

Request for Proposal

Revaluation (Statistical Update) of the Town of Lee, NH

The Town of Lee, New Hampshire (the "Town") seeks competitive proposals for a Statistical Update of values of all taxable and tax-exempt properties situated within the Town.

The Town currently uses Avitar Appraisal Software. A full Town-wide revaluation was last done in 2016. Lee is scheduled for assessment review by the NH DRA in 2021.

The total area of the Town is 12,146 acres, with 2,176 parcels. 1,074 acres are tax-exempt and 7,044 acres are enrolled in Current Use. The following is a breakdown of the parcel count:

- Single Family – 1,480
- Multi-Family – 92
- Condominiums – included in Single Family
- Mobile Homes – 185
- Commercial/Industrial – 58
- Exempt – 60
- Vacant - 297
- Utilities – 4

Interested assessment companies ("Bidder / Contractor") are invited to submit proposals that shall include:

1. The Bidder's ability to provide the services and minimum specifications described below, in accordance with the DRA's 600 rules and DRA's update agreements;
2. Name and telephone number of person(s) to be contacted for further information and clarification;
3. Bidder's ability to conform to attached proposal schedule;
4. A list of all personnel who will be assigned to Lee, including their years of experience and qualifications;
5. Listing of all municipal valuation updates completed during the past five (5) years, including client contacts, telephone numbers, and size of municipalities (indicated by number of real estate parcels, scope of services rendered, and date completed under present corporate entity). Such list must include at least two (2) communities comparable to the Town of Lee.
6. Indication of how many years Bidder has been engaged as a company, corporation, partnership, or individual specializing in government assessing revaluation services.

Three (3) hard copies of the proposal and one (1) digital copy shall be submitted no later than December 7, 2020 at 4:00 pm to:

**Town of Lee
RFP 2021 Statistical update**

By Mail:

Town of Lee
7 Mast Road
Lee, NH 03861

For delivery by courier or in person:

Town Hall
7 Mast Road
Lee, NH 03861

Inquiries may be directed by email to townadministrator@leenh.org or by mail to 7 Mast Road, Lee, NH 03861. Town Administrator Julie Glover can be reached Monday thru Friday from 8:00 am to 4:00 pm.

Services to be Included

All services shall be performed in a professional manner in accordance with applicable NH Statutes, and NH DRA and ASB Rules.

1. Perform complete exterior and interior inspection (full measure and list) and appraisal of all sale properties within the Town within the two year range of April 1, 2019 through March 31, 2021. The existing property cards may be used for reference; however all data on the cards, other than lot measurements, must be verified by measurement and inspection. The Contractor will attempt to set up an appointment with the property owner and if necessary follow up with callbacks.
2. Perform sales analysis of all sales, determining appropriate classification using data from April 1, 2019 through March 31, 2021. The sales analysis and final values will be determined as of April 1, 2019.
3. Input all property records and sales analysis data into Town's appraisal software and generate new values for the entire Town.
4. Complete a full field review of all properties prior to sending proposed valuation notices.
5. Make progress reports to the Selectmen and Contracted Assessing Agent at least monthly unless otherwise agreed to by both contract parties.
6. Provide appropriate public and media information to ensure effective communications regarding the property assessment process, including but not limited to ongoing press releases, progress reports, notification of revaluation results and information reviews. All information shall be made available in a timely fashion to allow inclusion in local newspapers and posting in two public places within the Town. Costs for advertising shall be the responsibility of the Bidder.
7. Develop and distribute all communications to taxpayers advising of the preliminary assessments and scheduling of the informal review of assessments. All mailings shall be by first class mail and all mailing costs shall be the Bidder's responsibility. The Bidder shall be responsible for scheduling hearings. Said Hearings will be a minimum of three (3) days duration with evening and Saturday scheduling available. The notification shall contain instructions regarding the appeal process for abatement per RSA 76:16, RSA 76:1-a, and RSA 76:17.
8. Bidder shall notify by first class mail all property owners addressed during the hearings of the disposition of their review stating whether or not a change in value has resulted, and the amount, along with instructions for appealing the informal review process.
9. Develop a draft USPAP compliant manual, to be available at the time of the informal hearings with a final copy supplied to both the Town and the NH Department of Revenue Administration at the completion of the project.

