



REQUEST FOR PROPOSAL FULL REAPPRAISAL AND
REVALUATION OF THE
TOWN OF HOPKINTON, RHODE ISLAND
EFFECTIVE DECEMBER 31, 2022

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TOWN OF HOPKINTON, RHODE ISLAND INVITATION TO BID

PROJECT: THE FULL REASSESSMENT AND REVALUATION OF TAXABLE AND EXEMPT REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF HOPKINTON, RHODE ISLAND, EFFECTIVE DECEMBER 31, 2022.

Sealed bid proposals to perform the subject project in accordance with the specifications enclosed herewith, and made a part of this invitation will be received in the Office of the Town Clerk addressed to:

Elizabeth Cook-Martin
Town Clerk
1 Town House Rd.
Hopkinton, RI 02833

until **Tuesday, December 7, 2021 at 3:00 p.m. (EST)**. The bid proposals will be opened and read aloud at the Bid Opening on Tuesday, December 7, 2021 at 3:15 p.m. Individuals requesting interpreter services for the hearing impaired should call the Town Clerk at 401-377-7777, 72 hours in advance of the bid opening.

Any bid proposal received after said date and time, whether hand delivered, submitted via United States Postal Service, or submitted via any other delivery service, shall be declared invalid. All bids must be placed in a sealed envelope that is plainly marked **“BID PROPOSAL FOR 2022 FULL REVALUATION”**.

The bid award and signing of contract conditions are set forth in the enclosed specifications. Additional copies of the Contract and Specifications may be obtained from the Town Clerk at 401-377-7777 or at www.hopkintonri.org

The Tax Assessor shall submit a list of recommended firms to the Town Council. The Town Council shall select the firm to conduct the revaluation from such list.

THE TOWN OF HOPKINTON RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR ANY PARTS THEREOF; TO WAIVE INFORMALITIES AND TECHNICALITIES; AND, TO ACCEPT THAT BID WHICH THE TOWN AND ASSESSOR DEEM TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE LOWEST DOLLAR BID.

GENERAL INFORMATION

The Town of HOPKINTON is a rural community in Rhode Island. There are an estimated 7,984 residents in the Town as of the 2020 Census.

The Town is 44 square miles in size. The majority of the Town is zoned agricultural/residential. There are minor areas of highway commercial, neighborhood commercial, and manufacturing/industrial zones within the Town. A listing and description of the number of parcels of improved real property, vacant land, and miscellaneous property within the Town as of December 31, 2020 is enclosed.

The number of building permits issued during the last three years are as follows:

| Year | New Homes | Commercial |
|------|-----------|------------|
| 2017 | 10 | 16 |
| 2018 | 12 | 12 |
| 2019 | 14 | 12 |

The current basis of assessment is 100% of fair market value as determined by the last Statistical Revaluation, which was effective December 31, 2019. The gross estimated assessed real estate values as of December 31, 2020, for the 2021 Tax Roll are:

| | |
|---------------------|------------------|
| Taxable Real Estate | \$ 1,007,600,000 |
| Exempt Real Estate | \$ 67,480,000 |

The number of property sales during the last three years excluding foreclosures is as follows:

| Year | Improved Residential | Vacant Residential | Comm./Ind. Improved | Comm./Ind. Vacant | Condos | Multifamily |
|------|----------------------|--------------------|---------------------|-------------------|--------|-------------|
| 2018 | 97 | 18 | 6 | 0 | 11 | 6 |
| 2019 | 122 | 16 | 4 | 1 | 14 | 7 |
| 2020 | 110 | 27 | 3 | 1 | 9 | 7 |

**SUMMARY OF TAXABLE AND EXEMPT PARCELS BY STATE CODE
AS OF DECEMBER 31, 2020**

| State Code | Description | Parcel Count |
|------------|--------------------------------------|--------------|
| 01 | One Family Residence | 2736 |
| 02 | Two to Five Family Residence | 155 |
| 03 | Apartments | 10 |
| 04 | Combination | 37 |
| 05 | Commercial I | 2 |
| 06 | Commercial II | 54 |
| 07 | Industrial | 38 |
| 10 | Utility & Railroad | 15 |
| 11 | Seasonal & Beach Property | 19 |
| 12 | Other Improved Land | 23 |
| 13 | Residential Vacant Land | 298 |
| 14 | Commercial & Industrial Vacant Land | 24 |
| 15 | Other Vacant Land | 27 |
| 21 | Residential Buildings on Leased Land | 5 |
| 23 | Residential Condominium | 104 |
| 24 | Commercial Condominium | 2 |
| 25 | Industrial Condominium | 1 |
| 33 | Farm-Forest-Open Space Land | 263 |
| 70-84 | Exempt | 163 |
| 97 | Mobil Homes PP | 3 |
| 98 | Commercial/Leased Land | <u>1</u> |
| | Total | 3980 |

TOWN OF HOPKINTON, RHODE ISLAND

BID CONDITIONS AND CONTENT

1. Bids shall be signed by an authorized agent of the bidder. Incomplete bid forms may be cause for disqualification of the bid.
2. Bids that are renumbered or re-sequenced may be cause for rejection if all information cannot be easily found and identified. Bidders wishing to re-word or re-format the enclosed documents should do so in an addendum identifying the pages or sections to be changed.
3. Bids must be submitted in a sealed envelope clearly marked, so as to guard against opening prior to the appointed time, with the:

