

**REQUEST FOR BIDS FOR
2011 ANNUAL TRENDING
WELLS COUNTY, INDIANA**

1. INVITATION TO SUBMIT BIDS

The Assessor of Wells County is taking bids for annual trending of all real property and land to achieve and maintain equitable assessments pursuant to I.C. 6-1.1-4-17 and according to all rules and regulations set forth by the Department of Local Government Finance (DLGF). Personal property will not be included within the scope of this project.

Where the words "Professional Appraiser" are used herein, it will mean a Professional Appraiser as that term is defined in I.C. 6-1.1-4-17 and certified under I.C. 6-1.1-31.7. A Professional Appraiser must be certified as a Level II Assessor-Appraiser in order to be eligible to submit a bid. Any Professional Appraiser wishing to submit a bid will submit a qualifications package, including the following information:

- ◆ Company Overview. Profiles of the appraisal company, its principals, key personnel, qualifications, and experience.
- ◆ Evidence of the company's ability to perform the work, including lists of complete and current projects, as well as references of previous clients with similar projects.
- ◆ Evidence of financial stability and ability to post performance bond.
- ◆ The Professional Appraiser must also be able to supply its valuation techniques with a demonstration of understanding the project and data gathering methods to Wells County.

The Professional Appraiser must submit a complete response to all requirements set forth in this Request for Bids (RFB). All bids will be considered as long as they meet the standards contained in this RFB. These bid specifications will be interpreted as part of the contract. There will be no exceptions to the specifications, unless documented as a revision by the County before the contract award or by mutual agreement between the County and Professional Appraiser documented in the contract.

The prices submitted in the Professional Appraiser's bid proposal must be guaranteed for a period of ninety (90) days from delivery of the bid.

In order to ensure faithful performance of the work, the bidder must be prepared to provide a one hundred percent (100%) performance bond. Such bond must be stated in dollars, executed by a surety company licensed to do business in the State of Indiana. The bond will become part of the resulting contract. The cost of the performance bond will be borne by the bidder.

The costs incurred by the Professional Appraiser in responding to this RFB may not be charged to Wells County.

The contents of the bid specifications will be considered as contractual obligations. Failure to meet these obligations may result in cancellation of the contract.

Wells County reserves the right to reject any and all proposals received in response to this request. Wells County is not necessarily bound to award the contract solely on the basis of this request or otherwise pay for the information solicited or obtained.

Format for RFB. Each bid should be submitted in the following order:

- A. Letter of Transmittal
- B. Detailed Proposal
- C. Agreement and Contract
- D. Qualifications Package

The act of submitting a bid in response to this RFB may be construed by the County as the bidder's representation that the bidder is fully knowledgeable of the County's requirements.

The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the County against any demand for payment for use of any patented material, process, article, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract.

Professional Appraisers interested in providing these technical services are invited to view the property record cards, maps, computer systems, and all other appropriate information that will assist them in preparing their bid.

Each bid will specifically state that the trending of real property by the Professional Appraiser will be in the nature of assistance to the Assessors to arrive at a proper valuation. All decisions for final assessed valuation of properties, forms, records, and supplies to be furnished will be made by the Assessors.

2. SUBMISSION OF BIDS

Bids will be accepted at the following place, date, and time:

Place: Wells County Assessor Office
Wells County Courthouse
102 W. Market St. Suite 202
Bluffton, Indiana 46714

Date: __February 8__, 2010

Time: __9__ A.M.

One original and three (3) copies of bids will be submitted in a sealed envelope that is clearly marked:

"Bid for the Wells County Annual Trending"

Any bids received after the stated date and time will be returned to the Professional Appraiser unopened. This applies to bids sent by mail, as well as those that are hand delivered.

Professional Appraisers who have submitted acceptable bids will be notified of Professional Appraiser selection by letter within ten (10) days after the final determination has been made.

Bidder may withdraw a bid by written request at any time prior to bid opening.

Telegraphic bids are not acceptable and telephone or telegraphic amendments or withdrawals will not be accepted under any circumstances.

Negligence on the part of the Professional Appraiser in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

3. BONDING

The Professional Appraiser may, within ten (10) days after the execution of the agreement, provide the Assessors with a standard performance bond stated in dollars from a corporate surety authorized to act in Indiana.

The amount of the bond will be the amount of consideration established in the contract, and the bond will remain in effect for at least six (6) months after the completion date.

Any changes in work, extension of time, or termination of the contract will in no way release the Professional Appraiser or any of its sureties from any of their obligations. The bond will contain a waiver of notice of any changes in the contract.

