



TOWN OF
NORTH KINGSTOWN, RHODE ISLAND

80 BOSTON NECK ROAD
NORTH KINGSTOWN, R.I. 02852-5762
PHONE: (401) 294-3331
FAX: (401) 294-2436

**REQUEST FOR PROPOSALS
FOR THE STATISTICAL REVALUATION OF REAL
PROPERTY WITHIN THE TOWN OF NORTH KINGSTOWN,
RHODE ISLAND**

3 copies of the above sealed proposal will be accepted in the Office of the Purchasing Agent, Town Hall, 80 Boston Neck Road, North Kingstown, RI 02852, until **2:00 P. M. on June 26, 2015**, and will then be publicly opened and read aloud.

NO PROPOSALS WILL BE ACCEPTED AFTER THE 2:00 P. M. DEADLINE.

The proposal will be evaluated as to R.I.G.L. 45-55-5. (2) "Competitive Sealed Bidding" and the award shall be made on the basis of the lowest evaluated or responsive bid price.

A certificate of Insurance showing 1 million dollars General Liability and 1 million dollars any Auto, with the Town being named as an additional insured, Worker's Compensation, with a waiver of subrogation, one million dollars Professional Liability, and a Performance Bond in the amount of 100% of the project will be required of the successful bidder.

The Town of North Kingstown reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 294-3331, ext. 141.

Purchasing Agent
Jackie Mulligan

**REQUEST FOR PROPOSALS
FOR THE STATISTICAL REVALUATION OF REAL PROPERTY
NORTH KINGSTOWN, RHODE ISLAND
Effective December 31, 2015**

The Town of North Kingstown, RI is undertaking a program to do a Revaluation of all Real Property Effective December 31, 2015. Contractors interested in providing the Revaluation Services set forth in the attached Specifications are invited to deliver 3 copies of the proposals to the Office of the Purchasing Agent, Town Hall, 80 Boston Neck Road, North Kingstown, RI 02852 no later than 2:00 P. M. on June 26, 2015.

All proposals shall be sealed, addressed to the Purchasing Agent and marked:

“Town of North Kingstown, RI Proposals for Year 2015 Statistical Revaluation Services”

All information pertaining to the Contractor's technical and management approach to completing this Project, as well as the proposed cost, timetable and staffing plan shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in the Request For Proposals in order to be considered responsive. Any proposal which does not respond to each issue in the Request For Proposals shall be rejected by the Assessor as non-responsive.

The Assessor reserves the right to amend this proposal for the Revaluation Program for all real property assessments at any time prior to the deadline for submission of proposals and to reject any or all proposals received if the assessor determines it to be in the best interests of the Town.

The Town is licensed to utilize the *Appraisal Vision*® CAMA Software of Vision Government Solutions Inc. of Northboro, Massachusetts. The Town is not looking to change the existing CAMA software at this time. All data entry must be done on an independent computer and transferred to the in-house computer system. The in-house system must be fully loaded with all assessment data before the reappraisal is completed. The software must provide an interchange file to move data to the Town's current Munis billing and collection system. New assessments must be completed no later than February 12, 2016. Any proposal must address the method and costs associated with maintaining both the data and the values in-house and in the separate file and the printing of field cards, notices, letters, etc. All data entry will be the responsibility of the Contractor.

The successful proposer must utilize the Town's GIS data in all aspects of the revaluation. This includes plotting assessment to sales ratios on the maps, making mass database changes to individual data items as deemed necessary by the sales analysis, delineating pricing neighborhoods using the mapping data and using the GIS information to route the field review effort. The GIS data must be utilized for in depth quality control of the final data and should be used to depict an old to new value change representation once final values have been established. It should also be used as a public relations tool to produce maps that help the taxpayers better understand the revaluation process.

The Town is also interested in the use of the Internet and for purposes of sharing data with the public. The Contractor is strongly encouraged to include their Internet solution as a part of this proposal.

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

1. A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the Contractor stating that the offer is effective for at least ninety (90) Calendar Days from the deadline for the submission of proposals.
2. A list of Municipalities for which the Contractor has completed Revaluation Programs during the last five (5) years.
3. A list of Rhode Island Revaluation Contracts for which the Contractor is currently committed.
4. Listing of Municipalities where the contractor has utilized the Vision Software.
5. The Contractor in its proposal must demonstrate proficiency in the use of the Vision CAMA Software and the utilization of the GIS data in all aspects of the revaluation.
6. Description of the Contractor's public relations program that would be used during the revaluation.
7. All information pertaining to the contractors technical and management approach, timetable and staffing plan for the completion of the project.
8. A 5% bid bond must accompany the proposal.

SELECTION CRITERIA

The proposal will be evaluated as to R.I.G.L. 45-55-5.(2) “Competitive Sealed Bidding”, and the award shall be made on the basis of the lowest evaluated or responsive bid price.