**NAME OF THE BIDDER
ADDRESS OF THE BIDDER
LABEL: "BID PROPOSAL FOR 2022 FULL REVALUATION"
DATE OF THE BID**

4. If mailed, the sealed envelope containing the proposal shall be marked as stated above and shall be enclosed in another envelope properly addressed for mailing.
5. Within a reasonable time after the bid opening, the TOWN OF HOPKINTON, RHODE ISLAND, (herein after referred to as the TOWN) shall act on the award of a contract for the full revaluation project.
6. The TOWN shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications.
7. **THE TOWN RESERVES THE RIGHT TO REJECT ANY, OR PART, OF ALL BID PROPOSALS; WAIVE ANY INFORMALITIES AND TECHNICALITIES; AND TO ACCEPT THAT BID WHICH THE TOWN COUNCIL DEEMS TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE LOWEST DOLLAR BID.**
8. Proposals submitted in unmarked envelopes, which are opened by the TOWN in its normal course of business, will not be accepted. If time permits, the proposal may be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above.
9. Bid prices shall not include any sales, excise or other taxes for which the TOWN is not liable.

10. Consideration in the awarding of the CONTRACT will be given to price, experience and competence of the bidder, the nature and size of the bidder's organization, and quality of similar projects it has performed and completed in the past and a determination by the TOWN that the COMPANY has the ability to complete the work.
11. Each company, corporation, partnership, individual or other entity (herein after referred to as the COMPANY) must, from the time of submission of the bid to the TOWN through the completion of all work therein after required, be a registered revaluation firm as required by RIGL 44-5-11.1.
12. The COMPANY shall, to secure the faithful intent of this bid, furnish to the TOWN surety, in the amount of five per cent (5%) of the total dollar bid in the form of a Bid Surety Bond or a Certified Check made payable to the "TOWN OF HOPKINTON". If a Bid Bond is submitted, it shall be issued by a company authorized to issue such surety bond in the State of Rhode Island and acceptable to the TOWN.
13. The Successful Bidder shall furnish to the TOWN a Performance Surety Bond in the amount of the CONTRACT, which bond shall be issued by a reputable bonding company authorized to do such business in the State of Rhode Island and acceptable to the TOWN. Said bond shall be in the form satisfactory to and approved by the TOWN. The performance bond shall be delivered to the Town prior to the commencement of work. The bond shall include the appeal requirements of these CONTRACT SPECIFICATIONS. Upon completion and delivery to the Assessor for approval of the full revaluation work and subsequent approval, the performance bond may be reduced to ten percent (10%) of the value of the CONTRACT. This reduced amount of bond shall become effective after the full revaluation has been approved by the Assessor and completion of duties of the Board of Assessment Review on the December 31, 2022 assessment. The reduced amount of said bond shall remain effective until the expiration of the time during which appeals may be taken to the courts or until all original court cases arising from this project have been dismissed with prejudice.
14. The COMPANY must bid the project as outlined in the CONTRACT and CONTRACT SPECIFICATIONS. If the COMPANY proposes to perform any optional work or to substitute any part of the CONTRACT SPECIFICATIONS, such options and/or substitutions must be explained in detail and the amount of additional or reduction in cost must be listed.
15. The TOWN currently utilizes the Vision Government Solutions Appraisal System (VISION 8 CAMA) in-house. Therefore, the COMPANY must show evidence of familiarity with the VISION 8 CAMA system by submitting a list of projects previously worked on that require the use of the VISION 8 CAMA system, or demonstrate to the Assessor's satisfaction that the COMPANY will be able to convert the present data to an appraisal system familiar to the COMPANY and to the satisfaction of the Assessor, which can then be used as the in-house appraisal system.

16. The following items shall also be included with the bid:

- Personnel Roster
- Client list for past five (5) years including current projects
- Statement of Qualifications
- Name and resume of proposed project manager
- Sample of a typical CAMA field card
- Non-Collusive Bid Statement
- Public Relations Plan
- Progress Calendar by Phase

17. The bidder must agree to commence work on or before a date to be specified in a written "NOTICE TO PROCEED" by the TOWN and to fully complete the project, up to and including Preliminary Values to the Assessor, by December 31, 2022. The bidder must agree to pay, as liquidated damages, the sum of FIVE HUNDRED DOLLARS (\$500.00) for each calendar day thereafter as hereinafter provided in the Specifications.

18. Each bidder must inform themselves of the conditions relating to the specifications of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this CONTRACT. At the time of opening of the bids, each bidder will be presumed to have read, and to be thoroughly familiar with, the plans and CONTRACT documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to this bid.

19. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over performance of the project shall apply to the CONTRACT throughout, and they will be deemed to be included in the CONTRACT the same as though herein written out in full.

20. **COMPLETION DATE AND TIME SCHEDULE**

A. Awarding of Contract

Within a reasonable time after the opening of the bids, the TOWN shall award a contract for the revaluation project. **The TOWN reserves the right to reject any and all bids as previously stated.**

B. Signing the Contract

Within thirty (30) days after the receipt of notice of acceptance by the TOWN of its proposal, the COMPANY shall execute with the TOWN a CONTRACT upon the basis of these specifications.

The COMPANY shall commence work within thirty (30) days of the signing of this CONTRACT.

