

CITY OF PORTSMOUTH, NEW HAMPSHIRE

REQUEST FOR PROPOSAL

2024

FULL STATISTICAL REVALUATION

REQUEST FOR PROPOSAL

(Subject to Full Funding)

The City of Portsmouth, New Hampshire is seeking REVALUATION PROPOSALS for the Statistical Revaluation Update and assessment of all taxable, non-taxable and tax-exempt property within the City's boundaries. PROPOSALS shall be made in conjunction with the attached CONTRACT SPECIFICATIONS.

Sealed bid proposals, **plainly marked**, "**RFP #42-23, 2024 Full Statistical Revaluation**" **on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, 1 Junkins Avenue, Portsmouth, NH 03801 will be accepted until, **May 26, 2023 at 10:30 a.m.**

Specifications may be obtained from the City's web site:

www.cityofportsmouth.com/finance/purchasing-bids-and-proposals under the project heading.

Questions shall be directed to purchasing@cityofportsmouth.com no later **May 18, 2023 at 4:30 p.m.**

Addenda to this proposal document, if any, including written answers to questions, will be posted on the City of Portsmouth website under the project heading by **May 22, 2023 at 4:30 p.m.** Addenda will not be provided directly to proposers.

All PROPOSALS shall be in writing and must be on the forms as attached hereto, filled out completely and signed by the proposer with his/her business address and place of business.

The acceptance of any PROPOSAL by the City is contingent on and subject to the Mayor and City Council taking future action(s) to provide funds to pay for a Property Revaluation Update agreement or contract. Should the Mayor and City Council fail to take the action(s) necessary to provide the required funds the City will not accept any PROPOSAL and/or will reject all PROPOSALS. The City may also delay the execution of any Property Revaluation Update agreement or contract until funding is available.

The City of Portsmouth reserves the right to reject any or all PROPOSALS and to make the award as may be deemed to be in the best interest of the City of Portsmouth.

Information for Proposers

1. Please contact the Procurement Coordinator via email purchasing@cityofportsmouth.com, regarding any questions or correspondence about the Revaluation Request for Proposals no later than May 18, 2023 at 4:30 p.m.
2. Answers shall not be provided individually but posted by May 22, 2023 at 4:30 p.m.
3. A proposer may withdraw his/her PROPOSALS before the opening by writing to the Finance/Purchasing Department, 1 Junkins Ave, Portsmouth NH, 03801.
4. Any correction or modification to the PROPOSALS shall be made before the opening date, in writing. This correction and/or modification shall be sealed, labeled proposal modification, with name of the proposer clearly marked on the envelope.
5. A REQUEST FOR PROPOSAL received after the time and date specified will not be considered and will be returned unopened.

REQUEST FOR PROPOSAL DOCUMENT

This document is to be included in the PROPOSALS package in a separate envelope, clearly marked “PROPOSAL– PROPERTY REVALUATION”.

Revaluation Update of all real property	\$
Defense of Values. <i>Please provide an hourly rate schedule for Defense of Value. Please see section VIII (B) for City’s Defense of Value standards and requirements.</i>	\$
Computer Hardware, Software, and associated Licensing Costs	\$
Online Posting of CAMA Information	\$

For the number of properties in excess of 9,800 or less, the following fees will be charged or credited on a per parcel basis. These charges or credits are to be applied by class as identified and will be added to the total base CONTRACT price.

Class	Rate Per Parcel
One-To-Three Family Dwellings	
Apartment Buildings	
Residential Condominium Units	
Improved Industrials	
Improved Commercials	
Vacant Land	
Mobile Homes	
Commercial/Industrial Condominiums	
Exempts	

The above price quotes are to be considered separate and unbundled costs. The City of Portsmouth reserves the right to select any or all costs which are in the best interest of the City.

The acceptance of any PROPOSAL by the City is contingent on and subject to the Mayor and City Council taking future action(s) to provide funds to pay for a Property Revaluation Update agreement or contract. Should the Mayor and City Council fail to take the action(s) necessary to provide the required funds the City will not accept any PROPOSAL and/or will reject all PROPOSALS. The City may also delay the execution of any Property Revaluation Update agreement or contract until funding is available.

REQUESTS FOR PROPOSAL shall include the following information. Indicate with an (x) in the left-hand column that they have been included in your response:

X	No.	Item
	1.	Name and telephone number of person(s) to be contacted for further information and clarification.
	2.	Listing of all municipal revaluations over 10,000 parcels completed during the past five (5) years. Include client contact, telephone number, size of municipality (indicated by number of real estate parcels).
	3.	Company shall specify number of years it and any predecessor organization has been providing governmental tax revaluation services.
	4.	Name of project supervisor to be assigned to this project, along with his/her resume as well as the names and resumes of other personnel.
	5.	Time schedule filled out according to sec. II E of this RFP.
	6.	Fees broken down as provided for in sec. II G.
	7.	Rate per parcel of properties in excess of 105% of total properties listed in Addendum "A".
	8.	Summary of court experience in defending assessments.

CONTRACT SPECIFICATIONS

I. SCOPE OF THE REVALUATION PROJECT

- A. The Revaluation Update PROJECT requires the complete appraisal and revaluation of all real taxable property, utilizing the City's present physical data, except where listed as "not included" in this contract specification, and all non-taxable and tax exempt real property located within the corporate limits of the City of Portsmouth. Of particular importance to the City is the Company's experience in using Vision Appraisal Technology Computer-Assisted Mass Appraisal (CAMA) software.
- B. The COMPANY that executes the contract with the City shall furnish all labor, materials, supplies and equipment, and shall perform all work for the project in strict accordance with these contract specifications.
- C. The PROJECT shall be subject to the direct supervision and approval of the Assessing Director of the City of Portsmouth. The Assessing Director shall have final approval of personnel, forms, records and materials utilized in this PROJECT. The PROJECT shall conform to "Assessment Review" guidelines promulgated by NH Assessing Standards Board and Chapter 600, Rules of the Department of Revenue Administration, State of NH.
- D. The values to be determined shall be full market value as defined in the N.H. Revised Statutes Annotated and New Hampshire Supreme Court decisions. Basis of valuation shall be the recognized methods of appraising real property, as defined by the Appraisal Institute and the International Association of Assessing Officers (IAAO).
- E. The PROJECT shall include the valuation of the following categories of real property within the City:
 - 1. All taxable real property, including land, buildings and improvements except as noted below.
 - 2. All non-taxable and tax-exempt property. All decisions regarding the taxable status of any property shall be made by the Assessing Director.
- F. For the duration of this project, the COMPANY shall utilize the latest version of Vision Appraisal Technology's CAMA software. The COMPANY will be responsible for any costs incurred by the CITY associated with software licensing necessary to carry out the project.
 - 1. The successful vendor will be required to utilize this system to its full capabilities and will be expected to establish a successful working relationship with the software supplier in order to ensure efficient and effective installation and implementation.
 - 2. At the time of project inception, the City shall provide two copies of the Vision database: one for read-only purposes, to represent the data as it was at the start of the project; and the other for live updating by the COMPANY during the course of the project.
 - 3. Logins and other security shall be provided by the City and access to and use of this system by the COMPANY'S staff shall be in accordance with City security protocols, as directed by

the City's Information Systems Department and the Assessing Director.

