

**Request for Proposal (RFP) for General Assessing Services &  
Cyclical Data Verification for the  
Municipality of Atkinson, NH**

**Section I. Functions/Responsibilities:**

The Municipality of Atkinson seeks to retain a Professional Assessing Service Contractor to perform the duties and functions of Municipal Assessor as provided for below.

**Section II. Term:**

The term of this Agreement shall be for a period of five (5) years, from January 1, 2022 through December 31, 2026, subject to annual funding.

**Section III. Company Identity:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Section IV. Relationship of the Parties:**

The relationship between the Contractor and the Municipality shall be that of an Independent Contractor. As such, the Contractor shall hold the Municipality, its agents, servants and employees harmless, at the Contractor's sole expense, to any liability or legal proceeding occurring as a result of the Contractors' action(s) or omissions, including injury, death, property damage, or any associated expense(s) including costs of defense and reasonable attorney's fees. It is understood by the parties that legal proceedings resulting from appeals of property valuations or constitutional interpretations concerning property valuations are not subject to this clause.

The Town reserves the right to negotiate with bidders and to reject any or all proposals in the best interest of the Town.

**Section V. Insurance \ Indemnification:**

Certificates of insurance, identifying the Municipality as co-insured, will be submitted to the Municipality no more than thirty (30) days after the signing of the contract. The Municipality will be notified within fifteen (15) days in the event of loss or change in coverage or conditions or amounts of coverage. Each policy of insurance shall be issued by a financially secure insurer, duly licensed to do business in the State of New Hampshire.

*The following insurance will be maintained by the Contractor over the course of the contract:*

Liability insurance for bodily injury in an amount not less than \$1,000,000 per occurrence. Public liability insurance with a Comprehensive General Form to include, without limitation: Premises, Operations, Completed Operations, Product, Independent Contractors, Broad Form Property Damage, Blanket Contractual Insurance, and Personal Injury. Errors and Omissions Insurance with no less than \$1,000,000 combined single limit. Automobile insurance written with comprehensive coverage for owned, hire and non-owned vehicles. The limit for any one accident will be \$1,000,000. A Performance Bond may be required.

**Section VI. Termination/Resignation:**

Nothing in the Agreement shall prevent, limit or otherwise interfere with the rights of either party to terminate the Agreement subject to the terminating party giving fifteen (15) days written notice to the other party, prior to the effective date of separation.

The Municipality may terminate the Contract at any time, by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished and unfinished work product shall become the property of the Municipality. If the contract is terminated by the Municipality, as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services covered by the Contract, less payment of compensation previously made. Termination of the Contract or the retention of funds by the Municipality shall not preclude the Municipality or the Contractor from bringing an action against either party for damages or exercising any other legal, equitable, or contractual rights by the Municipality or Contractor may possess in the event of the Contractors' failure to perform.

In the event of written notice of termination by the Municipality, a ten (10) day period shall be allowed the Contractor to correct violations. However, upon failure to correct the violations, the Municipality will have the right to cancel the Contract, upon notice of the Municipality to issue termination within five (5) days of the effective date of the termination.

**Section VII. Misrepresentation or Default:**

The Municipality may void any and all contract(s) at any time if the Contractor has materially misrepresented any offering or defaults on any contract with a New Hampshire municipality.

In the event that any Contract person or employee assigned to the Municipality of Atkinson is convicted of any act resulting in personal gain in the execution of services provided through this agreement, then the Municipality shall have no obligation of prior notice, and may immediately terminate any and all Contracts.

**Section VIII. Transfer, Assignment, Sub-letting:**

The Contractor will not assign any part of this Agreement without express written permission by the Municipality.

**Section IX. Work Product:**

All work products used or created in conjunction with the services covered under this Agreement shall be the sole property of the Municipality, and that, in the event of Cancellation or Termination, such products will remain with the Municipality.

**Section X. Services \ Accommodations:**

The Contractor agrees to provide all services, support, personnel, labor, personal materials and equipment to perform the services that are the subject of the RFP.

The Contractor: The Contractor shall provide all the above-stated resources. Personal materials include calculators and field inspection equipment.

The Municipality: The Municipality shall provide office space with desks, tables, and chairs for use by the agents and employees of the Company in the execution of this contract. Also, the Municipality shall provide access to a computer with links to the Avitar CAMA system, access to a copy machine for copying work-related documents and keys to the work space at no cost to the Contractor.



**Section XI. Work Schedule / Key Personnel Assignment:**

By mutual agreement between the Contractor and the Municipality the following work schedule is hereby established:

The Assessor's hours will remain flexible according to the immediate needs of the Municipality, but will follow general patterns of one (1) day per week, and six (6) additional days to accommodate abatement requests, processing state forms, and required meetings with the DRA and Board of Selectmen.

**Section XII. Scope of General Services:**

It is understood by both parties that the hours worked by the personnel are sufficient to:

1. Adequately manage and maintain but not limited to the following; exemptions, credits, current use, land use change tax (LUCT), timber and gravel yield taxes, and all other statutory assessing obligations.
2. Perform field inspections to collect data for all new construction and properties with active building permits.
3. Perform field inspections on all properties which have transferred during the contract period, and investigate and verify the circumstances surrounding all sales;
4. Perform field inspections and other studies to review all abatement requests;
5. Meet with taxpayers wishing to discuss their valuations,
6. Meet with the Board of Selectmen upon request.
7. Post changes to Property Record Cards.
8. Prepare assessing-related documents to include, but not limited to: Semi-Annual Tax Warrant; MS-1 Summary Inventory Valuation; PA-45 Residential Monitoring Report; Parcel Count Request.
9. Defend values before the Bureau of Tax and Land Appeals (BTLA) or Superior Court, as needed.

**Section XIII. Scope of Cyclical Data Verification Services:**

It is understood by both parties that any individual assigned data verification duties will be approved according to DRA Rev. 600 rules.

1. Plan a random selection of twenty percent (20%) of the municipality **not** duplicating but inclusive of any new construction or sales verification properties, current parcel count 3,244 with approval projects adding 192.
2. Correct any incorrect data elements and reassess corrected parcels.

3. Update digital images as needed.
4. Perform annual ratio studies of all stratum and interpret to the Administration and BOS.
5. If the data-collector is some other than the assigned Assessor the assigned Assessor will review the collectors work for quality and accuracy.
6. Maintain a list of all properties **not** having the benefit of an interior inspection for future appointment mailings prior to any update of values.
7. Certification: 2026 is the certification year for Atkinson, requiring a complete statistical update of values. The statistical update shall consider two (2) years of sales prior to April 1, 2026. The Town has chosen that a Letter of Notification and a copy of the new Property Record card be sent by the Assessor to each taxpayer, with a minimum of four (4) days scheduled to hear taxpayers' concerns. The Town will be responsible for receiving calls from taxpayers to schedule appointments with the Assessor for a hearing. This process must be completed prior to August 14, 2026.
8. Prepare a USPAP-compliant final report to be submitted to the Board of Selectmen and the Department of Revenue Administration within 30 days of MS-1.

**Section XIV. Compensation:**

The Contractor shall be compensated as an independent contractor under this Agreement. As such, the Contractor shall be responsible for providing F.I.C.A., Workmen's Compensation, Unemployment Compensation & Liability to all employees assigned to the Municipality of Atkinson.

**These proposals shall be due in the Selectmen's Office, 19 Academy Avenue, Atkinson, NH 03811, in a sealed envelope clearly labeled "Assessing Proposal", on or before 12 Noon, December 20, 2021.**