C. Completion of Contract

A complete taxable and exempt real property tax roll, reflecting any adjustments resulting from the Hearing process, shall be delivered to the TOWN prior to March 1, 2023.

The COMPANY shall submit a proposed progress schedule including, but not limited to, the completion dates for the various phases of the project; i.e. market analysis and public relations program, data collection, appraisals, assessment notices, informal hearings, and any other noteworthy activities.

The COMPANY shall not be liable for delays caused by reason of war, strike, explosion, act of God, order of court, or other public authority

D. Assessment Date

The completed appraisals, upon approval of the Assessor, will serve as a basis for assessments effective as of December 31, 2022.

TOWN OF HOPKINTON, RHODE ISLAND

BID FORM

Project: The complete full reappraisal and revaluation of all taxable and exempt real estate, land, buildings and improvements, including mobile homes and buildings on leased land, located within the corporate limits of the Town of Hopkinton, Rhode Island effective December 31, 2022. Excepted are: motor vehicles; boats; travel trailers; pickup campers; motor homes; livestock; farm equipment; manufacturer’s machinery and equipment; retail and wholesale inventory; and business tangible property.

The undersigned duly authorized agent for the **COMPANY** submitting this bid affirms and declares:

1. That this bid is executed with full knowledge and acceptance of the **CONTRACT** and **CONTRACT SPECIFICATIONS** enclosed with the **INVITATION TO BID** on the subject project.
2. That should this bid be accepted in writing by the **TOWN**, said **COMPANY** will furnish the services for which this bid is submitted as the dollar amount indicated and in full compliance with the provisions of said **CONTRACT** and **CONTRACT SPECIFICATIONS**.
3. That the bid is accompanied by surety in the amount of five percent (5%) of the dollar bid in the form and amount as indicated below:

_____ BID BOND AMOUNT \$ _____
_____ CERTIFIED CHECK AMOUNT \$ _____

Note: If a Bid Bond is submitted, it shall be issued by a company authorized to issue such surety bond in the State of Rhode Island and acceptable to the **TOWN**. If a certified check is submitted, it shall be made payable to the “Town of Hopkinton”.

4. That all items, documents, statements and other information as required by the **CONTRACT SPECIFICATIONS** have been submitted herein.
5. That a representative of the **COMPANY** has visited the **TOWN** and is familiar with its geography, general character of housing, and its commercial and industrial areas, has examined the quality and condition of the Assessor’s records, and has consulted the Assessor to make themselves knowledgeable of those matters and conditions in the **TOWN** which influence this bid.

6. That the **COMPANY** understands and accepts that although the dollar amount of this bid is a major factor for consideration, the **TOWN** reserves the right to award the **CONTRACT** to other than the **COMPANY** submitting the lowest dollar bid after careful analysis of additional factors outlined in the **CONTRACT** and **CONTRACT SPECIFICATIONS**.
7. That the **COMPANY** proposes to furnish the services and materials required to complete the aforesaid **CONTRACT SPECIFICATIONS** in the total amount of:

OPTION 1 FULL REVALUATION of all taxable and exempt real estate, land, buildings and improvements, includes mobile homes on leased land.

(Total Dollar Amount) _____

(Written Bid) _____

OPTION 2 FULL REVALUATION as stated above, including Final Valuation Information available online via COMPANY website for a period of not less than three months.

(Total Dollar Amount) _____

(Written Bid) _____

OPTION 3 the cost of attaching the title cards related to the property record cards for public and office viewing in the CAMA software.

(Total Dollar Amount) _____

(Written Bid) _____

OPTION 4 the cost of nightly ownership updates to the online database from the CAMA system. Online ownership updates will include current owner, record of ownership, book, page, date of sale and sale price. If a cloud-based web hosting system will be required please include cost of web hosting system.

(Total Dollar Amount) _____

(Written Bid) _____

Company

By: Name and Title

Signature

Business Address

Telephone Number

TOWN OF HOPKINTON, RHODE ISLAND

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition,

And

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the opening of the bid.

Signature

Printed Name

Title

Company

Date

SCOPE OF FULL REVALUATION PROGRAM

The full reappraisal and revaluation of all taxable real and exempt property within the corporate limits of the Town of Hopkinton, Rhode Island for the sole purpose of equalization of assessment in the TOWN OF HOPKINTON.

The successful Contractor shall furnish all labor, materials, and supplies utilized in this project, and all the work shall conform to and be carried out in accordance with the Assessor's Office, Rhode Island General Statutes pertaining hereto, IAAO standards and USPAP standards as they relate to mass appraisal, and shall be subject to the direct supervision and approval of the Town Assessor.

The values to be determined shall be the full fair market value as defined in Section 44-5-12 of the Rhode Island General Laws and shall be based upon recognized methods of assessment/appraising.

The full revaluation project will be in accordance with Rhode Island General Law 44-5-11.1 through 11.8: a complete measure and list of properties that have sold since January 1, 2020; and properties that have been issued building permits after or were incomplete as of December 31, 2022; and also will cover and include all property in the Town of Hopkinton in the following categories:

All taxable and exempt real estate, land, buildings and improvements, including residential, commercial, industrial and farm properties.

All taxable mobile homes and buildings on leased land.

All taxable properties of public utilities.