The following factors will be considered in determining the lowest evaluated or responsive bid price:

Ability to perform the services as reflected by workload and the availability of adequate personnel, equipment, and facilities to perform the service expeditiously;

Past performance as reflected by the evaluation of private persons and officials of other governmental entities that have retained the services of the firm with respect to such factors as control of costs, quality of work, and an ability to meet deadlines;

The timetable, as proposed must evidence a schedule for completion, which will allow for the certification of the tax roll for the assessment date of December 31, 2015 and for budgeting purposes of the 2016/2017 Town Budget;

Previous experience in conducting a revaluation in a town of similar size with similar types of properties – including commercial and residential waterfront;

Previous experience in conducting a revaluation utilizing version 6.5 of the Vision software system;

Previous experience in conducting a revaluation using GIS data and plotting assessments and sales ratios on the maps;

Experience of staff assigned to this project, with evaluation based on training and experience in statistical analytical routines needed to develop valuation tables and with the Vision software, tables and income valuation;

Experience of Project Manager to be assigned to this project with waterfront experience;

Understanding the scope of the project;

Proposal for printing of field cards, notices, letters, etc;

Record of the firm in accomplishing work on similar projects in the required time. List of references for like projects completed or currently in progress, including contact person and telephone number;

Level of continuing support availability via toll-free support line;

Ability to have field cards and valuation information on the Internet and World Wide Web for the purpose of sharing data with the public;

Internet solution included as part of the proposal;

Quality of work previously performed by the firm for the Town of North Kingstown, if any;

Meets or exceeds proposal specifications;

Cost of the project;

Personnel assigned to the project, including resumes and qualifications;

Willingness and ability to assist the assessor and staff in understanding the project as it progresses and a commitment to training the assessor and staff;

Range and completeness of the public information program which should include press releases, public hearings before and after valuation notices have been sent, preparing documentation supporting pricing delineations and final valuations including sales ratio studies, maps and other pertinent information;

Early payment discount.

TOWN OF NORTH KINGSTOWN, RHODE ISLAND

INFORMATION FOR BIDDERS

ARTICLE 1. RECEIPT AND OPENING OF BIDS

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the Purchasing Agent, Town Hall, 80 Boston Neck Road, North Kingstown, Rhode Island 02852, and clearly marked with the name of the item bid, and the date and time of opening. Bids will be received by the Purchasing Agent up to the specified time as noted on the Invitation To bid and publicly opened and read aloud at the specified time.

Proposals submitted for a specified item must not be combined under the same cover with any other bid item.

It is the bidder's responsibility to see that his bid is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Any bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to delay in the mails for which the bidder is not responsible. Conditional or qualified bids will not be accepted.

ARTICLE 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. Erasures or other changes must be explained or noted over the signature of the bidder.

Each bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore.

The Town may consider any bid not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all proposals in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or informality in same, or to accept any proposal deemed to be in the best interest of the Town.

ARTICLE 3. TELEGRAPHIC MODIFICATION

Telephonic, telegraphic or oral bids, amendments or withdrawals will not be accepted.

ARTICLE 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modification of his bid after such bid has been opened.

ARTICLE 5. QUALIFICATIONS OF THE BIDDER

The Town reserves the right to request each bidder to present evidence that he is normally engaged in purveying the type of product or equipment bid on. No bid shall be considered from bidders who are unable to show that they are normally engaged in purveying the type of product or equipment specified in the bid proposal.

To receive full consideration, the bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the Town may have full information available when analyzing the proposals.

ARTICLE 6. OBLIGATIONS OF THE BIDDER

At the time of opening of bids, each bidder will be presumed to have inspected the Specifications and Contract Documents (including all Addenda) which has been sent to the address given by such bidder. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

ARTICLE 7. BID SECURITY

Each proposal must be accompanied by bid security in the form of a Certified Check or Bid Bond payable to the Town of North Kingstown, in the amount of 5% of the total amount bid. Bid security of unsuccessful bidders will be returned following award of bid and/or execution of a contract. Bid security of the successful bidder will be retained by the Town until bid requirements are met or forfeited to the Town upon bidder's failure to perform contract obligations.

Any successful bidder withdrawing his bid subsequent to bid opening shall forfeit his bid deposit.

ARTICLE 8. "OR EQUAL" BIDDING

The Town intends to permit liberal scope in bidding and specifically does not intend to limit bidding to any one make or model. Whenever a material, article or piece of equipment is identified by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any proposed material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided it is in the opinion of the Town to be of equal substance and function.

ARTICLE 9. PRICES

Bidders shall state the proposed price in the manner as designated in the Bid Proposal. In the event that there is a discrepancy between unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

I agree that the prices in this bid shall be irrevocable for ninety days, or until the bid is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

ARTICLE 10. TAX EXEMPTIONS

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt from payment of Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.

ARTICLE 11. CONTRACT PERIOD AND TERM OF AGREEMENT

See Section 5, Completion date and time schedule. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

ARTICLE 12. INSURANCE

The Contractor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Town.

The Contractor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his bid.

The contractor shall furnish the Purchasing Department with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The contractor shall provide a certificate of insurance as specified on the bid proposal form attached. Contracts of insurance (covering all operations under this contract) shall be kept in force until the contractor's work is accepted by the Town.