- a. Each COMPANY person, including subcontractors, utilizing City-owned computing resources (hardware, software, network, etc) must either attend City-provided security training or certify that he/she has read, understood, and will comply with all City computing security policies and procedures.
 - b. The COMPANY shall be held solely responsible for all costs and efforts necessary to remedy any security breach or violation caused by its personnel, including any subcontractors.
4. Any software licenses needed through the CITY, computers, printers, networking hardware, internet access, and/or wireless access required to access the City's Vision system will be at the expense of the COMPANY.
 5. The CITY will also provide browser-only (inquiry) access to its current Geographic Information System (GIS) via the same access as to the Vision software. GIS datasets are available upon request subject to the City's GIS Data Sales and Distribution Policy: contractors for City-sponsored projects may obtain necessary GIS data at no charge, for limited use purposes and upon the signing of a data release form.
 6. For all COMPANY-owned computers, the City will not provide other software such as desktop productivity software, email clients, or GIS clients; nor will the City provide general internet or wireless access. Such software and/or internet access may be provided on City-owned computers located on City-owned premises. Limited internet access is available upon request for COMPANY-owned computers while on City-owned premises (for those premises where City network connectivity already exists).
 7. The COMPANY shall be responsible for all licensing fees, software or otherwise, associated with accessing the Vision system as well as any other software/hardware required to complete the project.
 8. The COMPANY shall be responsible for providing the City with a written list of names of COMPANY personnel who will require access to the City's CAMA system. This list shall include the level of security necessary for each person, shall be signed by the Project Supervisor, and then submitted to the Assessing Director, who will in turn review that information before passing it on to Information Systems to set up access. Generic user accounts shall not be provided. The COMPANY shall not permit its personnel to share user accounts and shall observe all City security policies. The COMPANY through its Project Supervisor shall be responsible for informing the Assessors immediately in writing, signed by the Project Supervisor, whenever persons are added or removed from the project so that their system access can be appropriately granted or revoked. The COMPANY shall be held financially responsible for all consequences of unauthorized system access in the event it fails to notify the City of the departure of any person previously granted access, or otherwise violates any City security or usage policy requirement.
- G. The effective date of this revaluation PROJECT shall be for the Assessment Date of April 1, 2024. Valuations and appraisal of all real property shall reflect full market value as of April 1, 2024.

H. Approximate number of properties as of April 1, 2022 is set forth in Addendum “A”

I. Pertinent City Data

1. Last revaluation was effective as of April 1, 2019.
2. Estimated Population as of 2021 is 22,252
(Population estimate from NH Office of State Planning)
3. The total area of the corporate City of Portsmouth is 16.82 square miles.

II. GENERAL CONDITIONS

A. PROJECT AWARD

The City of Portsmouth reserves the right to reject any, or any part of, or all proposals; to waive informalities and technicalities; and to accept that proposal which the CITY deems to be in the best interest of the CITY. **Proposal price shall be a consideration, but lowest dollar cost proposal shall not be the sole criteria to be considered.** Consideration in the awarding of the Contract will be given to price, experience and competence of the COMPANY, quality and experience of the COMPANY’S personnel, the nature and size of the COMPANY’S organization, and the quality of similar projects performed by the company in the past utilizing the current CAMA system.

B. COMPANY

1. Certification

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

2. Proposal

Each proposal submitted shall detail the COMPANY’S qualifications and experience. The COMPANY shall submit a complete client list of all municipalities to which it has rendered services during the last five (5) years. The Proposal shall also include a statement detailing the number of years the Company or any predecessor organization has been engaged in providing governmental tax revaluation services.

C. PERSONNEL

The COMPANY shall provide experienced and qualified personnel. The COMPANY shall submit to the CITY written qualifications of all personnel assigned to this project in the form of a resume. All personnel assigned to this project shall be subject to the approval of the City Assessing Director and be certified to perform applicable work assignment(s) in accordance with NH Department of Revenue and NH Assessing Standards Board criteria.

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 interests of the City.

The COMPANY shall provide the CITY with the names and qualifications of the individual(s) assigned to perform the valuations of the CITY'S major utilities for approval. Upon approval of the contract and before the revaluation begins, the COMPANY shall provide to the DRA and the Assessing Director, a list of the DRA-certified personnel assigned to work under the contract.

1. Office Space, Hours, Staffing

The CITY shall furnish sufficient office space, necessary office furniture and necessary telephone lines. The COMPANY will be responsible for providing telephones, copier equipment, computer hardware and software, and internet connectivity to carry out the terms of this contract. The office shall be in the City and be open during the regular hours maintained by the City of Portsmouth, or if the office is not open, the COMPANY shall inform the Assessing Director of the availability of the contract representative.

2. Minimum Qualifications

The COMPANY shall employ personnel in such positions as necessary to execute the provisions of this PROJECT. Said personnel shall at a minimum, possess the minimum qualifications as established in Chapter 600, Rules of the Department of Revenue Administration and rules promulgated by NH Assessing Standards Board.

For grading, classifying, appraising and data collection of all property covered by the contract, the COMPANY shall only employ personnel who are: (1) Certified by the DRA, as defined in the Asb 300 Rules and RSA 21-J:14-f for the level of work they will be performing; and, (2) Approved by the Assessing Director.

The Company shall ensure that the individual(s) assigned to perform data entry are proficient in the use of Municipality's CAMA system.

3. Identification

All field personnel shall carry suitable I.D. cards which shall include an up-to-date photograph, supplied by the company and authorized by the City Assessing Director. All automobiles used by the field personnel shall be registered with the police department of the City of Portsmouth giving license plate number, make, model, year and color of the vehicle.

4. A background check of all field personnel shall be performed by the City, the cost of which shall be paid by the Company. All field personnel shall provide the City with a signed release form to be provided in Addendum "B" and such other releases as may be required by other states to perform criminal record checks within their jurisdictions.

5. Conflict of Interest

The COMPANY 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.

D. PROTECTION OF THE CITY

1. Bonding

The COMPANY shall, to secure the faithful performance by the COMPANY of the terms of the CONTRACT, furnish to the City of Portsmouth a Performance Surety Bond upon execution of the CONTRACT, in the amount of the CONTRACT, which bond shall be issued by an admitted bonding company licensed to do such business in the State of New Hampshire within an A.M. Best Company rating of “A+” or better.

Said bond shall be in a form satisfactory to the City’s Attorney. This bond shall secure performance of all the COMPANY’S obligations under the contract including the COMPANY’S obligation to address abatement applications for the April 1, 2024 tax roll under Section VIII B of these contract amendments.

