Method for determination of best price.

The best price shall be the lowest price from a bidder who meets the minimum criteria of the specification and provides the highest level of performance in Questions 1 through 4 under Evaluation Criteria.

6. Project Timetable:

Any proposal which cannot meet the project schedule will be rejected.

The Town of Johnston reserves the right to reject any and all bids. Bids which are irregular in form, incomplete, conditioned, or qualified may be disregarded and rejected as improper except that the Town may waive any defects or irregularities. All bids are subject to appropriation by the Town of Johnston.

## **CONTRACT SPECIFICATIONS**

### 1 DEFINITIONS

- 1.1 Project: The word "project" shall mean Revaluation of all Real Property in the Town of Johnston for tax assessment purposes.
- 1.2 Town: The word "Town" shall hereinafter mean the Town of Johnston, RI.
- 1.3 Contractor: The word Contractor shall hereinafter mean the Contractor responsible for performing the project defined in Section 2.
- 1.4 Assessor: The word "Assessor" shall mean the duly appointed Assessor of the Town of Johnston

### 2 SCOPE OF REVALUATION

- 2.1 Basic Scope: Contractor understands that the project requires the complete Revaluation of all Real Property within the Corporate Limits of the Town of Johnston, RI. All work for the project shall be in accordance with these contract specifications.

All work will be carried out and all forms, materials and supplies utilized by Contractor in this project shall conform to, and be carried out in accordance with, the Rhode Island General Statutes, and shall be subject to direct supervision and approval of the Assessor of the Town of Johnston, RI

The values to be determined by Contractor shall be the full fair market, as defined in Rhode Island General Statutes and shall be based upon nationally recognized methods of appraising.

Contractor's revaluation program will cover and include all property in the Town of Johnston, RI in the following categories:

- 2.1.1 All taxable real estate, land, buildings and improvements.

2.1.2 All public utility land and buildings.

2.1.3 All mobile homes, mobile home additions and improvements.

2.2 Effective Date: The effective date of this revaluation project shall be December 31, 2021, and the pricing and valuation by Contractor of all land, buildings and property under this contract shall reflect a fair market value as of December 31, 2021.

2.3 Parcel Count:

2.3.1 Contractor's price for the revaluation is based upon the following anticipated parcel counts:

Single Family Residential Dwellings	8,420
Two Family Residential Dwellings	600
Three Family Residential Dwellings	175
Mobile Homes	16
Residential Condominiums	750
Commercial Buildings	410
Commercial Condominiums	68
Apartments	25
Industrial Buildings	175
Public Utility Bldgs	60
Vacant Res Land	1,182
Vacant Comm Land	346
Vacant Ind Land	1,303
TOTAL	13,530

2.3.2 Current basis of assessment is 100%.

2.3.3 The last valuation was effective as of December 31, 2018.

2.3.4 The area of the Town is 24.36 square miles.

### 3 PERSONNEL AND OFFICE HOURS

3.1 Personnel: Contractor shall provide experienced and qualified personnel, as hereinafter provided, and will comply with the requirements of the equal employment opportunity provisions of federal and state governments. Contractor shall submit to the Town written qualifications of all personnel assigned to this project.

3.2 Qualifications of Personnel: Contractor will comply with Rhode Island certification standards and the qualifications standards set forth in the Request for Proposal for all personnel assigned to this project. All personnel will be subject to the approval of the Assessor, which approval shall not be unreasonably withheld or delayed, and shall be caused to be removed from this project by Contractor upon written recommendation of the Assessor, specifying in detail the reasons for the recommendations.

- 3.3 Identification: All Contractor field personnel shall carry suitable I.D. cards, which shall include an up-to-date photograph, supplied by Contractor and signed by the Assessor. All automobiles used by Contractor's field personnel shall be registered with the town Police Department giving license number, make, model year and color of the vehicle.
- 3.4 Office Hours and Staffing: Contractor shall maintain an office at Town Hall, from the commencement of work on this project through the conclusion of the public hearings. This office shall be staffed with clerical staff as needed, as well as other qualified full-time persons so as to ensure the successful completion of this project in accordance with the completion dates set forth in the contract specifications and any addenda thereto.
- 3.5 Conflict of Interest: No Town employee or resident shall be employed by Contractor, except in a clerical capacity, without the approval of the Assessor.