The limits of the insurance must be at least in the amounts specified below*

(R) Commercial General Liability-Occurrence Form \$1,000,000/\$1,000,000

(R) Automobile Liability - \$ 1,000,000.

(R) Professional Liability - \$ 1,000,000.

Also: the Town shall be named as additional insured on all such certificates of insurance.

R) Worker's Compensation (if legally allowed and available).

Waiver of subrogation applies to Worker's Compensation

(R)Required (NR) Not required

The Contractor shall secure, pay for and maintain insurance as necessary to protect himself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner.

The Contractor shall require similar insurance in the above amounts to be taken out and maintained by each sub-contractor. The Contractor shall be fully responsible for the acts and omissions of his sub-contractors and of persons employed either directly or indirectly by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract shall create any contractual relation between any sub-contractor and the Town of North Kingstown.

ARTICLE 13. PERFORMANCE BOND

The successful bidder will be required to furnish the Town with a Performance Bond*, in the amount of 100% of the contract price, as security for faithful performance of the Contract and executed by a surety company licensed to do business in the State of Rhode Island and approved by the Town. The failure of the successful bidder to supply the required Bond within a time specified or within such extended period as the Town of North Kingstown may grant based upon reasons determined sufficient by the Town, shall constitute a default, and the Town may either award the contract to the next lowest bidder or re-advertise for bids.

* See attached sample to be used.

ARTICLE 14. LAWS, ORDINANCES AND CODES

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

ARTICLE 15. LIQUIDATED DAMAGES

Failure on the part of the vendor to complete the project within the agreed time schedule will result in a liquidated damage cost of Two Hundred Dollars (\$200.00) per day, excluding Saturdays, Sundays, and holidays, to the vendor, until completion (final acceptance),

excluding warranty periods. The Town may apply liquidated damage costs to current payment requests not yet paid.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor and,

as Surety, hereinafter called Surety, are held firmly bound unto
TOWN OF NORTH KINGSTOWN, RHODE ISLAND

As obligee, hereinafter called Owner, in the amount of
in lawful money of the United States

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Contractor entered into a certain contract with the Owner, dated the *day of*
A copy of which is hereto attached and made a part hereof for the construction of:

for the TOWN OF NORTH KINGSTOWN, RHODE ISLAND, in accordance with the Contractor and the Contract Documents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or condition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change,

thereunder, the Surety shall promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids from qualified contractors acceptable to Owner for

completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety shall arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable

hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this day of

WITNESS

BY: _____

WITNESS

BY: _____

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be Authorized to transact business in the state where the PROJECT is located.

CONTRACT SPECIFICATIONS

1 DEFINITIONS

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

2. SCOPE OF REVALUATION

- 2.1 Basic Scope: CONTRACTOR understands that the project requires the Statistical Reappraisal and Revaluation of all Real Property within the Corporate Limits of the TOWN OF North Kingstown, RI. All work for the project shall be in accordance with these contract specifications.

All work will be carried out and all forms, materials and supplies utilized by CONTRACTOR in this project shall conform to, and be carried out in accordance with, the Rhode Island General Statutes, and shall be subject to direct supervision and approval of the Assessor of the TOWN OF NORTH KINGSTOWN, RI.

The values to be determined by CONTRACTOR shall be the full fair market, as defined in Rhode Island General Statutes and shall be based upon nationally recognized methods of appraising. Farm, Forest, Open Space properties will be valued under the most recent laws in the Rhode Island General Statutes.

CONTRACTOR'S revaluation program will cover and include all real property in the TOWN OF NORTH KINGSTOWN in the following categories:

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

2.2 Effective Date: The effective date of this revaluation project shall be on the tax roll of December 31, 2015, and the pricing and valuation by CONTRACTOR of all land, buildings and property under this contract shall reflect a fair market value as of December 31, 2015.

Parcel Count:

CONTRACTOR'S price for the revaluation is based upon the following anticipated parcel counts:

Single Family	7,830
Two-Five Family	689
Seasonal	54
Residential Condominiums	614
Apartments	36
Commercial	369
Commercial Condominiums	140
Industrial	64
Industrial Condominiums	57
Utility (37 vacant)	42
Vacant Residential Land	259
Vacant Commercial Land	90
Other Vacant Land	438
Farm, Forest, Open Space	161
Commercial Buildings on Leased land	<u>18</u>
TOTAL	10,861

2.3.2 Current basis of assessment is 100%.

2.3.3 The last revaluation was effective as of December 31, 2012.

2.3.4 The area of the TOWN is 58.2 square miles of land and water. Land area is 43.5 square miles and inland water is 14.7 square miles with 30 miles of coastline and with 28,061 acres of land.

3 PERSONNEL AND OFFICE HOURS

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

3.2 Qualifications of Personnel: Contractor will comply with Rhode Island certification standards and the qualifications standards set forth in the Request For Proposal for all personnel assigned to this project. All personnel will be subject to the approval of the Assessor, which approval shall not be unreasonably withheld or delayed, and shall be caused to be removed from this project by Contractor upon written recommendation of the Assessor, specifying in detail the reasons for the recommendations. Project Manager shall have not less than three (5) years of practical appraisal management experience in the appraisal of commercial, industrial, apartment, and residential type properties in a waterfront community.