2. Indemnification and Insurance

- a. The COMPANY agrees to defend and indemnify the City against claims for bodily injury, death and property damage, which arises in the course of the COMPANY’S performance of the contract.
- b. The COMPANY shall not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances which are beyond the Company’s reasonable control.
- c. The COMPANY shall maintain public liability insurance, automobile liability insurance and workmen’s compensation insurance.
- d. The public liability insurance shall be in the form of commercial general liability with the inclusion of contractual liability coverage and shall provide limits of:
 - (1) \$1,000,000 each person;
 - (2) \$1,000,000 each occurrence for bodily injury liability, and
 - (3) \$1,000,000 each occurrence for property damage liability; and
- e. The automobile liability insurance shall be in the form of comprehensive automobile liability and shall provide limits of:
 - (1) \$1,000,000 each person; and
 - (2) \$1,000,000 each occurrence for bodily injury liability; and
- f. The Workman’s Compensation insurance in compliance with the requirements of New Hampshire State Statute and Department of Labor regulations
- g. The COMPANY shall provide to the City:
 - (1) Certificates of insurance, written by an insurer licensed in the State of New Hampshire, confirming the required insurance coverages shall be provided to the City; and

(2) Said certificate shall provide for a ten-day written notification to the City prior to a change in, or cancellation of coverage.

3. Liquidated Damages

a. Failure of the Company to complete all work prior to the date specified herein, September 30, 2024 shall be cause for a payment from the Company on the request of the City in the amount of FIVE HUNDRED DOLLARS (\$500.00) per calendar day beyond the specified date of completion. For the purpose of this liquidated damages only, completion of all work is defined as follows:

- Completed data collection cards with all measurements and listings.
- Completed review documents.
- Completed hearings and hearing corrections.
- Completed sales analysis and sales book.
- Completed Income & Expense analysis book.
- Completed final valuations and total work product delivered.

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 excepted.

E. COMPLETION DATE AND TIME SCHEDULE

1. Changes and subletting of contract.

a. Revisions, Modifications and Subletting

The COMPANY 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, the Department of Revenue Administration and the bonding company. It shall be mutually agreed and understood that said consent by the City shall in no way release the COMPANY from any responsibility or liability as covered in these specifications and contract.

2. Time Schedule

- a. Revaluation Update Project work shall start in the City no later than thirty (30) days after signing of the contract.
- b. All corrected and finalized appraisal cards shall be completed and turned over to the City no later than September 30, 2024.
- c. All electronic files (including data, word processing, spreadsheets, etc.) created and/or used by the COMPANY in fulfillment of this project shall be turned over to the City no later than September 30, 2024. New or updated databases and/or files after that date shall be turned over as soon as possible following their creation/update. All such files shall be turned over using media as determined by the Assessing Director.

- d. The various phases of the Revaluation Update Project shall be completed in compliance with the following schedule: **The Proposer may submit an alternative schedule to that submitted below. However, the schedule submitted shall include all procedures set forth in the schedule below and must provide for final reconciled values by September 30, 2024, including all associated documentation and appraisal cards. Of particular importance is the timely completion of hearings in August 2024 to provide adequate time to complete reconciliations and final acceptance of values.**

Task	Start	Completed
Execution of Contract	Jan 2024	
Provide Performance Bond	Jan 2024	
Project Start-Up	Jan 2024	Jan 2024
Procedures Defined	Jan 2024	Jan 2024
Property Record Card Prep, Route/Sort	Jan 2024	Jan 2024
Public Relations	Jan 2024	Oct 2024
Quality Control	Feb 2024	Oct 2024
Data Entry	Feb 2024	Apr 2024
Residential Sales Analysis/Field Review	Jan 2024	Apr 2024
Initial Inspection	Jan 2024	Apr 2024
Commercial/Industrial/Exempt I&E/Data Collection	Feb 2024	Apr 2024
Callback Appointment Process	Feb 2024	Apr 2024
Neighborhood Delineation	Jan 2024	Mar 2024
Sales Analysis and Verification	Mar 2024	Jun 2024
Cost and Depreciation Schedules	Feb 2024	May 2024
Land Unit Value Tables	Feb 2024	Apr 2024
Economic Rent and Expense Tables	Jan 2024	May 2024
Residential Market Model	Jan 2024	May 2024
Residential Review	Jan 2024	May 2024
Commercial/Industrial/Exempt Review	Jan 2024	May 2024
Assessing Director Review of Values	Jan 2024	May 2024
Informal Process	Apr 2024	May 2024
Print Notices	Mar 2024	May 2024
Interim Assessed Values Field Cards On-line	Jul 2024	Sep 2024
Mail Notices	Jun 2024	Aug2024
Property Owner Reviews/Hearings	Jun 2024	Aug2024
Final Checks/Final File Maintenance/Re-Notice	Jun 2024	Sep 2024
Final Assessed Values and Field Cards On-line	Jul 2024	Sep 2024

- e. Assessment Date

The completed appraisals, upon approval of the ASSESSING DIRECTOR will be the basis for the assessment date of April 1, 2024. All data contained on the appraisal cards, system database, and the software package shall reflect the assessment date of April 1, 2024.

f. Critical Dates

The City recognizes that a successful Project requires timely completion of specific phases of the Project. Therefore, the following phases and completion dates are assigned as critical dates. Failure to complete any phase by the specified date shall result in a financial penalty of \$500.00 per calendar day until complete.

Critical Date 1) June 30, 2024
Residential/ Commercial/ Industrial/ Exempt value reviews complete for notices to property owners.

Critical Date 2) August 31, 2024
Notices to property owners, scheduling and hearings completed.

Critical Date 3) September 30, 2024
Notices of decision sent to property owners and submittal of final Residential/ Commercial/ Industrial/ Exempt values to City.

F. PAYMENT SCHEDULE

Payments shall be made in the following manner: Thirty (30) days after the execution of the CONTRACT by both parties, and by the 25th day of each succeeding month, the COMPANY shall forward to the Assessing Director an invoice of work completed during the 30 day period of the preceding month. Such invoice will itemize and accurately indicate the extent and nature of the work performed by volume, street, category or in any other manner required by the ASSESSING DIRECTOR. All monthly progress reports and work completed will be subject to the review and approval of the City Assessing Director. Payment shall be within 30 days of invoice date.

Upon the Assessing Director's determination that the invoice accurately portrays the work performed during the previous month, a percentage payment, representing ninety (90%) of the proportion of the total work completed for that month shall be paid to the COMPANY.

The COMPANY shall submit with their proposal the completed schedule and percentage of completed work showing the fee breakdown activity as listed as item II G. SCHEDULE AND PERCENTAGE OF COMPLETED WORK.

Ten percent (10%) of the total CONTRACT amount shall be withheld until such time as the Assessing Director determines that the COMPANY has performed fully and satisfactorily all of its obligations and requirements under the contract.

G. SCHEDULE AND PERCENTAGE OF COMPLETED WORK
STAGES OF COMPLETION/FEE BREAKDOWN ACTIVITY

Stage of Completion	%	Amount (\$)
Execution of Contract		
Provide Performance Bond		
Project Start-Up		
Project Plan		
Procedures Defined		
Public Relations Program		
Property Record Card Prep: Route/Sort		
Quality Control		
Data Entry		
Residential Sales/Data Qualification		
Initial Inspection		
Commercial/Industrial/Exempt/ Income & expense/Data Collection		
Callback Appointment Process		
Video Imaging		
Neighborhood Delineation		
Sales Analysis and Verification		
Cost and Depreciation Schedules		
Land Unit Value Tables		
Economic Rent & Expense Tables		
Residential Market Model		
Residential Review		
Commercial/Industrial/Exempt Review		
Assessor's Review of Values		
Informal Process		
Print Notices to Property Owners		
Interim Property Record/Field Cards		
Mail Notices to property owners		
Property Owners Reviews		
Field Checks/Final File Maintenance/Notices of decision		
Mail Booklets unless waived by the Assessing Director		
Final Electronic Property Record/Field Cards		
Defense of Values		
Turnover/Acceptance by City		
TOTAL BASE PRICE		

H. TOTAL CONTRACT PRICE

For the number of properties in excess of 9,800 or less, the following fees will be charged or credited on a per parcel basis. These charges or credits are to be applied by class as identified and will be added to the total base CONTRACT price.