As OPTION 2, the COMPANY may include cost of making final valuation and property information available online for a period of not less than three months. Such information must include at a minimum: location address, use of property, lot size, house style, gross living area, number of bedrooms, number of full baths and half baths, basement, finished basement area, attached decks or porches, detached improvements, land value, building value, and total value.

As OPTION 3, the COMPANY may include cost of attaching the title cards related to the property record cards for public and office viewing in the CAMA software.

As OPTION 4, the company may include cost of nightly ownership updates to the online database from the CAMA system. Online ownership updates should include current owner, record of ownership, book, page, date of sale and sale price. If a cloud-based web hosting system will be required please include cost of web hosting system.

EFFECTIVE DATE

The effective date of this revaluation project will be December 31, 2022.

CONTRACT SPECIFICATIONS

GENERAL CONDITIONS

1. Any loss or damage arising out of the work to be done by the appraisal firm or from unforeseen delays or difficulties in accomplishing the work from any cause whatsoever shall be borne solely by the appraisal firm and no obligation shall accrue to the TOWN OF HOPKINTON on account thereof. The appraisal firm agrees to comply with all federal, state and local regulations and ordinances covering the work to be performed. These specifications shall constitute the entire specifications for the work and shall not be subject to any conditions or terms not stated herein.

2. **BID AWARD**

The TOWN OF HOPKINTON reserves the right to reject any, or any part of, or all Bids, to waive informalities and technicalities and to accept that bid which the Town Council deems to be in the best interest of the Town, whether or not it is the lowest dollar bid. Consideration in the awarding of the contract will be given to price, experience and competence of the bidder, the nature and size of the bidder's organization, and quality of similar projects it has performed and completed in the past.

3. **CONTRACTOR PROPOSAL**

Bidders shall carefully examine the specifications, visit the office of the Assessor, and fully inform themselves as to all conditions and matters that can in any way affect the work or cost thereof. Should a bidder find discrepancies in or omissions from the specifications or documents, or shall be in doubt as to their meaning, he should notify the Assessor in writing. Any changes shall be by issuance of addenda to all prospective bidders.

Each bid submitted by a company, corporation, partnership, or individual, hereinafter termed "COMPANY" shall itemize the COMPANY'S qualifications and experience, also the COMPANY shall submit a complete client list of municipalities to which it has rendered services, and the nature of those services, during the last five (5) years.

The proposal shall also include a statement showing the number of years actually engaged as a company, corporation, partnership or individual specializing in governmental revaluation services. The COMPANY shall furthermore comply with all obligations under RIGL 44-5-11.1.

4. **PERSONNEL**

The COMPANY shall provide experienced and qualified personnel, as hereinafter provided, and must comply with the requirements of the Equal Employment Opportunity provisions of the Federal and State governments. The COMPANY'S employees shall at all times treat the residents, employees and taxpayers of the TOWN with respect and courtesy. The COMPANY shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision. All personnel assigned to this project shall be subject to the approval of the Assessor and shall be caused to be removed from this project by the COMPANY upon written recommendation of the Assessor, within one (1) week of having received such recommendation with or without reason.

MINIMAL QUALIFICATIONS

A. **PROJECT MANAGER OR SUPERVISOR**

The administration of this project shall be assigned to a project manager or supervisor who shall have not less than five (5) years practical appraisal experience involving extensive experience on residential, commercial, industrial, apartment, and farm properties, and hold a Rhode Island General Appraisers license. The COMPANY shall submit the name and resume of the Project Manager with its proposal.

B. **REVIEWERS AND APPRAISERS**

Reviewers and appraisers shall have not less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties of which they are responsible. Two (2) years of this experience shall have been in the mass appraisal field and shall have occurred with the past five (5) years.

C. **MEASURERS AND LISTERS**

Measurers and listers shall have at least one (1) year experience and training in this phase of the revaluation process. Any field person who does not meet the above qualifications must work under the direct supervision of an appraiser or Project Supervisor. New listers may be hired for the project; however, they cannot work alone until reviewed by the Assessor in the field. The Assessor shall be notified in advance of any individual working in a training capacity.

D. **IDENTIFICATION**

All field personnel shall carry a suitable I.D. card, which shall include an up-to-date photograph, supplied by the COMPANY and signed by the Assessor. All automobiles used by field personnel shall be registered with the Police Department, giving license number, make, model, year and color of the vehicle.

All vehicles used on this project shall at all times display signage identifying the vehicle as being used for the Hopkinton Revaluation. A complete list of all personnel employed for this project shall be furnished to the Assessor's office. The Assessor shall have the right to have any employee removed from the project for any reason.

E. **CONFLICT OF INTEREST**

The COMPANY shall employ no employee of the TOWN or elected or appointed official.

5. **PROTECTION OF THE TOWN**

A. **BONDING**

The COMPANY shall, to secure the faithful performance by the COMPANY of the terms of this agreement, furnish to the Town a performance and payment surety bond (hereinafter referred to as "BOND"), in the amount of this contract, which Bond shall be issued by a reputable bonding company authorized to do such business in the State of Rhode Island. Said Bond shall be completed satisfactorily in accordance to and approved by the Town's Solicitor. The Bond shall be delivered to the TOWN prior to commencement of actual work. The Bond shall include, but not be limited to, any and all costs relating to the appeal of the revaluation process and shall remain in effect until after the equalization has been completed and received final approval by the Assessor. It is understood and agreed that upon completion of and delivery to the TOWN of the approved revaluation, that the Bond shall be reduced to 10% of the value of the contract to cover the defense of appeals. The reduced amount of said Bond shall remain effective until the expiration of the time during which appeals may be taken to the courts or until all original court cases arising from this project have been dismissed with prejudice.