- 3.3 Identification: All Contractor field personnel shall carry suitable I.D. cards, which shall include an up-to-date photograph, supplied by Contractor and signed by the Assessor. All automobiles used by Contractor's field personnel shall be registered with the town Police Department giving license number, make, model year and color of the vehicle.
- 3.4 Staffing: Contractor shall have clerical staff as needed, as well as other qualified full-time persons so as to ensure the successful completion of this project in accordance with the completion dates set forth in the contract specifications and any addenda thereto.
- 3.5 Conflict of Interest: Contractor shall employ no TOWN employee or resident, except in a clerical capacity, without the approval of the Assessor.

4 PROTECTION OF THE TOWN

- 4.1 Bonding: Contractor will secure the faithful performance of the terms of this agreement by furnishing to the TOWN a performance surety bond in the amount of this contract, which bond shall be issued by a reputable bonding company licensed to do such business in the State of Rhode Island. Said bond shall be delivered to the TOWN prior to the commencement of actual work and shall be in a form satisfactory to and approved by the TOWN'S attorney.
- 4.2 Insurance: Contractor will, at its own expense, provide and keep in force:
 - 4.2.1 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.
 - 4.2.2 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: \$1,000,000 Combined Single Limit (C.S.L).
 - 4.2.3 Automobile Liability Coverage: including coverage for owned, hired or borrowed vehicles, \$1,000,000 Combined Single Limit (C.S.L.).
 - 4.2.4 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 Contractor and/or agents or employees.
 - 4.2.5 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 TOWN is named as Additional Insured on the Insurance coverage named herein for the claims arising out of the COMPANY'S performance of the contract herein".
- 4.3 Patent/Copyright Liability: Contractor shall save the TOWN harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of the contract.

- 4.4 Penalties: Failure by Contractor to complete all work prior to the date specified herein, April 1, 2016, shall be cause for a penalty payment by Contractor, on request of the Assessor, in the amount of Two Hundred Dollars (\$200.00) per day beyond the specified date of completion, provided the TOWN delivers its responsibilities. For the purposes of this penalty only, completion of all work not later than April 1, 2016 is defined as follows:
- 4.4.1 Completed property record cards with all sketches, measurements, listings, pricing, review and final valuations.
 - 4.4.2 Assessment notices, addressed and in envelopes prepared for mailing.
 - 4.4.3 These penalties, if applied, shall be deducted from the contract price. Delays occasioned by war, strike, explosion, acts of God or an order of court or other public authority are excepted.
- 4.5 Bankruptcy, Receivership, Insolvency: If Contractor, with the result that it does not pay its debts as they become due, or if a receiver shall be appointed for its business or its assets and not voided within 60 days, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then and forthwith thereafter, the TOWN shall have the right, at its option and without prejudice to its rights hereunder, to terminate the contract.
- 4.6 Termination: If either party fails to fulfill in a timely and satisfactory manner their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for 30 days after written notice of said failure or violation is received by the offending party, unless the correction of such failure inherently requires a longer period of time and provided further that the applicable party is proceeding diligently to correct the failure, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

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

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

Pursuant to RI General Laws 44-5-11.6 partial funding for this project is expected to be reimbursed to the Town of North Kingstown through the State of Rhode Island Department of Revenue. If this funding source is terminated or reduced to the Town of North Kingstown the project will cease, the contract will terminate and the Town will not be liable for any of the remainder of the amounts due under this agreement.

- 4.7 Hold Harmless Agreement: Contractor shall, at all times, defend, indemnify, protect and save harmless, the TOWN and its officers, agents and employees from any and all claims or demands for damage for bodily injury, including death or property damages sustained

by any party, including officers, agents and employees of Contractor. Said hold harmless clause shall include, but not limited to investigation, defense and settlement or payment or judgment of any liabilities.

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

5 COMPLETION DATE AND TIME SCHEDULE

- 5.1 Signing of Contract: Within 30 days after receipt of notice of acceptance by the TOWN of its bid, as possibly revised by negotiations, Contractor shall execute with the TOWN, the contract contained in these specifications, and incorporating these contract specifications.
- 5.2 Changes and Subletting of Contract:
 - 5.2.1 Changes: Contractor understands that changes in these contract specifications or in the contract will be permitted only upon written mutual agreement of Contractor and the TOWN.
 - 5.2.2 Subletting: Contractor shall not assign, sublet and/or transfer the contract or any interest or part therein without first receiving written approval from the TOWN. It shall be mutually agreed and understood that said consent by the TOWN, shall in no way release Contractor from any responsibility as covered in these contract specifications and contract.
- 5.3 Time Schedule: The revaluation work will be started within 30 days of signing the contract; and will continue in a diligent manner so as to ensure completion within the schedule of completion dates set forth below:
 - 5.3.1 Completion Dates: Contractor will complete the following phases of the revaluation in accordance with the following schedule:

- 5.3.1.a Complete preliminary land study and set values by October 1, 2015.
 - 5.3.1.b Complete preliminary building cost manual by October 1, 2015.
 - 5.3.1.c Complete review of Sales Verification Forms sent to new owners in 2015.
 - 5.3.1.d Full Field Review Completed by December 31, 2015.
 - 5.3.1.e Complete study of market rents, expenses, and capitalization factors by December 31, 2015. These will be determined by analysis of income & expense statements that will be mailed in August, 2015 to all commercial/industrial property owners.
 - 5.3.1.f Deliver completed CAMA database, integration of CAMA software, and digital images if needed. Real Estate Property cards with sketches, measurements, listings, pricing, and suggested values to the Assessor by January 15, 2016.
 - 5.3.1.g Assessor completes review and final adjustments made for real property no later than January 30, 2016.
 - 5.3.1.h Assessment notices mailed by February 16, 2016. (Contractor to pay postage & printing.)
 - 5.3.1.i Informal hearings will begin no later than February 22 and end by March 11, 2016. The Contractor completes all Field Work resulting from hearings before March 25, 2016.
 - 5.3.1.j Notices of results finalized after the informal hearings are to be printed and mailed out by the Contractor, computer file is updated and final property record cards printed no later than April 1, 2016.
- 5.4 Assessment Date: The completed appraisals, upon approval of the Assessor, will serve as a basis for assessments, effective on the Tax Roll of December 31, 2015.
- 5.5 Delays: Contractor shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, order of court or other public authority.

6 PAYMENT SCHEDULE

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

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

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

6.2 Suggested Schedule and Percentage of Completed Work:

The Schedule is to be provided by the Contractor and approved by the Assessor.

% OF TOTAL STAGES OF COMPLETION PROJECT COST

- 6.2.1 Planning & organization
- 6.2.2 Residential analysis and valuation
- 6.2.3 Commercial analysis and valuation
- 6.2.4 Field review
- 6.2.5 CAMA Software
- 6.2.6 Informal Hearings Notices & Interviews
- 6.2.7 Project finalization
- 6.2.8 TOTAL

7 RESPONSIBILITIES OF CONTRACTOR

- 7.1 Public Relations: Contractor recognizes that good public relations are required in order that the residents and taxpayers of the TOWN may be informed as to the purpose, benefits and procedures of the revaluation program. Contractor shall provide reasonable assistance to the Assessor in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs and property owner groups as a means of establishing an understanding of, and support for, the revaluation program and sound assessment administration. Contractor shall supply visual aids and other media at its disposal to this end. The Assessor prior to its release will approve all public releases.
- 7.2 Conduct of Contractor Employees: As a condition of this contract, Contractor's employees will, at all times, treat the residents, employees and taxpayers of the TOWN with respect and courtesy; Contractor shall take appropriate and meaningful disciplinary measures against those who persistently violate such terms of this provision.
- 7.3 Records: Printing of all field cards, assessment notices, letters, etc.
 - 7.3.1 General Provision: Contractor will provide all record cards, supplies, equipment, forms, literature and papers to be used in this project at no additional cost to the TOWN.
 - 7.3.2 Additional Supplies: All forms shall be subject to approval by the Assessor as to format, design, content, shape, size, color, quality and quantity.
 - 7.3.3 Records are TOWN'S Property: The original or a copy of all records and computations, including machine-readable database, made by Contractor in connection with any appraisal of property in the TOWN shall, at all times, be the property of the TOWN and, upon completion of the project or termination of this contract by the TOWN, shall be left in good order in custody of the Assessor. Such records and computations shall include, but not be limited to:

- 7.3.3.a Tax maps
 - 7.3.3.b Land value maps – for all residential properties
 - 7.3.3.c Materials and wages, cost investigations and schedules
 - 7.3.3.d Property Record Cards with final valuations and separate sketch cards, (if any)
 - 7.3.3.e Sales data
 - 7.3.3.f Capitalization rate data
 - 7.3.3.g Depreciation tables
 - 7.3.3.h Computations of land and building values
 - 7.3.3.i All forms of correspondence including letter or memoranda to individuals or groups explaining methods used in appraisals
 - 7.3.3.j Operating statements of income properties
 - 7.3.3.k Duplicate of hearing determination notices
 - 7.3.3.l Duplicate notice of change.
 - 7.3.3.m All software and documentation for the complete operation of the CAMA System.
 - 7.3.3.n Digital Imaging Services
- 7.3.4 Assessor's Records: Contractor will use a system approved by the Assessor for the accurate account of all records and maps which may be taken from the files of the Assessor in connection with appraisal work. All such records and maps shall be returned immediately. None of the Assessor's records shall be taken outside of the corporate limits of the TOWN without prior written permission of the Assessor. The Assessor will permit Contractor to copy all residential building sketches from existing field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds and swimming pools. Contractor will be permitted to copy and sketch all commercial and industrial properties that are presently outlined on existing Assessor's field cards.
- 7.3.5 Property Record Cards: Contractor will complete property record cards on their own computers and data entry will be done on a separate data file.
- 7.3.6 Valuation Information (Property Record Cards): These cards shall contain all manner of information affecting value, including, but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with unit of value applicable to each, public utilities available, public improvements, zoning regulations in effect as of the assessment date.
- 7.3.7 Sketches: Contractor will sketch all physical improvements, giving a listing of all interior and exterior construction details, quality of construction, age, condition, replacement values, and percent of physical and functional depreciation, depreciated values, and fair market value on any sales properties that need to be inspected. Sketches of buildings, including dwellings, shall be drawn to scale with dimensions given on the field card.
- 7.4 Assessment Notices: At the close of the revaluation, a notice shall be sent, at Contractor's expense including printing by First Class Mail, to each owner of record, setting forth the valuation that has been placed upon the property identified in the notice, provided old assessments are provided on magnetic media. Further, enclosed with such notice shall be a letter specifying the dates, times and place of the informal public