Class	Rate Per Parcel
One-To-Three Family Dwellings	
Apartment Buildings	
Residential Condominium Units	
Improved Industrials	
Improved Commercials	
Vacant Land	
Mobile Homes	
Commercial/Industrial Condominiums	
Exempts	

III. RESPONSIBILITIES OF THE REVALUATION COMPANY

A. GOOD FAITH

The COMPANY shall in good faith use its best efforts to assist the ASSESSING DIRECTOR in determining accurate and proper market valuations, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities under Section VIII B. The COMPANY shall allow the Assessing Director access to the COMPANY’S data records and shall provide access between the COMPANY’S data records and the office of the Assessing Director.

B. DATA COLLECTION

The COMPANY shall measure, list and field review for accuracy all commercial, industrial and special purpose buildings as set forth above and described in Addendum C. The dimensions of all buildings shall be to the nearest foot and the height of the building shall also be recorded on the property record card and the master file. All buildings shall be identified and described as component parts of construction, size, area, age, usage, income producing areas by use and present occupants on forms as previously described in these specifications. The penalty provisions stated in IV B 1.(f) shall apply to the inspections of all commercial, industrial and special purpose buildings, except that for each property that is not inspected the Assessing Director may assess a penalty of One Hundred Dollars (\$100.00) to be deducted from the contract price.

C. SALES REVIEW

The COMPANY shall review all sales used to determine benchmarks for the revaluation. All sales are to be field reviewed by the COMPANY. Any changes to property data or qualification status made by the COMPANY to sales shall be reviewed and approved by the Assessing Director.

D. PUBLIC RELATIONS

The parties of this Revaluation Update PROJECT recognize that a good public relations program is required in order that the public of the City may be informed as to the purpose, benefits and procedures of the revaluation.

The COMPANY will assist the ASSESSING DIRECTOR in taking measures at all stages of the operation to foster and maintain good relations with the taxpayers of the City, City Officials, Agents, and City Employees. The COMPANY shall submit a detailed public relations plan to the City within thirty (30) days of execution of this agreement for the dissemination of information to the taxpayers via appropriate on-line and local media that will serve to inform and educate the public at large of the following points:

- a) necessity of a Revaluation program
- b) progress and status of the project
- c) goals of the project
- d) roles of the City and Company
- e) necessity of data collection or verification
- f) qualifications of the Company and City Assessment Department
- g) necessity of property owner cooperation
- h) disclosure aspects throughout the project
- i) on-going nature of completed assessment system

The COMPANY 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.

E. CONDUCT OF COMPANY EMPLOYEES

As a condition of the CONTRACT, the COMPANY'S employees shall at all times treat the residents, employees and taxpayers of the City of Portsmouth with respect and courtesy. The COMPANY shall take appropriate and meaningful disciplinary measures against those company employees who violate the terms of this provision.

F. RECORDS

1. General Provisions

The COMPANY shall provide all appraisal cards, computer supplies, office supplies, equipment, forms, data files, image files, software systems, literature and papers to be used in this PROJECT at no additional cost to the City. The City shall make available all computerized assessors records.

2. Additional Supplies

The Assessing Director shall approve all forms to be utilized in this project and shall have final approval as to color, size, content etc. Property Records Cards shall be printable using standard laser printers on 8.5" x 11" stock.

3. Records are City Property

The original or a copy of all records and computations, including machine readable databases, made by the COMPANY in connection with any appraisal of property in the City 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 Assessing Director. Such records and computations shall include but not be limited to: 1) Tax Maps 2) Materials, Cost Investigations and Schedules 3) Data Collection Cards, Final Property Record Cards with Property Valuations and separate sketch cards (if any) 4) Cost Sheets 5) Sales Data 6) Capitalization Rate Data 7) Depreciation tables 8) Computations of land and building values 9) All letters of memoranda to individuals or groups explaining methods used in appraisals 10) Operating statements of income properties, 11) Electronic records, databases, data files, image files, and software.

4. Assessor's Records

The COMPANY shall use a system approved by the Assessing Director for the accurate accounting of all records and maps, which may be taken from the files of the Assessing Director in connection with appraisal work. All such records and maps shall be returned immediately. None of the Assessors' records shall be taken outside of the corporate limits of the City without prior permission of the Assessing Director.

The Assessing Director shall make available on a monthly basis to the Company, a copy of the City's ownership legal file for the purpose of updating the Project. Said file shall be utilized by the Company.

5. Appraisal Cards

The COMPANY shall complete field record cards, commonly referred to as "Data Collection Cards" filed by the map/lot number.

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 a breakdown of front feet, square feet and acreage, public utilities available, public improvements and zoning designations in effect as of the assessment date. All physical improvements shall be measured giving a listing of all interior and exterior construction details. Quality and type of construction, age and condition will be shown.

The COMPANY shall also provide an electronic set of cards commonly referred to as "final property record cards". These cards shall contain all information collected at the property as well as all information necessary to the valuation process. This information shall be computer generated and will include the sketch of the dwelling, digital image (if available from City

records or updated by the COMPANY), along with all physical data, replacement cost, depreciations, grade, age, condition and fair market values of the land and buildings. **These records shall be filed by map/lot.**

If the COMPANY intends to submit electronic media or records in place of paper field record or data collection cards the company shall obtain the written approval of the Assessing Director. As a condition of approval the Assessing Director may require adequate process, procedures, quality control and backup with respect to said electronic media.

6. Sketches

Sketches of all major buildings shall be drawn to scale with dimensions given on the data collection card or on a separate card. Final property record cards shall have all sketches printed to scale.

7. Conversion to Electronic format

For all physical and electronic documents produced, created, or modified/annotated by the COMPANY with respect to individual properties, the COMPANY shall at no additional cost to the City and no later than Critical Date (3):

- a) scan or otherwise convert same into a commonly accessible and modifiable electronic format (such as PDF, TIF, or JPG);
- b) if not already present, add document date and author/creator information; and
- c) associate the digital versions with their respective parcel records in the CAMA database as attached/linked documents.
- d) NOTE: Unless otherwise directed by the Assessing Director, these electronic versions of documents shall not be posted on the public web site.

G. ASSESSMENT NOTICES

At the close of the Revaluation Update Project, a notice shall be sent, at the COMPANY'S expense by first class mail, to each owner of record, setting forth the valuation that has been placed upon the property identified in the notice. The notice shall be mailed in an envelope approved by the City. The COMPANY will provide the needed information and materials for the notice. Also enclosed will be a letter specifying the dates, times and location of the informal public hearings, and a web site address where such records can be accessed online (see item F below). Such envelopes, notices and letter shall be subject to approval by the Assessing Director and shall include the appeal procedure.