B. **INSURANCE COVERAGE**

The COMPANY shall, at its own expense, provide and keep in force:

1. Workers Compensation Insurance: (per Rhode Island Law) and Employer's Liability Coverage, Coverage A at statutory limits and Coverage B at limits of \$100,000/\$500,000/\$100,000.
2. 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: \$5,000,000 Combined Single Limit (C.S.L.).

3. Automobile Liability Coverage: including coverage for owned, hired or borrowed vehicles, \$5,000,000 Combined Single Limit (C.S.L.).
4. 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 COMPANY and/or agents or employees.
5. 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 Certificate of Insurance shall name the TOWN as additional insured in the following format:

“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.”
6. Patent/Copyright Liability: COMPANY 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.
7. Bankruptcy, Receivership, Insolvency: If the COMPANY, with the result that it does not pay its debts as they become due, or if 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.
8. 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. COMPANY 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.

9. Hold Harmless Agreement: COMPANY 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 COMPANY. Said hold harmless clause shall include, but not limited to investigation, defense and settlement or payment or judgment of any liabilities.
10. 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.
11. Waiver: No action or failure to act by the TOWN shall constitute a waiver of any right or duty afforded it under the contract or contract specifications nor shall it prohibit the TOWN from future exercise or any such right.
12. Misrepresentation or Default: The TOWN may void this agreement if COMPANY has misrepresented any offering or defaults on any contract with a Rhode Island municipality. COMPANY shall, also, immediately notify the TOWN of any claim or case formally brought against COMPANY.

6. **COMPLETION DATE AND TIME SCHEDULE**

A. **AWARDING OF CONTRACT**

Within a reasonable time after the opening of proposals, the TOWN shall award a contract for the revaluation project. **The TOWN reserves the right to reject any and all bids as previously stated in the bid documents.**

B. SIGNING OF CONTRACT

Within thirty (30) days after receipt of notice of acceptance by the TOWN of its proposal, the COMPANY shall execute with the TOWN a contract upon the basis of these specifications.

C. CHANGES

Changes in these specifications will be permitted only upon written mutual agreement of the COMPANY and the TOWN.

D. SUBLETTING

The COMPANY shall not assign or transfer the contract or any interest, or any part therein without first receiving written approval from the TOWN and the Bonding COMPANY. It shall be mutually agreed and understood that said consent by the TOWN shall in no way release the COMPANY from any responsibility or liability as covered in these specifications and contracts.

E. SCHEDULE OF PROGRESS

The COMPANY shall submit a proposed progress schedule including, but not limited to, the completion dates for various phases of the project as depicted in Schedule A. This schedule must be approved by the Assessor and adhered to by the COMPANY, or a penalty of Fifty Dollars (\$50.00) per day, per phase may be imposed.

F. COMPLETION OF PROJECT

The completed appraisals, upon approval of the Assessor will serve as a basis for assessments effective on the date of assessment, December 31, 2022.

G. DELAYS AND PENALTIES

The COMPANY shall not be liable for delays caused by reason of war, strike, explosion, act of God, order of court or other public authority. However, once a time table has been established by the TOWN and COMPANY, failure by the COMPANY to complete all work prior to the dates specified, excluding hearings, shall be cause for penalty payment by the COMPANY on request of the Assessor in the amount of five hundred dollars (\$500) per day beyond the date of completion. For purposes of this penalty only, completion of all work, (excluding hearings through final appeal) is defined as follows:

- Completed real property record cards with all measurements.
- Listing, pricing, review and final valuation.
- All applicable data being entered on computer.

- Assessment notices mailed and completion of informal hearings.
- Completion of all items as set forth on the Schedule of Progress.

This penalty, if applied, shall be deducted from the contract price.

COMPENSATION AND TERMS

In consideration of the performance of the services of appraising and related services described herein, the COMPANY shall furnish monthly detailed invoices for payment requests based on, and reflecting costs of, the work performed in the preceding month. The TOWN will retain ten percent (10%) of the amount of each payment. The work is to be completed in accordance with the timetable of operations established by the TOWN and COMPANY. All work shall be completed to the satisfaction of the TOWN. The COMPANY shall make available all work completed and billed to the Assessor for inspection and approval. The TOWN will review each monthly invoice and within twenty (20) business days of receipt approve it for payment and request reimbursement by the Office of Municipal Affairs, or return it to the Contractor with a statement of reasons for its rejection with a copy of such rejection forwarded to the Office of Municipal Affairs. The TOWN shall withhold 10 percent (10%) of the amount of each monthly invoice until such time as all work, review, corrections and hearing through final appeal have been completed to the satisfaction of the TOWN and all records have been completed and delivered to the TOWN. Final payment, including retainer, will be made upon acceptance by the TOWN of all completed work, with completed work being defined as the certification of the 2023 Tax Roll by the Assessor.

DEFAULT OR BREACH OF CONTRACT

All disputes to this contract must be handled in the State of Rhode Island under Rhode Island law.