Or in lieu of performance bond, the county will retain 10% of the monthly invoice until satisfactory completion of the project.

4. EVALUATION OF BIDS

All eligible bids submitted will be carefully evaluated by the Assessors and the Board of Commissioners. The Assessors and the Commissioners reserve the right to reject any and all bids and to select the bid that will provide the best overall service to the citizens and taxpayers of Wells County.

During the period of time in which bids are being evaluated, it is requested that all Professional Appraisers refrain from contact with the Assessors and the Board or Commissioners by phone or in person so that a fair and effective determination can be made. The Assessors and the Board of Commissioners, however, reserve the right to contact a Professional Appraiser for bid interpretation or clarification if deemed necessary.

5. OBJECTIVE/PROGRAM DEFINITION

The objective of this project will be that the Professional Appraiser will gather sufficient facts, information, and data, coupled with the proper analysis, in order to aid in the determination of the assessed value of each parcel, land valuation, and real property improvements. The Professional Appraiser will be required to follow the Constitution and laws of the State of Indiana. Value estimates will be established following the rules, forms, schedules, standards, and provisions set forth by the State Tax Board of Indiana.

6. LAND VALUATION (ORDER)

The Professional Appraiser will complete all land valuation work and have final land values ready for submission on or before March 1, 2011, or other mutually agreed date.

The Assessor will provide the Professional Appraiser with any and all sales disclosure forms and information attached with the corresponding/matching property record cards.

The Assessor will provide to the Professional Appraiser up to two (2) complete sets of any and all County maps as needed and requested by the Professional Appraiser, such as tax, township, city, school district, topography, flood maps, etc. Maps should show lot dimensions, acreage amounts, parcel/plot numbers, and zoning information and should be easy to read and reproducible.

The Assessors will provide assistance in resolving inconsistencies in information, including the research of sales transactions, utility costs, and well or septic information.

The Assessors will provide any and all information from the previous land commission and/or the current land valuation information and supporting documentation, including a copy of the existing land order.

The Professional Appraiser will record and/or verify the sales information (date of sale, sale price) from the sales disclosure forms on the County maps. The Professional Appraiser will create a sales data sheet for each sale; assign a reference number on sales data corresponding with the maps, and group by neighborhood and/or geographic location.

The Professional Appraiser will be responsible for analyzing the sales using the appropriate method. The Professional Appraiser will provide abstracts of improved sales, where necessary, in establishing land pricing to the various classes of real property for various land uses (excluding agricultural land).

The Professional Appraiser will organize and delineate the County into geographic areas so neighborhood codes may be established. These areas will be outlined/plotted on maps in a color coded system to differentiate between geographic areas and identified by the neighborhood.

The Professional Appraiser, in establishing final values, will consider all relevant factors tending to influence the market value of land, including, but not limited to, size, shape, topography, drainage, utility connections, street or roads, land patterns, neighborhood types and trend, depreciation studies of residential improvements, amenities, zoning restrictions, easements, hazards, and other influencing factors for each geographic area, where appropriate.

The Professional Appraiser will determine the neighborhood market index for all residential neighborhoods.

The Professional Appraiser will be responsible for researching and providing documentation supporting the cost incurred to make vacant parcels buildable (water wells, septic systems, and connection fees and hookups to public water and sewage utility systems).

The Professional Appraiser will use all necessary schedules, tables, charts, and procedures which will be obtained from 50 IAC.3 rules and regulations and in compliance with IC 6-1.1-4-13.6 for the valuing of land, lots, and the various depths, accesses, frontage, and irregular shapes. Also, the Professional Appraiser will prepare needed tables for the establishment of the value of corner influences and alley influences, where necessary.

Sale disclosure forms used in the determination of land values by the Professional Appraiser must be adjusted for time of sale to make them reflect market conditions as of March 1, 2011. Final land value prices established by the Professional Appraiser will be posted to the land maps (when available), referenceable to the neighborhood code by geographic area, supporting the summary report to be submitted to the Property Tax Assessment Board (PTABOA) for approval.

The final determination of land values is and will remain the responsibility of the Assessor.

A copy of the maps showing neighborhood boundaries, base rate, and assigned code will be provided to the secretary of the Property Tax Assessment Board of Appeals.

The Professional Appraiser will verify sale prices by reviewing sale disclosures in each sales grouping by neighborhood. If questions arise, the buyer of the property should be contacted.

If less than three percent (3%) of sales analyzed in a neighborhood or in similar neighborhoods represent the values for said neighborhood, the Assessors will be responsible for written findings from a local licensed real estate broker.