#### 4 PROTECTION OF THE TOWN

- 4.1 Bonding: Contractor will secure the faithful performance of the terms of this agreement by furnishing to the Town a performance surety bond in the amount of this contract, which bond shall be issued by a reputable bonding company licensed to do such business in the State of Rhode Island. Said bond shall be delivered to the Town prior to the commencement of actual work and shall be in a form satisfactory to and approved by the Town's attorney.
- 4.2 Insurance: Contractor will, at its own expense, provide and keep in force:
  - 4.2.1 Broad Form Commercial General Liability Coverage: Which names the Town as additional insured, written on a 'per occurrence' basis and with an aggregate cap no less than three (3) times required limit: \$2,000,000 Combined Single Limit (C.S.L).
  - 4.2.2 Automobile Liability Coverage: including coverage for owned, hired or borrowed vehicles, \$2,000,000 Combined Single Limit (C.S.L.).
  - 4.2.3 Defense of Town: All insurance companies shall have the duty to defend the Town against liability or property damage claims arising from the conduct of Contractor and/or agents or employees.
  - 4.2.4 Insurance Certification: An Insurance certificate shall be required to be filed with the Town, certifying coverage and limits of automobile, bodily injury liability, property damage liability and Worker's Compensation.  
  
"The Town is named as Additional Insured on the Insurance coverage named herein for the claims arising out of the Company's performance of the contract herein".
- 4.3 Patent/Copyright Liability: Contractor shall save the Town harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of the contract.
- 4.4 Penalties: Failure by Contractor to complete all work prior to the date specified herein, April 13, 2022, shall be cause for a penalty payment by Contractor, on request of the

Assessor, in the amount of Two Hundred Dollars (\$200.00) per day beyond the specified date of completion, provided the Town delivers its responsibilities. For the purposes of this penalty only, completion of all work not later than April 13, 2022 is defined as follows:

- 4.4.1 Completed property record cards with all sketches, measurements, listings, pricing, review and final valuations.
- 4.4.2 Any new CAMA software installation. if applicable should be completed.
- 4.4.3 Assessment notices, addressed and in envelopes prepared for mailing.

This penalty, if applied, shall be deducted from the contract price. Delays occasioned by war, strike, explosion, acts of God or an order of court or other public authority are excepted.

- 4.5 Bankruptcy, Receivership, Insolvency: If Contractor, with the result that it does not pay its debts as they become due, or if a receiver shall be appointed for its business or its assets and not voided within 60 days, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then and forthwith thereafter, the Town shall have the right, at its option and without prejudice to its rights hereunder, to terminate the contract.
- 4.6 Termination: If either party fails to fulfill in a timely and satisfactory manner their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for 30 days after written notice of said failure or violation is received by the offending party, unless the correction of such failure inherently requires a longer period of time and provided further that the applicable party is proceeding diligently to correct the failure, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the Assessor, be delivered to the Town. Contractor shall be entitled to the release of the performance bond and to receive just and equitable compensation for any work performed under this agreement completed prior to the date of termination.

Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this agreement.

- 4.7 Hold Harmless Agreement: Contractor shall, at all times, defend, indemnify, protect and save harmless, the Town and its officers, agents and employees from any and all claims or demands for damage for bodily injury, including death or property damages sustained by any party, including officers, agents and employees of Contractor. Said hold harmless clause shall include, but not limited to investigation, defense and settlement or payment or judgment of any liabilities.