Each of the following events shall constitute a default or breach of this agreement:

If the COMPANY, or any successor or assignee of the COMPANY, while in possession, shall file a petition in bankruptcy or insolvency, or for re-organization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;

If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against the COMPANY or if a receiver or trustee shall be appointed of all or substantially all of the property of the COMPANY, and such proceedings

shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment;

If the COMPANY shall fail to perform or comply with any of the conditions of this agreement and if the nonperformance shall continue for a period of thirty (30) days after the notice thereof by the TOWN to the COMPANY, or if the performance cannot be reasonably had within the thirty (30) day period, the COMPANY shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.

RESPONSIBILITIES OF REVALUATION COMPANY

1. PUBLIC RELATIONS

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

The COMPANY 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 understanding and support for the revaluation program and sound assessment administration. The COMPANY shall supply visual aids and other media at its disposal to this end. The Assessor prior to release shall approve all public releases.

2. RECORDS

The COMPANY, upon completion, shall deliver to the TOWN, one (1) set of field cards as defined later, showing all pertinent information for each parcel of land and valuation of the land and any buildings thereon. The COMPANY will also turn over all field notes and worksheets of the full revaluation.

The COMPANY, upon completion, shall deliver to the TOWN and bridge to the TOWN'S administrative system one (1) set of electronic media of the values determined by the full revaluation.

The COMPANY shall provide all field cards, supplies, equipment, forms, literature, and paper to be used in this project at no additional cost to the TOWN. If forms other than plain paper are required to print the field cards, the COMPANY shall provide the TOWN with an additional supply of all forms equal to at least fifty percent (50%) of those actually used on the project. All records and forms, etc. shall be subject to approval by the Assessor as to format, design, content, shape, size, color, quality and quantity.

A. **Field Cards for Real Estate**

As covered above, the COMPANY shall supply field record cards filed by plat and 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, chain of title (including book and page), size, shape, and physical characteristics of land, with the breakdown of the minimum house lot and additional acreage as applicable, along with unit of value applicable to each, public utilities available, public improvements and zoning regulations in effect as of assessment date. All physical improvements, which shall be measured giving a listing of all interior construction details, quality of construction, age, condition, replacement values, depreciated values, fair market value as well as assessment value will be shown. Sketches of buildings, including dwellings, shall be drawn to scale with dimensions given on the field cards and digital photographs of each dwelling and primary commercial building shall be included in the field card. Cards of multiple building properties shall be assembled and properly labeled.

B. **Chain of Title Cards**

The COMPANY will be required to maintain online hosting of Chain of Title Cards.

C. **Personal Property Cards**

The TOWN will be responsible for tangible property information. The COMPANY will notify the Assessor of any businesses identified in the town.

D. **Electronic Media**

The COMPANY will provide electronic data to the TOWN in a format compatible with the existing hardware and administrative system as included with these specifications.

3. **DATA ENTRY**

The COMPANY shall enter all information on the CAMA system. The COMPANY shall be responsible for but not limited to the following:

- Accurate sketches of all residences and commercial buildings.
- Accurate input of all existing data along with new data due to permits and ownership changes.
- Accurate reports of progress and new values.

4. **ASSESSMENT NOTICES**

Upon the completion of the full revaluation, a notice shall be sent at the COMPANY'S expense, via first class mail, to each owner of record to the address listed in CAMA at the "Owner and Deed" tab under "Parcel Information", setting forth the valuation that has been placed upon the property identified in the notice. Further, enclosed will be a letter specifying the dates, times and place of the informal public hearings. Such notices and letters shall be subject to approval by the Assessor.

5. **INFORMAL ASSESSMENT REVIEW HEARINGS**

Following the completion of all review work by the Assessor and COMPANY, the COMPANY shall hold informal hearings so that owners of property, or their legal representatives, may appear privately 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 method of arriving at the value. These hearings will take place at a location within the Town and must be approved by the Tax Assessor.

The COMPANY, in conjunction with recommendations of the Assessor, shall schedule a sufficient number of meetings and provide sufficient personnel to handle said meetings expeditiously and fairly. Hearing personnel must have worked in Hopkinton and must have a basic familiarity with the Town. Some of the hearings shall be scheduled for Saturdays and evenings for the convenience of the property owners. Any information offered by the property owner shall be given consideration, and adjustments shall be made where warranted.

The COMPANY shall conduct a reappraisal of any property at the request of the taxpayer at the hearing. The COMPANY, however, shall not be obligated to change its initial opinion of value after such reappraisal.

6. **DEFENSE OF VALUES**

The COMPANY shall furnish, without additional charge, a competent representative of the COMPANY to appear at all formal hearings on the assessed values established by the full revaluation and the COMPANY shall defend the appraised values established by it when the assessment of such property is appealed to the Tax Board of Assessment Review. In the event of appeal to the Courts, a qualified COMPANY representative will, without additional cost to the TOWN, be present at the hearings to testify as a witness. All expert testimony is to be provided by those having conducted the full revaluation. Such expert witnesses shall appear with the Assessor to outline the steps taken in the appraisal, or reappraisal, and to give his or her opinion as to the value of the property involved in the Court action, provided such appeal to

the Courts is based upon the value placed by the COMPANY, regardless of the elapsed time. The expert witness provided by the company must be certified as a Rhode Island General Appraiser.