hearings. Such notices and letters shall be subject to the prior written approval of the Assessor. These notices will be printed by contractor and not on TOWN printers.

- 7.5 Informal Public Hearings: At a time mutually agreeable to the Assessor and Contractor, but following completion of all review work by the Assessor and Contractor, Contractor will hold informal public hearings at such times and at such locations as the Assessor may specify so that owners of real and personal property, or their legal representatives, may appear at specified times to discuss with qualified members of Contractor's staff the manner and methods of arriving at value. Informal public hearings, at the Assessor's discretion, may be held on weeknights and Saturdays.

Contractor will provide a sufficient number of qualified personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer shall be given consideration and adjustments shall be made where warranted. The public hearings shall be completed by March 11, 2016.

Contractor will provide person(s), or their legal representative, who appear(s) at a hearing, a form indicating whether or not Contractor will re-inspect the property(s) being questioned. Such decision to re-inspect will be at the reasonable discretion of Contractor. Any such re-inspection shall be made as soon as possible. This form shall be approved by the Assessor and provided by Contractor. The completed and signed forms shall be turned over to the Assessor at the conclusion of the hearings. Contractor will, at its own expense by First Class Mail, notify each taxpayer who has appeared at an informal public hearing of the results of that hearing as soon as the results are determined, and the form of such notices shall be subject to the prior expressed approval of the Assessor.

- 7.6 Board of Assessment Appeal: Contractor will have a qualified member or members of its staff with first hand knowledge of the project and Contractor's duties under the contract, available upon request, for attendance at any deliberations of the Board of Tax Review held after the completion of the revaluation, Sunday's excluded, to assist in the settlement of complaints and to explain the valuations made; but such availability and attendance shall not be required after the date for the completion of the duties of the Board Assessment Appeals with respect to the December 31, 2015 Tax Roll, or for one complete calendar year beyond completion of the revaluation, whichever comes first.

- 7.7 Litigation: In the event of appeals to the courts, Contractor will furnish a competent witness/witnesses with first hand knowledge of this project and Contractor's duties under the contract to defend the valuation of the properties appraised; it being understood that Contractor shall furnish said witness/witnesses on any court action for 5 days at no charge. Contractor will provide supporting data, including written appraisals if deemed necessary by the Assessor, for any said court appeals. Contractor will also comply with any request by the TOWN to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation described in the first sentence in this paragraph.

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

- 7.8 Building Cost Schedules:

- 7.8.1 General: Contractor will prepare building cost schedules for usage in the program hereinafter specified. These schedules will reflect the unit-in-place method, based upon square foot or cubic foot area of building, as applicable. These schedules shall be used in computing the replacement cost in the TOWN for all residential, commercial, industrial and farm construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees, and all other direct and indirect costs of construction. Before final acceptance, testing against known sales shall prove them. The Assessor shall approve all finalized schedules before their adoption and usage by Contractor.
- 7.8.1.a Residential: Residential cost schedules will include schedules for various classifications, types, models and story heights normally associated with the residential buildings. The schedule will be flexible, with special sections reflecting the various additions and deductions for construction components from the base specifications such as insulation, wall and floor types, interior finish, etc., along with prices for different types of heating systems, bathrooms, fireplaces, porches, breezeways, attached and unattached as well as basement garages, and schedules for other building improvements usually found on residential property (swimming pools, barns, sheds, garages, tennis courts, greenhouses, etc.)
- 7.8.1.b Commercial: Commercial building cost schedules shall be prepared in unit costs of materials in place and charted on a per square foot basis and shall be prepared for various story heights and contain all additions and deductions for construction components from base specifications.
- 7.8.1.c Industrial and Special Structures: Cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis or cubic foot as appropriate, and shall be prepared to contain all the additions and deductions for construction components from base specifications.
- 7.8.1.d Farm: Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including, but not limited to: barns, sheds, silos, milk houses, coops, etc.
- 7.9 Depreciation Schedules: The depreciation schedules or methods Contractor will use in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of building according to classification. These schedules or methods shall cover residential, commercial, industrial and farm buildings, and shall be approved by the Assessor prior to their use by Contractor.
- 7.10 Schedules for TOWN: Contractor will supply and leave for the TOWN a copy of all the above required building cost schedules and depreciation schedules for the TOWN'S usage, one copy of which shall be turned over to the Assessor upon approval of the schedules, as outlined herein.