- 4.8 Severability: In the event any part of any clause or provision of this contract or contract specifications is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision and such remainder shall be binding upon the parties to this contract.
- 4.9 Misrepresentation or Default: The Town may void this agreement if Contractor has misrepresented any offering or defaults on any contract with any Rhode Island municipality, or any other state. Contractor shall, also, immediately notify the Town of any claim or case formally brought against Contractor.

## 5 COMPLETION DATE AND TIME SCHEDULE

- 5.1 Signing of Contract: Within 30 days after receipt of notice of acceptance by the Town of its bid, as possibly revised by negotiations, Contractor shall execute with the Town a contract in the form agreeable to the Town and incorporating these contract specifications.
- 5.2 Changes and Subletting of Contract:
- 5.2.1 Changes: Contractor understands that changes in these contract specifications or in the contract will be permitted only upon written mutual agreement of Contractor and the Town.
- 5.2.2 Subletting: Contractor shall not assign, sublet and/or transfer the contract or any interest or part therein without first receiving written approval from the Town. It shall be mutually agreed and understood that said consent by the Town, shall in no way release Contractor from any responsibility as covered in these contract specifications and contract.
- 5.3 Time Schedule: The revaluation work will be started; provided the town delivers maps, present records with owner's addresses, property transfers and building permits at the convenience of Contractor, but no later than May 15, 2021 and will continue in a diligent manner so as to ensure completion within the schedule of completion dates set forth below:
- 5.3.1 Completion Dates: Contractor will complete the following phases of the revaluation in accordance with the following schedule:
- 5.3.1.a Complete preliminary land and building study by October 15, 2021.
- 5.3.1.b Complete Data Collection by November 30, 2021.
- 5.3.1.c Full Field Review Completed by December 31, 2021.
- 5.3.1.d Complete study of market rents, expenses, and capitalization factors by December 31, 2021.

- 5.3.1.e Deliver completed CAMA database, integration of CAMA software. Real Estate Property cards with sketches, measurements, listings, pricing, and suggested values to the Assessor by January 30, 2022.
  - 5.3.1.f Assessor completes review and final adjustments made for real property no later than February 14, 2022.
  - 5.3.1.g Assessment notices mailed by February 21, 2022. (Contractor to pay postage)
  - 5.3.1.h Informal hearings will begin no later than February 28 and end by March 21, 2022. The Contractor Completes all Field Work resulting from hearings before March 27, 2022.
  - 5.3.1.i Notices of results finalized after the informal hearings are to be mailed out, computer file is updated and final property record cards printed no later than April 13, 2022.
- 5.4 Assessment Date: The completed appraisals, upon approval of the Assessor, will serve as a basis for assessments, effective December 31, 2021.
- 5.5 Delays: Contractor shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, order of court or other public authority.

## 6 PAYMENT SCHEDULE

- 6.1 Periodic Payments: Payments shall be paid in the following manner: 30 days after the execution date of this contract and at the end of each 30-day period thereafter covered by this contract, Contractor will certify, by written progress report to the Assessor, the percentage of total work completed during the said 30 day period. The Town will review each report and within ten business days of receipt, either approve it for payment as follows or return it to Contractor with a written statement of reasons for its rejection. Upon determination by the Assessor that Contractor's work during said period is accurate, will pay Contractor a percentage of the total contract price equal to the percentage of work performed less 10 percent, which is to be retained by the Town to ensure full and satisfactory performance of the contract.

If the Assessor determines that Contractor's progress report is inaccurate, the Assessor shall give written notice as stated above, specifying exactly what is unsatisfactory by item, and Contractor shall make every reasonable attempt to correct the inaccuracy. The Assessor shall retain the right to delay payment, only for the specified item, until said item is resolved to the satisfaction of both the Assessor and Contractor. Upon satisfactory resolution, the Assessor shall pay Contractor said amount due, less 10 percent.

Upon completion of the duties by the Assessor that Contractor has performed fully and satisfactorily all its obligations and requirements under the contract and/or contract specifications, the retained 10 percent of the contract price will be paid to Contractor.