The Professional Appraiser will attend and participate in public hearings and brief the County on all land value base rates, influence factors, and neighborhood depreciation studies.

7. PARCEL COUNT FOR REASSESSMENT

The Professional Appraiser will provide the Assessors with all necessary data for entry into the County's computer system in order to establish the recommended true tax value and assessed value of each parcel of residential, commercial,

agricultural, industrial, and public utility/railroad property located within Wells County.

The Professional Appraiser will provide the necessary information with respect to parcels that are exempt from property taxes. Government exempt parcels may be from scratch. Recommended assessments will be determined in accordance with regulations, instructional bulletins, and directions of the Department of Local Government Finance.

The Assessors will notify the Professional Appraiser of the parcels that the Professional Appraiser is to review. This notification will be in writing.

8. SUBCONTRACTING

The Professional Appraiser will not subcontract any portion of the contract without the agreement of the Assessors. This limitation will not apply to the purchase of standard supplies, raw materials, or computer systems.

9. NONDISCRIMINATION

The Professional Appraiser and its subcontractors, if any, will not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his hire or tenure or with respect to the terms, conditions, and privileges of his employment because of his race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Any person, firm, or corporation submitting a bid will submit with same either their latest certification of compliance issued by a Federal, State, or local civil rights enforcement agency or, if no such certification is available, the company or firm's Affirmative Action Plan set forth as policy will be provided. This plan must comply with standards for contract compliance established by the State of Indiana Department of Civil Rights.

10. CONFIDENTIAL NATURE OF APPRAISAL DATA

The Professional Appraiser will assure that no individual on the Professional Appraiser's staff will disclose any appraisal information to any individual, firm, or corporation other than appropriate public officials and their authorized agents. Any data that is to be released will be provided to the Assessors who will provide for its release.

11. PROJECT TIME SCHEDULE

The annual trending should be started within 15 days of signing of the contract so that the project can be carried out and completed by June 1, 2011, or a later date if set by the State of Indiana. On that date, the final work product as specified in this RFB will be delivered to the County Assessor.

The Professional Appraiser will be responsible for the development of a annual trending calendar culminating in the completion of the project on the completion date. The calendar will show all important dates relative to the annual trending contract, and it will be developed in conjunction with the Assessors so that key review dates may be established between the Professional Appraiser and the Assessors. The objective of this time calendar will be to provide the Assessors and the Professional Appraiser with a specific date upon which various activities are to take place and an opportunity to monitor the progress of the annual trending utilizing an agreed upon schedule.

12. OFFICE SPACE AND TELEPHONE

The County will not be responsible for providing sufficient office space, furniture, and utilities for representatives of the Professional Appraiser to receive and process records throughout the contract period. The County will provide telephone service for communicating with taxpayers and the Assessor.

13. TAX MAPS AND PROPERTY DATA

The County will furnish two (2) copies of all current tax maps and one (1) copy of the land value maps, including neighborhood definitions and reports that have been finalized by the PTABOA. The County will furnish a copy of the existing property record cards and any associated documentation of property characteristics. The County will also provide the Professional Appraiser access to the County's computerized property records. The maps and property data will be furnished to the Professional Appraiser within thirty (30) days after signing of the contract.

14. INTEGRATION OF LAND VALUATION

The Professional Appraiser will be responsible for applying land value changes established by the land order, as established in paragraph 6, to each parcel of property. The Professional Appraiser will account for significant value influencing variations.

15. SUPPLIES

The County will be responsible for all State-prescribed forms (paper stock for property record cards, Form 11s with postage, etc.) and the processing of the forms at the completion of the project.

The Professional Appraiser will provide all necessary field and project office supplies (measuring tapes/poles, clipboards, callback cards, etc.).

16. SPLITS AND TRANSFERS

The Assessor's Office will be responsible for advising the Professional Appraiser on a monthly basis of any combination or division of real property. The Professional Appraiser will update its records so that all property records will be correct up to the tax lien date.

17. REPORTS

The Professional Appraiser will be required to submit to the Contract Representative for approval a work plan that shows a schedule for the completion of work designated in the contract.

The Professional Appraiser will be required to submit monthly progress reports under the contract. The reports will demonstrate whether the Professional Appraiser is adhering to the work schedule shown in the work plan.

The Professional Appraiser will schedule, upon notice from the Contract Representative, a monthly and/or quarterly meeting with the Assessors. This meeting will be held to keep the Assessors informed of the progress being made in the annual trending process and to discuss any problems that may arise.