H. ONLINE ACCESS TO APPRAISAL RECORDS

From the time the Assessment Notices (see Item E above) are generated and until the following March 31, the COMPANY shall at its own cost post the appraisal information on a web site approved by the Assessing Director. The online information shall be kept current with the latest Vision project database. Search paths to records shall be limited to those specified by the Assessing Director at the time the data is posted online. Data pages should be hidden from web search engines where possible.

1. The Assessing Director reserves the right to exempt certain parcels and/or data items from being posted online and shall inform the COMPANY in writing of any such parcels and/or data items to be exempted.
2. Following the period of COMPANY-provided online access, the COMPANY shall (a) continue to post this information online at fair market costs, or (b) provide the City with the same software and licenses necessary for the City itself to post that information online.

I. INFORMAL HEARINGS

1. At a time mutually agreeable to the Assessing Director and the COMPANY, the COMPANY shall hold hearings, with a completion date no later than August 30, 2024, so that the owners of property, or their legal representatives, may appear at specified times to discuss with qualified members of the COMPANY'S staff, the assessed valuations of their property. The COMPANY'S personnel shall explain the manner and methods of arriving at value. In addition to standard work hours the COMPANY shall provide sufficient evening and weekend dates as is necessary. The Company shall provide individually staffed incoming telephone lines for the purpose of scheduling hearing dates. Said incoming phone lines shall be toll free to callers from within the City of Portsmouth. **All interim property record/field cards will be available on-line within the Vision On-line Data Base one week prior to the start of the hearing process.**
2. The COMPANY, in conjunction with the Assessing Director, shall schedule a sufficient number of hearings. To expeditiously and fairly handle all taxpayer inquiries pertaining to the assessment of their property, the COMPANY shall be available for said informal hearings on-site or remote access by taxpayer request, Monday 8:00AM to 6:30PM, Tuesday through Thursday, 8:00AM to 4:30PM and Friday 8:00AM to 1:00PM. All representatives from the Company involved in hearings shall have appropriate knowledge and experience of residential and/or non-residential valuation.
3. The Company shall create a hearing sheet identifying who held and attended the hearing, the date, time and details along with an explanation of denial or changes that were made to the interim assessed value. **Any information offered by the taxpayers shall be given consideration and adjustments shall be made where warranted and reviewed by the Assessing Director.**
4. The COMPANY shall maintain an electronic listing, to be submitted to the Assessing Director, containing all scheduled hearings. This list shall show each hearing and include the hearing date, company representative conducting said hearing, and all parcels discussed at that hearing, identified by map and lot, owner or representative name(s), and property location.
5. After the hearings, the COMPANY shall be responsible for sending a notice of decision within 30 days of the hearing date to each taxpayer or his or her representative who appeared at a hearing seeking a review of assessment. Such notice shall include the adjusted assessment or a statement that no change is warranted. An electronic file in Adobe Acrobat® Portable Document Format (PDF), or other commonly readable format, containing the contents of all such notices shall be provided to the Assessing Director.

J. INFORMATION

Throughout the appraisal process, the COMPANY shall satisfy all requests made by the Assessing Director for information as to the COMPANY'S planned work schedule for the PROJECT, personnel employed on the PROJECT, appraisal methods and procedures utilized, and the status of the work. The COMPANY shall submit written monthly status reports throughout the duration of the PROJECT.

K. BUILDING COST SCHEDULES

1. General

The COMPANY shall prepare for usage in the program as hereinafter specified, building cost schedules. Said schedules will reflect the square foot cost method based upon the square foot area of buildings as applicable.

These schedules shall be used in computing the replacement cost in the City for all residential, commercial and industrial 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 the construction. Before final acceptance, they shall be documented and proven by testing against known sales. All finalized schedules shall be approved by the Assessing Director before adoption and usage of the COMPANY.

All documentation utilized in the investigation of local costs, labor costs, labor rates, material costs, depreciation rates, etc. utilized to compile the cost schedules shall become the property of the City.

2. Types of Cost Schedules

a. Residential

Residential cost schedules shall include schedules for various classifications, types and models on a per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for different types of heating systems, bathrooms, porches, garages and schedules for other building improvements usually found on residential property (swimming pools, barns, sheds, tennis courts etc.).

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 the additions and deductions for construction components from base specifications.

c. Industrial and Special Structures

Cost schedules for industrial and special purpose structures shall be prepared in unit costs of materials 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.

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.

3. Physical Depreciation Schedules

Physical depreciation schedules or methods to be used in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial and farm buildings. Functional and economic depreciation shall be determined on an individual property basis.

4. Schedules for City

The COMPANY shall supply and leave for the City, not less than three (3) copies of all the above required building cost schedules and depreciation schedules for City usage, one copy of which shall be turned over to the Assessing Director upon approval of the schedules.

IV. APPRAISAL SPECIFICATIONS

A. APPRAISAL OF LAND

The COMPANY shall appraise all residential, commercial, industrial, agricultural, special use and exempt and non-taxable land within the City. The City shall provide two (2) sets of maps, including zoning and wetlands maps and information regarding variances and special exceptions granted by the City.

1. Land Inspection

The COMPANY shall be responsible to be familiar with each plot or lot, noting topographical irregularities, wetlands, soil conditions, shape or any other factors, which may affect the use or value of the property.

2. Land value study

Land value shall be determined on the basis of Highest and Best use.

- a. Vacant land sales data shall be analyzed on all sales occurring during the two (2) years prior to April 1, 2024.

- b. Improved property sales data shall be analyzed on sales occurring during the two (2) year period prior to April 1, 2024, in order to determine relative land value by the Abstraction Method.
- c. Neighborhood designation(s) shall be noted on each property, and the results of (a) and (b) above shall be organized and presented in a format stratified by neighborhood designation.
- d. The analysis and application of sales data shall be governed by procedures and techniques approved by the Assessing Director.
- e. The COMPANY shall consult owners, realtors, banks, appraisers and other sources for information relative to land values in the City.
- f. The COMPANY shall consider factors affecting land value, such as location, zoning, available utilities, size, shape, view, improved/unimproved, special exceptions or zoning variances, non-conforming uses, flood plains, special purpose uses, form of ownership, and factors listed in Municipality.
- g. All factors affecting value and valuation computations, including but not limited to those listed above, shall be entered on the master file and the appraisal cards.

3. Land Value Unit

The Assessing Director, in consultation with the COMPANY, shall determine what type of land unit value shall be used for the various types of property and various locations. The front foot, square foot, acreage, fractional acreage and per lot units shall be considered.

4. Neighborhood Delineation

After consideration of the environmental, economic and social characteristics of the City, the COMPANY shall, with the cooperation and approval of the Assessing Director, delineate "neighborhood" units within the City. Each neighborhood unit will exhibit homogeneous characteristics. Each commercial/industrial, residential and condominium neighborhood will be assigned a separate identification code, which will be used for valuation. These neighborhood numbers shall be recorded and maintained on a property record card, City maps and the computer database.

B. APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES

All residential buildings shall be classified, priced, and field reviewed.

Exterior Inspection

1. Review

All properties shall be reviewed in the field, by the COMPANY'S personnel qualified as reviewers, as previously prescribed in these specifications, said reviewers shall at minimum, be qualified as Real Estate Supervisor, per Department of Revenue Rule Rev. 603.0. The

properties shall be reviewed for classification, final value, correct listing information and to assure that they are correlated to comparable properties. The Assessing Director shall be so notified of the dates of reviewing and be entitled to accompany the reviewers during this phase of the PROJECT.

2. Pricing and Valuations

a. Pricing and valuations of all land and buildings must reflect the fair market value as of April 1, 2024, and shall be done from and in accordance with the Assessors' previously approved manuals and schedules.

b. The final valuation shall be the market value of the structures plus the market value of the land. In arriving at the market value of the structure's replacement cost less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the appraisal card. All obsolescence factors applied to individual properties must have accompanied notes on card identifying reason and nature of adjustment.

3. Sales Analysis

Prior to the data verification and valuation phase of this project, a sales analysis program of residential properties shall be performed as a means of determining the schedule levels to be utilized in the project and for substantiating the neighborhood boundaries and groupings established. This analysis shall be done on the aggregate of all residential properties and on each of the neighborhoods and styles of homes previously delineated. The sales analysis shall include, at a minimum, sales ratios and coefficients of variation or dispersion. Any additional requests for sales ratio studies by the Assessing Director shall be performed.

C. APPRAISAL OF COMMERCIAL, INDUSTRIAL AND SPECIAL PURPOSE PROPERTIES

1. General

All commercial, industrial and special purpose properties shall be inspected, classified, priced and reviewed by the COMPANY as set forth in Addendum C and the dimensions of all buildings shall be to the nearest foot and the height of the building shall also be recorded on the property record card and the master file. All buildings shall be identified and described as component parts of construction, size, area, age, usage, use delineation, and present occupants on the property forms as previously described in these specifications. The penalty provisions shall apply to the inspections of all commercial, industrial and special purpose buildings, except that for each property that is not inspected the CITY may assess a penalty of One Hundred Dollars (\$100.00) to be deducted from the contract price.

2. Income Approach

a. Income and expense data shall be gathered by the COMPANY, on forms approved by the Assessing Director, which shall become the property of the City at the completion of the PROJECT.

b. The COMPANY shall develop, with the involvement of the Assessing Director, capitalization rates and gross rent multipliers by interviews with bankers, investors,

realtors and appraisers. This information shall be documented in writing and provided to the Assessing Director.

- c. The COMPANY shall determine market or economic rents and expenses and applicable capitalization rates and/or gross rent multipliers for various classes of commercial property. The COMPANY shall document, in writing the sources of this information, describe its analysis in determining these values and provide this documentation to the Assessing Director.
- d. The COMPANY shall perform the income approach by the accepted methods of capitalization. Gross rent multipliers shall be used as an additional valuation check where applicable.
- e. The COMPANY shall mail income and expense questionnaires, after approval by the Assessing Director, to all commercial and industrial property owners. The responses to the questionnaires shall be returned to the COMPANY, but all responses shall be the property of the City at the completion of the PROJECT. This information shall not be a public record.
- f. All information gathered, received or used by the COMPANY to develop values using the income approach shall be entered into the CAMA system and must be given to the City Assessing Director at the end of the PROJECT.

3. Yard Improvements

All yard improvements shall be listed and valued separately.

4. 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 completely trained and fully experienced, to the satisfaction of the Assessing Director, in the appraisal of the particular type and kind of commercial, industrial or special purpose building; the final value of which he or she is responsible.

D. APPRAISAL OF CONDOMINIUMS

1. Residential and commercial condominiums shall be classified, priced and reviewed in the same manner as residential properties as set forth in Section IV:B. Each unit and data element shall be identified individually on the property record card fields so as to attain the best data management ability available on the current version of Vision Appraisal Technology CAMA system.

E. CONTROL AND QUALITY CHECKS

1. Field Checks

The Assessing Director shall conduct spot checks in the field on properties chosen at random by the Assessing Director, with or without the assistance or knowledge of the COMPANY supervisor.

2. Building Permits

The CITY shall assure to the COMPANY all commercial and residential building permits issued during the Revaluation Update Project have been or are in the process of being completed by the CITY to allow the inclusion of all new construction, additions and remodeling in the COMPANY'S appraisals.

3. Incomplete Construction

The CITY shall designate on the master file each property, which has incomplete improvements as of April 1, 2024. The final card shall list all improvements, show the percentage of completion of all improvements and reflect the percentage of completion in the valuation as of that date. Any construction beyond a foundation shall show a sketch in the master file and provide the appropriate depreciation. Any changes by the COMPANY must be approved by the Assessing Director.

V. **COMPUTER ASSISTED MASS APPRAISAL (CAMA)**

A. General Requirements

1. Of importance to the City of Portsmouth is the COMPANY'S experience in performing computerized revaluations and statistical studies, using the latest version of the Vision Appraisal Technology computerized appraisal system. The COMPANY shall include at least 3 references that reflect the use of the Vision Appraisal Technology.
2. The CAMA system utilized by the City includes valuation capability for all residential, commercial, industrial, vacant land, condominium and exempt properties.
3. The COMPANY will provide:
 - a. Statistical analysis by market stratification; ratio studies and coefficients of dispersion by total sampling, geo-districts, neighborhood districts, and by property type or use and by age of improvements.
 - b. Administration studies such as total land valuations and total valuations by City-wide, districts and property types or uses, including taxable, non-taxable and exempt properties.
4. The computer applications must be employed by the COMPANY from the very onset of the revaluation program, in order that the system output will support the final product. Development of the final database will be a joint venture of the City and the COMPANY.

B. COST APPROACH MODULE SPECIFICATIONS

1. The City's Vision Appraisal Technology CAMA system includes data management and cost valuation components for commercial, industrial and residential properties. It produces a valuation document showing the cost calculations on each property, the appraisers' adjustments and final value determination. The module accesses a maintainable table of replacement cost formulas and depreciation schedules which are keyed to a structure code (indicating what the improvement was built as or designed to be used for). It provides for correlation of the cost approach with the market approach through the use of economic condition factors as well as the standard depreciation for age, condition and functional obsolescence.
2. The system computes value estimates based on standard appraisal methodology (acceptable by the IAAO and the Appraisal Institute) with clear documentation for non-automated value computations and defense of values. All cost schedules are to be determined by the COMPANY and approved by the Assessing Director. The basic residential classification system shall identify property within frame type, quality class and floor area as a minimum. Also, values must be responsive to effective age. The component costs shall be easily understood in terms of cost new, depreciation and land rate schedules.
3. The system provides for on-line updating of the data management file with the cost estimates. This includes the capability in the years following the revaluation of pricing any additions or new outbuildings through the cost approach and adding the depreciated value to the market-generated solution. This function will offer increased versatility after the revaluation.
4. The land pricing function shall utilize Computer-Assisted Land Pricing tables to provide location and land-use indexing for mass updating of land values. Land pricing should also have the ability to utilize preferential unit land values in addition to market-based unit land values.
5. Computed cost values for key fields shall be stored on a value history file of record. These would include RCN of each structure, RCNLD of each structure, land value, physical depreciation by structure and functional/ economic depreciation by structure. The cost estimates shall be fully integrated with the market approach subsystem to develop reports to study depreciation schedules, land rate schedules, neighborhood factors, date of sale adjustments and certain cost adjustment factors. Cost schedule additions shall not require program modifications. New codes can be added by updating cost schedules and data management libraries.
6. The system is capable of calculating both the ad valorem and market value, specifically dealing with current use.