## 7 RESPONSIBILITIES OF CONTRACTOR

- 7.1 Public Relations: Contractor recognizes that good public relations are required in order that the residents and taxpayers of the Town may be informed as to the purpose, benefits and procedures of the revaluation program. Contractor 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 an understanding of, and support for, the revaluation program and sound assessment administration. Contractor shall supply visual aids and other media at its disposal to this end. All public releases will be approved by the Assessor prior to its release.

7.2 Conduct of Contractor Employees: As a condition of this contract, Contractor's employees will, at all times, treat the residents, employees and taxpayers of the Town with respect and courtesy; Contractor shall take appropriate and meaningful disciplinary measures against those who persistently violate such terms of this provision.

7.3 Records:

7.3.1 General Provision: Contractor will provide all record cards, street cards, owner cards, supplies, equipment, forms, literature and papers to be used in this project at no additional cost to the Town.

Contractor may, at its option and at no cost to the Town, utilize computers for its information processing, provided that the computer and appropriate machine-readable databases (such as magnetic tape and/or other automated storage media) are located in the Town, or elsewhere if the Assessor gives his prior written consent with whatever conditions and reservations he may deem appropriate to the interest of the Town.

7.3.2 Additional Supplies: All forms shall be subject to approval by the Assessor as to format, design, content, shape, size, color, quality and quantity.

7.3.3 Records are Town's Property: The original or a copy of all records and computations, including machine-readable database, made by Contractor in connection with any appraisal of property in the Town shall, at all times, be the property of the Town and, upon completion of the project or termination of this contract by the Town, shall be left in good order in custody of the Assessor. Such records and computations shall include, but not be limited to:

7.3.3.a Tax maps

7.3.3.b Land value maps

7.3.3.c Materials and wages, cost investigations and schedules

7.3.3.d Property Record Cards with final valuations and separate sketch cards, (if any)

7.3.3.e Sales data

7.3.3.f Capitalization rate data

7.3.3.g Depreciation tables

7.3.3.h Computations of land and building values

7.3.3.i All forms of correspondence including letter or memoranda to individuals or groups explaining methods used in appraisals

7.3.3.j Operating statements of income properties

7.3.3.k Duplicate of hearing determination notices

7.3.3.l Duplicate notice of change.

7.3.3.m All software and documentation for the complete operation of the CAMA System.

7.3.4 Assessor's Records: Contractor will use a system approved by the Assessor for the accurate account of all records and maps which may be taken from the files of the Assessor in connection with appraisal work. All such records and maps shall be returned

immediately. None of the Assessor's records shall be taken outside of the corporate limits of the Town without prior written permission of the Assessor. The Assessor will permit Contractor to copy all residential building sketches from existing field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds and swimming pools. Contractor will be permitted to copy and sketch all commercial and industrial properties which are presently outlined on existing Assessor's field cards.

- 7.3.5 Property Record Cards: Contractor will complete property record cards.
- 7.3.6 Valuation Information (Property Record Cards): These cards shall contain all manner of information affecting value, including, but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with unit of value applicable to each, public utilities available, public improvements, zoning regulations in effect as of the assessment date.
- 7.3.7 Sketches: Contractor will sketch all physical improvements, giving a listing of all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical and functional depreciation, depreciated values, fair market value. Sketches of buildings, including dwellings, shall be drawn to scale with dimensions given on the street card.
- 7.4 Assessment Notices: At the close of the revaluation, a notice shall be sent, at Contractor's expense including envelope by First Class Mail, to each owner of record, setting forth the valuation that has been placed upon the property identified in the notice, provided old assessments are provided on magnetic media. Further, enclosed with such notice shall be a letter specifying the dates, times and place of the informal public hearings. Such notices and letters shall be subject to the prior written approval of the Assessor. A duplicated copy, arranged alphabetically by the owner's name, shall be left with the Assessor.
- 7.5 Informal Public Hearings: At a time mutually agreeable to the Assessor and Contractor, but following completion of all review work by the Assessor and Contractor, Contractor will hold informal public hearings at such times and at such locations as the Assessor may specify so that owners of real and personal property, or their legal representatives, may appear at specified times to discuss with qualified members of Contractor's staff the manner and methods of arriving at value. Informal public hearings, at the Assessor's discretion, may be held on weeknights and Saturdays.