7. **TERMINATION OF CONTRACT**

Notwithstanding any other provisions hereof, the TOWN shall have the right to discontinue all services under this agreement with due cause at any time upon payment of amount due at time of termination. One week's notice of intention to exercise such right shall be given to the COMPANY. The COMPANY shall be firmly bound by the terms hereof, except it may discontinue the services and work which devolve upon it in the event payments to it, at no fault of the COMPANY, are not made when due, and as provided in this agreement. Should this agreement be terminated by either party as herein provided for, no right of action shall exist against the party terminating by the other. Should the contract be terminated, all records shall become the property of the TOWN and shall be delivered to the Tax Assessor forthwith.

8. **OBSERVANCE OF LAW**

The COMPANY, at all times, shall observe and comply with Federal, State and local laws, codes, ordinances and regulations in any manner affecting the conduct of the work. The COMPANY shall indemnify and save harmless the TOWN, its officials, agents, and servants against any/all claims or liabilities arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the COMPANY or its employees.

9. **SCHEDULES**

A. **BUILDING COST SCHEDULES**

The COMPANY will provide cost schedules for all buildings. These schedules shall be used in computing the replacement cost in the Town for all residential, commercial, and industrial construction. The valuation of all buildings shall be made in accordance with schedules based on current building costs in the area. Such schedules shall show square foot building costs and costs for improvements and additions (bathrooms, fireplaces, etc.) to buildings. These schedules shall also reflect direct and indirect costs of construction. Such schedules shall also establish costs for different types of houses and buildings and grades of construction. Before final acceptance, they shall be proven by testing against known sales. The Assessor shall approve all finalized schedules before adoption and usage by the COMPANY.

B. DEPRECIATION SCHEDULES

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 and industrial buildings, and shall be approved by the Assessor.

C. LAND VALUE SCHEDULES

The valuation of land shall be made in accordance with schedules based on area, classification of land, neighborhood, and zoning. The land study must include documented neighborhood delineation.

D. SCHEDULES FOR THE TOWN

The COMPANY shall supply and leave for the TOWN not less than three (3) copies of all of the above required building cost schedules, depreciation schedules and land schedules for the TOWN'S usage, two (2) copies of which shall be turned over to the Assessor upon approval of the schedules.

E. PROJECT STATUS CONTROL

The COMPANY shall provide in the proposal a schedule by project phase to be utilized in a detailed quality control program. The program must include a comprehensive monthly written report summarizing the project status, describing accomplishments toward goals as contained in the contract.

Regular periodical delivery of appraisals as completed shall be turned over to the Assessor for review.

F. SYSTEM SCHEDULES

The COMPANY shall input all schedules into the existing CAMA system or the proposed new CAMA system.

APPRAISAL SPECIFICATIONS

A. APPRAISAL OF LAND

The COMPANY shall appraise all land within the TOWN, including but not limited to, vacant, residential, commercial, industrial, agricultural, special use, and public utility.

1. **LAND VALUE STUDY**

Land shall be valued on the basis of an analysis of all sales data during the three (3) year period prior to December 31, 2022. All factors affecting the value of land shall be considered, such as location, zoning, inland wetlands, topography, soil condition, lot size, shape, view, utilities and vacancy, proximity to hazardous waste, etc. The land study must include documented neighborhood delineation. The land value study must also include consideration for frontage, view, and access for all waterfront lots.

2. **LAND VALUE UNITS**

The COMPANY shall prepare land unit values by front foot, square foot, acreage, or fractional acreage; whichever in the judgement of the COMPANY and Assessor most accurately reflects the market for the appraised land.

3. **LAND VALUE MAPS**

The contractor shall delineate the 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 full revaluation project.

B. **APPRAISAL OF BUILDINGS AND STRUCTURES**

1. **INTERIOR INSPECTIONS**

The COMPANY shall make a listing of physical construction details of all the structural improvements in the TOWN, on proper forms as covered in these specifications.

a. The COMPANY shall guarantee to make careful inspection of the complete interior of all properties that have sold since January 1, 2020 excluding those wherein the owner refuses permission to inspect. The COMPANY shall also inspect properties issued building permits after January 1, 2022 or that were incomplete as of that date. For each property that is not properly inspected, the Assessor may assess a penalty of \$25.00 to be deducted from the contract price.

b. The Lister shall have each interior inspection verified, including the date of the inspection, by having an adult owner or resident of each building or dwelling unit sign the field card.

c. Where necessary, the COMPANY shall make up to three (3) call backs, at least one of which must be on a weekday after 6:00 pm and one must be on a Saturday. If contact is not established with a property owner, a notification letter shall be mailed, at the COMPANY'S expense, to the property owner by

certified mail, return receipt requested, notifying the property owner that the representatives of the COMPANY were not able to make contact, and request that within a prescribed time limit, the property owner contact the company by telephone or mail for alternative arrangements for the inspection of the property.

The COMPANY will give the TOWN a list of all properties to which access has not been gained.

d. When entrance to a building for an inspection is refused, the Lister shall make a note of the fact and within three (3) working days notify the Assessor of the fact in writing, giving the facts as to the time of the visit, and if possible, the name of the party refusing entrance and other pertinent information. The Assessor shall review the situation and if he shall be unable to gain the cooperation of the party involved, he shall so notify the COMPANY, and they shall proceed to estimate the value of the buildings on the basis of facts ascertainable without entry and make adequate notations on the lack of cooperation, and the manner of arriving at value, conspicuously on the property record card.

e. The field card shall indicate the initials of the Lister and the date of the listing.