C. MARKET APPROACH MODULE SPECIFICATIONS

The market approach Vision Appraisal Technology CAMA module provides for data screening, segmented analysis, market model generation, model evaluation, value predictions, comparable selection, adjustment of comparable sales and filed review reports.

The market module shall produce market value estimates using comparable sales. It shall include the ability to extract sold properties from the master file and build a sales history file for sales analysis purposes.

The system includes the ability to analyze sales ratio statistics by neighborhood unit as well as class. This shall provide the necessary information to make comparisons between classes and locations and identify categories with significant differences in value level or variance. These categories can then be checked to determine if adjustments are required.

D. SPECIFICATIONS FOR INCOME APPROACH MODULE

1. The income approach module contained in the system shall perform valuation by income capitalization. All real property containing three or more income-producing units shall be valued by the income approach. Information pertaining to income, rents, expenses, and financing shall be obtained on forms provided by the COMPANY and approved by the Assessing Director. This information shall be entered by the COMPANY into the CAMA income valuation module delineated by use. Methods of capitalization shall include mortgage equity or discounted cash flow but not building residual techniques. The Assessing Director shall be involved in the development of capitalization rates to be utilized. All confidential income and expense data described in this section shall become the property of the City. All conclusions drawn by the income approach shall be supported by sales data.
2. All property located within the Pease Trade port shall be valued by the income approach except those as approved by the Assessing Director. The cost and market approach shall be utilized support of value.

E. MISCELLANEOUS PROVISIONS

1. Warranties
 - a. The COMPANY represents and warrants to the City that it will use the software and documentation in accordance with the terms of the CONTRACT.
 - b. The COMPANY shall warrant that it will comply with all restrictions and limitations issues relating to software ownership and licensing or as to any patent, copyright or trade secret infringement.
 - c. The COMPANY represents and warrants that any services provided by the COMPANY 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 COMPANY 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 as established in Chapter 600, Rules of the Department of Revenue Administration, State of New Hampshire.
 - d. The COMPANY represents and warrants that all goods, materials, hardware, software and services provided hereunder shall be in conformance and compliance with all applicable

Federal, State and Local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of the agreement.

F. TRAINING, DOCUMENTATION AND MAINTENANCE

1. The COMPANY agrees to provide to the City, at no additional charge, copies of all documentation for the valuation system by no later than the completion date of the project. The documentation shall include comprehensive user manuals, which clearly explain data collection, data entry and all appraisal operations, systems and functions and other support material.
2. The COMPANY agrees to provide to the City, at no additional charge, comprehensive training in use, operation and technical aspects of the system and the COMPANY'S appraisal process on City premises. Such group or individual training shall be sufficient so that City personnel, authorized by the Assessing Director, shall be able to operate and understand the use and operation of the system and the appraisal process. (A minimum of 5 days is recommended)

VI. **RESPONSIBILITIES OF THE CITY**

A. Nature of service

It will be clearly understood and agreed that the services rendered by the COMPANY are in the nature of assistance to the Assessing Director, and all decisions as to proper valuations shall rest with the Assessing Director.

B. Cooperation

The Assessing Director, the City and its employees will cooperate with and render all reasonable assistance to the COMPANY and its employees.

C. Sales

The CITY shall measure, list, and verify all sales used to determine benchmarks for the revaluation.

D. New Construction

The CITY shall measure and list all new construction brought to their attention via building permits, inventories, and any other sources.

E. Items Furnished By The City

The City shall furnish the following:

1. Maps

The City shall furnish two (2) sets of updated tax maps showing streets, property lines, and parcel identification numbers. Maps shall be turned over within thirty (30) days of execution of the contract.

2. Zoning

The City will provide two (2) sets of current City zoning regulations and zoning maps, as well as information regarding variances and special exceptions granted by the City.

3. Property Transfers

The City shall notify and supply the COMPANY, on a regular basis, of property splits and transfers occurring after the initial file build by the COMPANY. The CITY shall update appraisal cards and the master file monthly or as necessary.

4. Signing of Communications

The City Assessing Director shall sign communications to be mailed at the COMPANY'S expense, for the purpose of contacting a property owner for inspection of the property and to obtain income and expense information for the income approach to value commercial properties.

5. Mailing Address

The City shall make available through the Assessors' office the current mailing address of all property owners.

6. Office Space

The City shall provide a suitable workspace for the Project Supervisor within the City Hall complex.

7. CAMA System Access

Upon written request, the City will provide direct and/or remote access to the City's Vision CAMA system and database. "Remote access" is defined as access from any location not directly connected to the City's network. The extent of this access will be system availability during normal work hours and login accounts, one per user, with requisite security to that system. Security access and user account maintenance will be the responsibility of the City, subject to written notification from the COMPANY as described elsewhere in this document. Remote users' computer hardware, software, license costs, and physical connectivity to this system, including high-speed internet access, will be the responsibility of the COMPANY. COMPANY shall ensure that its personnel, including any subcontractors, shall maintain their full compliance with and observation of City computing security policies and requirements from all access locations.

VII. TRANSMITTAL OF RECORDS TO THE ASSESSING DIRECTOR

Regular periodical delivery of appraisals in accordance with a schedule agreeable to the Assessing Director and the COMPANY, shall be turned over to the Assessing Director for review. All completed and corrected records shall be turned over to the City by September 30, 2024. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were inspected in order that the final appraisal of property shall be appraised as of April 1, 2024. All appraisals must be accepted by the Assessing Director before the PROJECT can be considered complete.

All information, 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 applicable law.

It is understood and agreed that the reappraisal of properties covered by the CONTRACT shall conform to the procedures and technical requirements of the Assessing Director. At least every two (2) weeks, the COMPANY'S project manager shall meet with the Assessing Director to discuss the progress and various other details of the PROJECT.

VIII. GENERAL CONDITIONS

A. Cancellation and Material Breach

If the COMPANY 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 COMPANY shall make any 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 COMPANY fail to fulfill, in a manner deemed timely and satisfactorily to the City, its obligation under the CONTRACT, or if the COMPANY should violate any of the material covenants, conditions or stipulations of the CONTRACT, which failure or violation shall continue and is not cured for thirty (30) days after written notice and description of said failure or violation is provided by the City and is received by the COMPANY; then the City shall have the right to terminate the CONTRACT by giving written notice to the COMPANY of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination; and the COMPANY shall remain liable for the breach of the CONTRACT by the COMPANY.