Contractor will provide a sufficient number of qualified personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer shall be given consideration and adjustments shall be made where warranted. The public hearings shall be completed by  
March 21, 2022.

Contractor will, at its own expense by First Class Mail, notify each taxpayer who has appeared at an informal public hearing of the results of that hearing as soon as the results are determined, and the form of such notices shall be subject to the prior expressed approval of the Assessor.

- 7.6 Board of Assessment Appeal: Contractor will have a qualified member or members of its staff with first hand knowledge of the project and Contractor's duties under the contract, available upon request, for attendance at any deliberations of the Board of Tax Review held after the completion of the revaluation, Sunday's excluded, to assist in the settlement of complaints and to explain the valuations made; but such availability and attendance shall not be required after the date for the completion of the duties of the Board Assessment Appeals with respect to the December 31, 2021 valuation, or for one complete calendar year beyond completion of the revaluation, whichever comes first.
- 7.7 Litigation: In the event of appeals to the courts, Contractor will furnish a competent witness/witnesses with first hand knowledge of this project and Contractor's duties under the contract to defend the valuation of the properties appraised; it being understood that Contractor shall furnish said witness/witnesses on any court action for 2 days at no charge, after the initial 2 days, a per diem rate of \_\_\_\_\_) will be charged. Contractor will provide supporting data, including written appraisals if deemed necessary by the Assessor, for any said court appeals. Contractor will also comply with any request by the Town to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation described in the first sentence in this paragraph.

Contractor shall not be held responsible for any assessments changed from the original revaluation figure by parties other than Contractor, unless the figure determined by Contractor was unreasonable, unsupportable or erroneous in the view of the Assessor.

7.8 Building Cost Schedules:

- 7.8.1 General: Contractor will prepare building cost schedules for usage in the program hereinafter specified. These schedules will reflect the unit-in-place method, based upon square foot or cubic foot area of building, as applicable. These schedules shall be used in computing the replacement cost in the Town for all residential, commercial, industrial and farm construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees, and all other direct and indirect costs of construction. Before final acceptance, they shall be proven by testing against known sales. All finalized schedules shall be approved by the Assessor before their adoption and usage by Contractor.
- 7.8.1.a Residential: Residential cost schedules will include schedules for various classifications, types, models and story heights normally associated with the residential buildings. The schedule will be flexible, with special sections reflecting the various additions and deductions for construction components from the base specifications such as insulation, wall and floor types, interior finish, etc., along with prices for different types of heating systems, bathrooms, fireplaces, porches, breezeways, attached and unattached as well as basement garages, and schedules for other building improvements usually found on residential property (swimming pools, barns, sheds, garages, tennis courts, greenhouses, solar designed, etc.)
- 7.8.1.b Commercial: Commercial building cost schedules shall be prepared in unit costs of materials in place and charted on a per square foot basis and shall be prepared for various

story heights and contain all additions and deductions for construction components from base specifications.

- 7.8.1.c Industrial and Special Structures: Cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall be prepared to contain all the additions and deductions for construction components from base specifications.
- 7.8.1.d Farm: Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including, but not limited to: barns, sheds, silos, milk houses, coops, etc.
- 7.9 Depreciation Schedules: The depreciation schedules or methods Contractor will use in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of building according to classification. These schedules or methods shall cover residential, commercial, industrial and farm buildings, and shall be approved by the Assessor prior to their use by Contractor.
- 7.10 Schedules for Town: Contractor will supply and leave for the Town not less than three copies of all the above required building cost schedules and depreciation schedules for the Town's usage, one copy of which shall be turned over to the Assessor upon approval of the schedules, as outlined herein. The schedules shall be in the form of a bound manual.