8 APPRAISAL SPECIFICATIONS

- 8.1 Appraisal of Land: Contractor will appraise all land within the TOWN: residential, vacant, commercial, industrial, agricultural, special use, public utility, and tax exempt.

- 8.1.1 Land and Building Value Study: Land shall be valued on the basis of an analysis of all sales data occurring during the one year period prior to December 31, 2015. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the Assessor.

Contractor shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources of information relative to sales of property within the TOWN. All factors affecting the final value of land shall be considered, such as: location, zoning, inland wetlands, topography, soil condition, size, shape, view, utilities, vacancy, etc. This will include the review of sales verification notices sent to all property owners of property that transferred in 2015.

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

- 8.1.2 Physical Inspections: Contractor shall measure and inspect any and all real property that sold in 2015 where sales verification returns had differences in data.
- 8.1.3 Land Value Units: Contractor will prepare land unit values, subject to the approval of the Assessor, by front foot, square foot, acreage or fractional acreage, or site value, whichever, in the judgment of the Assessor, most accurately reflects the market for the appraised land.
- 8.1.4 Land Value Map: Contractor will delineate the approved land value units on all streets and acreage in the TOWN on a suitable map to be provided by the TOWN. The land value map shall be returned to the TOWN prior to the completion of the revaluation contract.
- 8.1.5 Neighborhood Delineation: After consideration of the environmental, economic and social characteristics of the TOWN, Contractor will, with the cooperation and approval of the Assessor, delineate "neighborhood" units within the TOWN. Each neighborhood unit will, in Contractor's opinion, exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code that will be used for valuation. These neighborhood numbers shall be recorded and maintained on the computer database.

8.2 Appraisal of Residential Buildings and Structures:

- 8.2.1a Exterior Field Review: Prior to full field review Project Manager and Assessor will review all sales in the field to verify pricing and neighborhood delineations.
- 8.2.1b Exterior Field Review: All properties shall be reviewed in the field by Contractor's personnel qualified as reviewers, as previously prescribed in these contract specifications. The properties shall be reviewed for classification, correct listing of information, final value and to assure that they are correlated to comparable properties. The ASSESSOR shall be notified of the dates of reviewing and be entitled to accompany the reviewers during this phase of the revaluation.
- 8.2.2 Pricing and Valuation:

8.2.2.a Fair Market Value: Pricing and valuation of all land and buildings must reflect the fair market value as of December 31, 2015 and shall be done from and in accordance with the previously approved manuals and schedules and these contract specifications.

8.2.2.b Final Valuation: The final valuation shall be the fair market value of the structure plus the market value of the land; such fair market values to be as approved by the Assessor. In arriving at the fair market value of the structures, replacement cost less depreciation from all causes may be considered, along with all other factors affecting the value of the property, all of which shall be noted on the street card.

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

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

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

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

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

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

8.3.4 Outbuildings/Improvements: All outbuildings shall be listed and valued separately.

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

8.3.6 Review: A final review and inspection shall be made in the same manner and for the same purposes as prescribed for residential properties. The reviewer shall be

competently trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building for which he/she is responsible.

8.4 Control and Quality Check:

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

8.4.2 Building Permits: The Assessor shall screen and make available to Contractor all building permits or copies thereof issued during the course of the revaluation to determine that all new construction, additions and remodeling have been included in Contractor's appraisals. The Town of North Kingstown has approximately 1,000 building permits per year.

Incomplete Construction: Contractor will plainly mark as approved by the Assessor, all property cards which have incomplete improvements as of December 31, 2015. The field card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date.

9 RESPONSIBILITIES OF THE TOWN

9.1 Nature of Service: It is clearly understood and agreed that the services rendered by Contractor are in the nature of assistance to the Assessor and all decisions as to proper valuations, shall rest with the Assessor.

9.2 Cooperation: The Assessor, TOWN and TOWN employees will cooperate with and render all reasonable assistance to Contractor and its employees.

9.3 Items Furnished by the TOWN: The TOWN shall furnish or make available the following:

9.3.1 Maps: The TOWN shall furnish one set of updated TOWN tax maps showing street, property lines and parcel identification numbers.

9.3.2 Land Dimensions: The TOWN shall make available to Contractor lot sizes and total acreage of all pieces of property where the maps or present records fail to disclose measurements or acreage.

9.3.3 Zoning: TOWN shall make available current TOWN building zone regulations and zoning map.

9.3.4 Record Cards: The TOWN will make available the present field cards only for the copying by Contractor of the following data: owner of record, location of property, address of owner, deed references, map and lot reference, age and date of construction of all buildings, lot size or amount of acreage of properties.