If this termination clause is invoked, the COMPANY'S agents and employees shall, at the Assessors direction, vacate any 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

COMPANY 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 COMPANY requesting damages or exercising any other legal, equitable or contractual rights the City may possess in the event of the COMPANY'S failure to perform, including but not limited to, recovery costs and attorneys' fees.

B. Defense of Values

For all appeals to the City, the Board of Tax and Land Appeals or the Courts for the April 1, 2024 tax roll, the COMPANY will work in accordance with the following procedures to address abatement applications:

1. Upon receipt of all abatement requests filed on the April 1, 2024 tax roll, qualified personnel will review the applications and make recommendations to the Assessing Director on whether the valuation should be modified or remain as is.
2. If necessary, the COMPANY will participate in negotiating sessions with aggrieved applicants during an agreed upon time period in an attempt to settle the dispute.
3. If the assessing officials reduce the value of a property as part of the proceedings defined in RSA 76:16 or other applicable statutes, the company shall still be responsible to support the reduced value.
4. If the assessing officials increase any value estimated by the COMPANY, the Company shall not be responsible for providing a representative to support the adjusted value.
5. Qualified COMPANY personnel will provide testimony at the Superior Court or State Board of Tax and Land Appeals and prepare supplemental reports as necessary. When possible the City shall provide a minimum of twenty (20) days notice to the COMPANY to provide such personnel for any hearing. The COMPANY will provide court support and preparation at no additional cost to the City.

C. 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.

D. Deliverable Products

All documents, records, data and other material, in either 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 Assessing Director. The documents, records, data and other materials will include, without limitation:

1. Documentation of procedures used throughout the PROJECT.
2. All training materials and manuals used in any phase of the PROJECT.

3. The data collection and valuation manuals which will enable the municipality to maintain and update values.
4. Detailed valuation manuals, including tables and formulas to be used in applying the cost, sales comparison and income approaches to problems.
5. Source information used in the development of cost, sales comparison and income approach schedules; source information for individual property valuations.
6. A property field inspection card (field data source document used by data gatherers) and a final computer generated property record card for each parcel.
7. All manual and computerized reports supporting valuation formulas and values for vacant land and improved properties.
8. All sales ratio studies used in the project.
9. Field review documents reflecting preliminary values, adjusted preliminary values and any notes relative to informal review actions.
10. All electronic records and files, including database files; data files; image files; word processing files; and other electronic records/files.
11. A report of all informal hearings held pursuant to paragraph 3 section F. Said report shall provide at minimum ;Number of hearings held, Number of values changed, Before and after value of each and all values changed, name or code of reviewer authorizing change, and other information as may be requested by the Assessing Director.

Addendum “A”

Number of Properties

Property Type	Parcel Count
Current Use	22
Commercial Apartments	150
Commercial Improved	1,095
Commercial Vacant	61
Exempt	377
Industrial Improved	141
Industrial Vacant	16
Parcels Not Separately Assessed	2
Residential Mobile Home	262
Residential Apartments	358
Residential Condo	2,633
Residential Improved	4,283
Residential Vacant	123
Utilities	24
Estimated New Parcels 2024	250
Totals	9,797

The City does not warrant the accuracy of the figures provided in this addendum: They are provided as informational approximation.



New Hampshire Department of Safety
DIVISION OF STATE POLICE
 Central Repository for Criminal Records
 10 Hazen Drive, Concord, NH 03305

Addendum "B"

CRIMINAL RECORD RELEASE AUTHORIZATION FORM

SECTION I

PLEASE TYPE OR PRINT CLEARLY, ALL INFORMATION IN THIS SECTION MUST BE COMPLETED

NAME _____
LAST, (MAIDEN), FIRST, MI.

ADDRESS _____
STREET, CITY, STATE, ZIP CODE

DATE OF BIRTH _____ HAIR COLOR _____ EYE COLOR _____

DRIVER LICENSE NUMBER _____ STATE _____

By signing below you are certifying that you are the individual listed above and that the information provided is true.

YOUR SIGNATURE: _____ DATE _____
Signed under penalty of unsworn falsification pursuant to RSA 641:3.

SECTION II

IF RECORD IS TO BE MAILED OR RECEIVED BY SOMEONE OTHER THAN YOURSELF,
ALL OF SECTION II MUST BE COMPLETED

I hereby authorize the release of my criminal conviction(s), if any, to the following individual:

NAME OF PERSON / FIRM TO RECEIVE RECORD _____

ADDRESS _____
STREET, CITY, STATE, ZIP CODE

YOUR SIGNATURE _____ DATE _____

NOTARY'S SIGNATURE _____ DATE _____
(Affix Seal) (Comm. Exp.)

SIGNATURE OF PERSON / FIRM TO RECEIVE RECORD DATE _____

NOTE:

A \$10.00 fee is required for each request - Make checks payable to: State of NH - Criminal Records

Addendum C

Collection of Property Data

1. All vacant land parcels and any attributes that may affect the market value shall be listed accurately. Such attributes may include, but not be limited to: number of acres; road frontage; neighborhoods; water frontage; water access; views; topography; easements; deeded restrictions and other factors that might affect the market value.
2. Every principal building(s), and any appurtenant building(s), or other improvements, shall be accurately measured and listed to account for the specific elements and details of construction as described in the data collection manual. Such elements and details may include, but not be limited to: quality of construction; age of structure; depreciation factors; basement area; roofing; exterior cover; flooring; fireplaces; heating & cooling systems; plumbing; story height; number of bathrooms; number of bedrooms; and, other features, attributes, or factors that might affect market value.
3. Contractor shall make an attempt to inspect the property, and if the attempt is unsuccessful, Contractor may:
 - (a) Leave a notification card at the property requesting that the property owner call the Contractor's designee, within a stated time frame as agreed upon by the municipal assessing officials and Contractor, to arrange for an interior inspection; or,
 - (b) Send a letter to the property owner requesting that the property owner call the Contractor's designee, within a stated time frame as agreed upon by the municipal assessing officials and Contractor, to arrange for an interior inspection;
4. If the municipal assessing officials are not able to arrange for an interior inspection, or entrance to a building or parcel of land cannot be obtained as detailed in Section 3.1.5 below, Contractor shall:
 - (a) Estimate the value of the improvements using the best evidence available; and,
 - (b) Annotate the property record card accordingly.
5. Contractor shall complete interior inspection of all properties except:
 - a) Vacant or unoccupied structures.
 - b) Where multiple attempts for inspection have been made without success and the
 - c) owner or occupant has not responded to Contractor or the municipal assessing
 - d) officials' notifications.
 - e) Where postings prevent access.
 - f) Unsafe structures.
 - g) When the owner has refused access to Contractor or designee;
 - h) When inhabitants appear impaired, dangerous or threatening; and,
 - i) Any other reason for which the municipal assessing officials agree that the property is inaccessible.

6. Contractor shall provide to City a complete copy of the: field data collection card(s); worksheet(s); and other document(s) used in the valuation process.
7. If specified within the contract, Contractor shall provide monthly progress reports indicating the percentage of completion of the full revaluation to the municipal assessing officials and the DRA.
8. All income information shall have the building, section, style, floor level and other necessary fields delineated in the correct manner within the income screen.