## 8 APPRAISAL SPECIFICATIONS

- 8.1 Appraisal of Land: Contractor will appraise all land within the Town: residential, vacant, commercial, industrial, agricultural, special use, public utility, and tax exempt.
- 8.1.1 Land and Value Study: Land shall be valued on the basis of an analysis of all sales data occurring during the two-year period prior to December 31, 2021. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the Assessor.

Contractor shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources of information relative to sales of property within the Town. All factors affecting the final value of land shall be considered, such as: location, zoning, inland wetlands, topography, soil condition, size, shape, view, utilities, vacancy, etc.

Non-conforming uses and zoning variances shall be considered in establishing values. A brief description of each lot or parcel of land, together with the valuation computations, shall be entered on the field record card.

- 8.1.2 On-site Inspections: CONTRACTOR shall measure and inspect any and all taxable real property located in the Town. CONTRACTOR will verify or correct the listing of physical details for all residential, commercial and industrial buildings and all structural improvements.

Due to the 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 data 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.

- 8.1.3 Land Value Units: Contractor will prepare land unit values, subject to the approval of the Assessor, by front foot, square foot, acreage or fractional acreage, or site value, whichever, in the judgment of the Assessor, most accurately reflects the market for the appraised land.
- 8.1.4 Land Value Map: Contractor will delineate the approved 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 contract.
- 8.1.5 Neighborhood Delineation: After consideration of the environmental, economic and social characteristics of the Town, Contractor will, with the cooperation and approval of the Assessor, delineate "neighborhood" units within the Town. Each neighborhood unit will, in Contractor's opinion, exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code which will be used for valuation. These neighborhood numbers shall be recorded and maintained on street cards and the computer database.
- 8.2 Appraisal of Residential Buildings and Structures:
  - 8.2.1 Field Review: All properties shall be reviewed in the field by Contractor's personnel qualified as reviewers, as previously prescribed in these contract 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.
  - 8.2.2 Pricing and Valuation:
    - 8.2.2.a Fair Market Value: Pricing and 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 the previously approved manuals and schedules and these contract specifications.
    - 8.2.2.b Final Valuation: The final valuation shall be the fair market value of the structure plus the market value of the land; such fair market values to be as approved by the Assessor. In arriving at the fair market value of the structures, replacement cost less depreciation

from all causes may be considered, along with all other factors affecting the value of the property, all of which shall be noted on the street card.

### 8.3 Appraisal of Commercial, Industrial, Public Utility and Special Purpose Properties:

8.3.1 General: All commercial, industrial, public utility and special purpose buildings shall be inspected, classified, priced and reviewed in the same manner as residential properties as set forth above, except that the dimensions of all buildings shall be to the nearest foot and the height of the building shall also be recorded on the street card.

8.3.2 Description: All buildings shall be identified and described as to component parts of construction, size, area, age, usage and present occupants(s) on the proper forms, as previously prescribed in these contract specifications.

8.3.3 Income Approach: Income and expense data gathered by the Town shall be utilized by Contractor for income producing properties. Any income and expense data, with accompanying summary reports and rent schedules, when used by Contractor shall become the property of the Town.

All information filed and furnished shall not be of public record and is not subject to the provisions of (Freedom of Information) of the Rhode Island General Statutes. From these returns and other data sources, Contractor will establish market or economic rent and expenses for income producing properties.

Contractor shall also develop capitalization rates by investigating sales and income data. Contractor shall establish rates for various classes of property which the Town may elect to have checked by bankers, investors and appraisers to ensure their accuracy. When the rates and methods have been approved by the Assessor, Contractor will perform the income approach by using both actual and economic income and expenses.

8.3.4 Yard Improvements: All yard improvements shall be listed and valued separately.

8.3.5 Fixed Equipment: All fixed machinery and equipment serving a building and taxable as real estate shall be listed within that building and priced in accordance with procedures as outlined in the applicable price schedule. If a question exists whether certain machinery or equipment is taxable as real estate, Contractor shall bring that question to the attention of the Assessor to be bound by his/her determination.