10. All field cards, logs, and work documents such as property record cards in hard copy, electronic or both formats shall be kept at all stages and be retained as property of the Town. All review meeting schedules, property record cards, before and after changes, worksheets and any other documentation provided at the time of the review meetings shall be turned over to the Town when complete.
11. The successful 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.
12. 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.
13. The NH DRA, Property Appraisal Division, must first approve all employees assigned to the project for the activities they will be assigned to perform.
14. All employees working outside the Town Hall or assigned office quarters will, at all times, wear an identification card, 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. Vehicle information shall be posted and available with the Town Offices and Lee Police Department.
15. 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.
16. The successful Contractor agrees to review, process, defend and support all values established for the revaluation tax year upon appeals to the NH BTLA or Superior Court, in all cases where the appeal has been submitted in a timely fashion as prescribed by law, at no additional cost to the Town. All abatement recommendations for those reviews will be in writing and submitted to the Select Board or their designated representative.
17. If applicable, a performance bond will be required. Liquidated damages of three hundred dollars per day (\$300) for late completion will be based upon the date of September 1, 2021.
18. 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.
19. Upon final maintenance of all properties by the Contractor, no later than September 1, 2021, 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 exempt and taxable 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;
- All data and values current and accurate in the CAMA system;
- 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;

The Town of Lee will provide access to all property tax records and associated data as may be available from its own files. Additional assistance shall be provided by a member of the staff, if available, to provide for the proper and efficient administration of revaluation tasks. A work area, telephone, and network computer terminal will be available.

Commencement and Completion of Work

1. The project shall begin no later than 30 days after the execution of a contract between the winning Bidder and the Town, or on such other date as agreed by both parties to the contract. The project shall begin with a meeting among Town officials, the winning Bidder and the NH DRA.
2. The project shall be concluded and results delivered to the Select Board by August 15, 2021. State with specificity the start date, the turnover date (no later than August 15, 2021), 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 current Sale Properties.
 - File maintenance timeline
 - Sales analysis startup and completion
 - 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

3. The Revaluation shall be considered complete only when informal reviews have been completed, the figures reviewed by the Select Board and/or their designee, changes have been made as required, the Select Board has accepted the new values, and all data has been entered into the assessing program on the Town's computer system.

Town-Contractor Relationship

1. 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.
2. 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.

Contract Awards

The Town of Lee reserves the right to reject any or all proposals, or to accept the proposal that the Town deems to be in the best interest of the Town, regardless of lowest bid amount. The Town reserves the right to waive informalities in the bid process. The Town will evaluate proposals based on the following criteria:

- Qualifications and experience of the individuals assigned to the contract, and relevant experience in conducting similar services.
- History of the individual or firm, including years in business, and ability of the firm to perform the work described in a timely fashion.
- Confirmation of Public Liability, Automobile Liability and Worker's Compensation Insurance in amounts acceptable to the Town.
- Previous work experience with local, county, or state government.
- How well the proposal communicates an understanding of the scope of work in Lee.
- Cost of Services.

The following non-collusion clause shall be part of every bid specification package. Bidders must sign this statement in order for the bid to be valid:

"The undersigned certified under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As use in this section the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity."

Name of person signing bid

Date

Company

The Town of Lee reserves the right to request additional data or information or a presentation in support of written proposals. However, the Town may award a contract based on offers received, without additional submissions. Accordingly, the proposal should be submitted on the most favorable terms from all aspects, which the Bidder can submit. The Town reserves all rights to negotiate with the consultant of its choice based not solely upon cost alone, but on the qualifications and ability of the consultant to perform, consistent with the Town's intent, requirements, time schedule, and funds availability.

The NH Department of Revenue requires a contract before any work shall commence. Any contract awarded as a result of this RFP will comply with applicable Statutes and DRA and ASB rules, and is subject to review by the NH DRA.

Bids will be opened and tabulated following the due date, for final information to be presented to the Select Board at their regularly scheduled meeting on December 14, 2020.

After the bid opening, the bidder may not amend, correct, modify or change in any fashion, a bid, which would be contradictory to the interests of the Town of Lee or fair competition. The Select Board may waive minor informalities, or allow the bidder to make corrections, as long as the intent of the bid is not disturbed.

The cost associated with responding to this request for proposal shall be borne solely by the responding bidders and are not reimbursable in any way.

Revaluation Schedule Dates

Proposed bids due:	Dec. 7, 2020 at 4:00 pm
Contract awarded:	TBD
Begin update:	within 30 days of execution of contract
Create preliminary values to Town for review:	TBD
Field review:	TBD
Completion of preliminary values:	TBD
Taxpayer hearings:	TBD
Final values to Select Board:	no later than August 15, 2021
Turnover of values to Select Board:	TBD