- 9.3.5 Building Permits: The TOWN shall make available all building permits or copies thereof during the course of the revaluation project up to December 31, 2015. All building permits shall be returned to the TOWN.
- 9.3.6 Identification: The TOWN shall furnish letters or cards of introduction and authority to inspect real estate in the TOWN.
- 9.3.7 Signing of Communications: The TOWN shall sign, by the Assessor, communications to be mailed at Contractor's expense for the purpose of contacting a property owner for inspection of the property and for the purpose of obtaining the property owner's income and expense information if such is needed for the income approach to value of commercial or industrial properties.
- 9.3.8 Mailing Address: The TOWN shall make available, through the Assessor's Office, the current mailing address of all property owners.
- 9.3.9 Media: The TOWN shall have information above available on magnetic media for the purposes of creating a legal file on Contractor's computers during initiation.
- 9.3.10 Obligation to Keep Current: The TOWN shall continuously and currently update the information specified above.
- 9.3.11 Sales Information: The TOWN shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

10 SOFTWARE SPECIFICATIONS:

- 10.1 Scope: The mass appraisal system (Vision Appraisal Technology CAMA) includes the capability to value residential property by the cost approach; all other classes of property may also be priced by the CAMA system. The CAMA system shall encompass all pertinent information in the areas of property identification, including ownership and land and building characteristics. This information will be arranged in a manner to enable the CAMA system to compute valuation data for all properties. Contractor shall be responsible for all program and data maintenance of this system until the date of completion of the contract.

The property values shall be delivered to the TOWN by classification codes, as required by Rhode Island General Statutes, on medium compatible with the TOWN's computer system.

10.2 System Software:

- 10.2.1 Editing and maintenance of database.
- 10.2.2 Sales analysis and sales ratio reporting.
- 10.2.3 Valuation by cost approach.
- 10.2.4 Spreadsheet printout of individual parcels with pertinent data including comparable sales.
- 10.2.5 Output of computer generated property record cards and owner cards.
- 10.2.6 Search module to enable retrieval of a parcel or parcels information, based on a combination of from one to 12 characteristics.

- 10.2.7 Parcel records and information must be able to be accessed by, but not limited to, owner, property address and property identification number.
 - 10.2.8 Sketch module capable of producing scale sketches for the property record card.
 - 10.2.9 Structured training sessions will be provided for the TOWN's staff to guarantee a sound understanding of the system.
 - 10.2.10 The TOWN will be permitted to make copies of the application software for backup purposes, as defined in the Software License Agreement.
 - 10.2.11 Digital Imaging Software
- 10.3 Deleted
- 10.4 Training:
- 10.4.1 Amount of Training: Contractor shall provide a minimum of 24 hours of direct training to the TOWN assessment personnel, both during and after the completion of the contract, in the use of all aspects of the system.
 - 10.4.2 Personnel: The Assessor shall determine the individuals and the amount of training each individual shall receive. If more than one person is receiving training at the same time, the training time shall be calculated as if one person is receiving training.
 - 10.4.3 Location: All training shall take place on the TOWN's computer hardware within the TOWN, unless both the TOWN and Contractor agree to an alternate training site or computer hardware.
 - 10.4.4 Documentation: Contractor will provide a detailed user manual for the CAMA software and Grand List production interface.

11 TRANSMITTAL OF RECORDS TO THE ASSESSOR

Regular periodical delivery of appraisals, as completed and in accordance to a schedule agreeable to the Assessor shall be turned over the Assessor for review. All appraisals of buildings either completed or under construction and all completed and corrected records shall be turned over to the Assessor as of April 1, 2016. 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, 2015.

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

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

**THE FOLLOWING IS THE ONLY CONTRACT THAT WILL BE AGREED TO
BY THE TOWN OF NORTH KINGSTOWN AND THE SUCCESSFUL FIRM**

CONTRACT
CONTRACT FOR REVALUATION SERVICES

AGREEMENT (To be signed at award of contract only)

Made as of the _____ day of _____ in the year of 2015.

BETWEEN the Owner: THE TOWN OF NORTH KINGSTOWN
 80 Boston Neck Road
 North Kingstown RI 02852-5762

And the Firm:
(Name and Address)

For the following Project: REAPPRAISAL OF REAL PROPERTY NORTH KINGSTOWN,
RHODE ISLAND

A. The Owner and Firm agree to perform services as set forth in the "Request for Proposals" for the above noted project, at an agreed upon amount of \$ _____.

OWNER

FIRM

(Signature)

(Signature)

(Printed Name and Title)

NOTE: The Town's Request for Proposal and vendor's response shall be affixed to and considered part of, this Contract.

Any disclaimers to our minimum insurance requirements will not be considered, and the Town shall consider the vendor's proposal "non-responsive".

B. The undersigned herewith acknowledges the receipt of the following Addenda:

<u>Addendum No.</u>	<u>Description</u>
_____	_____
_____	_____
_____	_____

C. The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

(Date)

(Print Name of General Bidder)

By: _____
(Signature of Principal)

(Print Name and Title of Principal)

(Business Address)

(City, State, Zip Code)

(Telephone Number)

(Corporation incorporated under the laws) Composed of
(_____) Officers,
(of the State of _____) Partners, of
(Partnership _____) Owner
(Individual _____) As Follows:

(President)

(Secretary)

(Vice President)

(Treasurer)