8.3.6 Review: A final review and inspection shall be made in the same manner and for the same purposes as prescribed for residential properties. The reviewer shall be competently trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building for which he/she is responsible.

### 8.4 Control and Quality Check:

8.4.1 Field Checks by Assessor: The Assessor shall spot check, in the field, properties picked at random by him/her, with or without Contractor's supervisor.

- 8.4.2 Building Permits: The Contractor shall inspect properties which had a building permit issued in the past 12 months.
- 8.4.3 Incomplete Construction: The Assessor's Office will plainly tab, with filing tabs approved by the Assessor, all property cards which have incomplete improvements on the December 31, 2021. The street card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date.

## 9 RESPONSIBILITIES OF THE TOWN

- 9.1 Nature of Service: It is clearly understood and agreed that the services rendered by Contractor are in the nature of assistance to the Assessor and all decisions as to proper valuations, taxable or tax exempt, shall rest with the Assessor.
- 9.2 Cooperation: The Assessor, Town and Town employees will cooperate with and render all reasonable assistance to Contractor and its employees.
- 9.3 Items Furnished by the Town: The Town shall furnish or make available the following:
- 9.3.1 Maps: The Town shall furnish one set of updated Town tax maps showing street, property lines and parcel identification numbers.
- 9.3.2 Land Dimensions: The Town shall make available to Contractor lot sizes and total acreage of all pieces of property where the maps or present records fail to disclose measurements or acreage.
- 9.3.3 Zoning: Town shall make available current Town building zone regulations and zoning map.
- 9.3.4 Record Cards: The Town will make available the present street cards only for the copying by Contractor of the following data: owner of record, location of property, address of owner, deed references, map and lot reference, age and date of construction of all buildings, lot size or amount of acreage of properties.
- 9.3.5 Property Transfers: Contractor will make available to the Town the street cards on a regular basis for an updating of this information listed in Sub-Section D of this section for all property splits and transfers occurring after the initial typing of the new street cards by Contractor.
- 9.3.6 Building Permits: The Town shall make available all building permits or copies thereof during the course of the revaluation project up to December 31, 2021. All building permits shall be returned to the Town.
- 9.3.7 Identification: The Town shall furnish letters or cards of introduction and authority to inspect real estate in the Town.
- 9.3.8 Signing of Communications: The Town shall sign, by the Assessor or Chief Executive Officer, communications to be mailed at Contractor's expense for the purpose of 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.

- 9.3.9 Mailing Address: The Town shall make available, through the Assessor's and/or Tax Collector's Office, the current mailing address of all property owners.
- 9.3.10 Office Space: The Town shall furnish to Contractor sufficient office space to carry out the terms of this contract. If the Town is unable to provide space, the Town will reimburse Contractor for leased space, subject to the Town's approval for appropriateness and cost.
- 9.3.11 Media: The Town shall have information above available on magnetic media for the purposes of creating a legal file on Contractor's computers during initiation.
- 9.3.12 Obligation to Keep Current: The Town shall continuously and currently update the information specified above.
- 9.3.13 Sales Information: The Town shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

## 10 TRANSMITTAL OF RECORDS TO THE ASSESSOR

Regular periodical delivery of appraisals, as completed and in accordance to a schedule agreeable to the Assessor shall be turned over the Assessor for review. All appraisals of buildings either completed or under construction and all completed and corrected records shall be turned over to the Assessor as of April 13, 2022. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of December 31, 2021.

This information and/or appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under the provisions of the applicable law.

It is understood and agreed that the reappraisal of properties covered by this agreement shall conform to the procedures and technical requirements of the Assessor, unless otherwise provided herein. Contractor, through its supervisor, shall be responsible to the Assessor and, at regular intervals, shall meet with said Assessor to discuss the progress and various other details of the project.