2. **EXTERIOR INSPECTION**

a. The perimeter of all buildings and improvements that have sold since January 1, 2020 shall be carefully and accurately measured to the nearest foot.

b. An outline sketch, prepared to scale (or verification of the existing sketch) shall be entered on the field card in the appropriate area.

c. Physical data including any abnormal physical features of the land parcel shall be recorded in the field.

d. An updated digital photograph of the main building of each sale must be supplied with the data collected.

3. **REVIEW**

All properties shall be reviewed in the field by the COMPANY'S personnel qualified as reviewers as prescribed in these 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 full revaluation. Each reviewer must spend the first four hours of review in the field with the Assessor to assure consistency of review procedures.

4. **PRICING AND VALUATIONS**

Pricing valuation of all land and buildings must reflect the fair market value as of December 31, 2022, and shall be done from, and in accordance with, the approved manuals and schedules.

The final valuation shall be the fair market value as evidenced by replacement cost of the structure, less depreciation from all causes, as supported by market value of the land. Also, a direct sales comparison approach must be developed that justifies the cost approach. The sales analyzed for each specific property must be listed and adjustments identified for each property to support the direct sales comparison approach in the CAMA system, along with a method of reporting this approach on the property record card.

All factors affecting the value of the property shall be noted on the field card.

5. **FIELD CHECKS**

The COMPANY shall furnish to the Assessor on a monthly basis, a list of all properties inspected, in plat and lot sequence.

The Assessor's office will maintain its own quality control program, with full support from the COMPANY.

6. **INCOMPLETE CONSTRUCTION**

The COMPANY shall plainly identify, in a manner approved by the Assessor, all properties that have incomplete improvements as of the December 31, 2022 assessment date. The field card shall show the percentage of completion in the valuation as of that date.

RESPONSIBILITIES OF THE TOWN

A. NATURE OF SERVICE

It is clearly understood and agreed that the services rendered by the COMPANY are in the nature of assistance to the Assessor and all decisions as to property valuations shall rest with the Assessor.

B. COOPERATION

The Assessor, the TOWN, and its employees will cooperate with and render all reasonable assistance to the COMPANY and its employees.

C. ITEMS FURNISHED BY THE TOWN

1. MAPS

The TOWN will provide two (2) sets of updated Plat Maps showing roads, property lines, lot sizes, and parcel identification numbers.

2. ZONING

The TOWN will provide current zoning and planning regulations and zoning map.

3. OFFICE SPACE

The TOWN shall furnish to COMPANY sufficient office space to carry out the terms of this contract.

4. PROPERTY TRANSFERS

The TOWN shall notify the COMPANY on a regular basis of transfers and property splits or mergers occurring after January 1, 2022. The COMPANY shall update the CAMA database.

5. DATA INVENTORY

The TOWN will provide a CAMA database current to the Grand List of December 31, 2021. The Assessor shall provide current mailing addresses of all property owners.

6. BUILDING PERMITS

The Assessor shall screen and make available to the COMPANY a copy of all building permits issued after January 1, 2022 during the course of the full

reevaluation to determine that all new construction, additions, and remodeling have been included in the COMPANY'S appraisals up to December 31, 2022. All original building permits shall be returned to the Assessor.

D. SIGNING OF COMMUNICATIONS

The Assessor shall sign the communications to be mailed at the COMPANY'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.

TRANSMITTAL OF RECORDS TO THE ASSESSOR

Regular periodical delivery of appraisals, as completed, shall be turned over to 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 December 31, 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, 2022. **This information and/or appraisals and records shall not be made public until the informal public hearing.**

EXHIBIT A

SCHEDULE OF PROGRESS

The COMPANY shall submit a proposed progress schedule including, but not limited to, the following completion dates for various phases:

Initial COD's and Assessment/Sales Ratio studies within:

Current neighborhood delineations, house style, number of bedrooms, gross living area, age groupings, assessor's map

Data collection (sales and building permits only).

Market analysis

Residential vacant property

Commercial/Industrial/Professional vacant property

Residential improved property

Commercial/Industrial/Professional improved property

Re-delineation of neighborhood lines

New market analyses for neighborhood line changes

Final COD's and Assessment/Sales Ratio studies within:

Current neighborhood delineations, house style, number of bedrooms, gross living area, age groupings, assessor's map

Public relations program

Preliminary Values to Assessor

Assessment notices

Preparation and mailing

Informal Hearings

Final values to Assessor for Certification

EXHIBIT B

1. CURRENT HARDWARE

1 PC

Dell Optiplex 745
4GB RAM, 16X DVD-RW
148GB hard disk

1 PC's

Dell Optiplex 390, Core i3, 3.4GHZ
4GB RAM, 16X DVD-RW
500GB hard disk

Printer: Konica Bizhub C3350

2. SOFTWARE

All PC's run Windows 10 operating system.

3. TAX ADMINISTRATIVE SYSTEM

Vision Government Solutions, Municipal Application Series Assessment Administration
version 5.2000.0994

4. NETWORK OPERATING SYSTEM

PowerEdge T330 running Windows 2012 R2 Server 64-bit OS