In addition to reports, the quality of the work performance and adherence with contractual specifications and approved procedures will be evaluated by the Contract Representative. The Professional Appraiser will provide access to all records requested for the purpose of program monitoring and quality control checks.

18. PUBLIC RELATIONS

The Professional Appraiser will administer a comprehensive program of public information and public relations during the revaluation project in cooperation with the County Assessor. This program will include media releases, meetings with

representatives of the media, and appropriate public meetings as agreed to by the Professional Appraiser and the Assessor.

The Professional Appraiser will provide news releases for use by the Assessor in notifying property owners of the areas in which work is being conducted. In addition, the Professional Appraiser will provide news releases covering general subjects about the revaluation program that will enhance public understanding of its purpose, objectives, and methods.

19. CERTIFIED SUPERVISOR

The Professional Appraiser's project supervisor will be an individual who is certified as a Level Two Assessor-Appraiser under I.C. 6-1.1-35.5. All personnel not so qualified will perform their responsibilities under the direct supervision of a Certified Level Two Assessor-Appraiser.

20. IDENTIFICATION

All employees, agents, or subcontractors of the Professional Appraiser will carry a photo identification card bearing the signature of the individual. All automobiles used by the Professional Appraiser or its agents, employees, or subcontractors will be registered with the County Sheriff and local law enforcement agencies, as well as the County Assessor's Office.

21. PROFESSIONAL APPRAISER RESPONSIBILITIES

The Professional Appraiser will gather all information needed to determine true tax values and assessed values for certain specified properties for the March 1, 2011, or later assessment date. The Professional Appraiser will make a preliminary determination of the true tax value and assessed value for the properties all in accord with statutes, rules, and instructional bulletins or directives relating to those properties. The activities conducted by the Professional Appraiser will be referred to as a review.

The Professional Appraiser will provide technical assistance to the Assessors in connection with the as requested and assigned by the authorized designate of the Assessors under the terms and provisions of this agreement in accordance with and furtherance of all rules governing the assessment of real property promulgated by the Department of Local Government Finance and all other applicable laws, statutes, ordinances, or administrative rules. All reviews will be supervised by or performed under this agreement by a Level Two Assessor-Appraiser certified under IC 6-1.1-35.5.

- A. *Appraisal of Residential Structures.*** The Professional Appraiser will walk or drive around allowing view of all four sides of main structure of each residential structure, except where prohibited by fence, livestock, shrubbery, or other physical barrier. Each property record card will be compared to the actual property for correctness of information. Any errors or omissions will be corrected.

Residential outbuildings will be reviewed for errors or omissions as well as location in respect to the main structure.

- B. *Appraisal of Agricultural Property.*** All houses located on agricultural property will be reviewed in the same method and format as houses located on residential properties.

A complete listing of all agricultural outbuildings will be obtained in the same manner and format utilized for residential auxiliary buildings.

- C. *Appraisal of Commercial Property.*** The Professional Appraiser will review the measurements and use of all commercial property, as well as review the listing of the component parts of the structure. Each property record card will be compared to the actual property for correctness of information. Any errors or omissions will be corrected.

- D. *Appraisal of Industrial Property.*** The Professional Appraiser will appraise all smaller industrial plants in a manner similar to commercial property. Major plants will be reviewed and computer priced on a building by building basis. Each building will be shown on a separate card. The large industrials will include a site plan, drawn to scale, showing the relationship of the buildings to each other.

- E. *Appraisal of Utility Property.*** The Professional Appraiser will appraise all utility buildings in a manner similar to industrial property.

- F. *Appraisal of Railroad (Non-operating) Property.*** The Professional Appraiser will evaluate and appraise the land and buildings not required for the operation of the railroad, measuring and listing these structures in a manner similar to all other classes of property.

- G. *Exempt Property.*** The Professional Appraiser will be responsible for appraisal of exempt property. The Professional Appraiser will assist the County in assuring that the exempt property data is included in the data base for reference.

The Professional Appraiser will be responsible to value all of the above property types in comparison to Market Value in Use as defined by the DLGF. This will include and is not limited to; correcting grades, conditions, effective year built, depreciation of all types: (physical, functional and economic) and the correct valuing of the land.

22. CLASSIFICATION OF PROPERTY

The Professional Appraiser will be responsible for the identification of each parcel of real property in accordance with the property class codes as established by the Department of Local Government Finance.

23. ALL TRENDING

The Professional Appraiser will be responsible for completing the annual adjustment as instructed in 50 IAC 21 for the 2009, 2010, and 2011 assessment years. The County will provide the Professional Appraiser with the sales data base updated with validity codes for the time period as specified in 50 IAC 21. The Professional Appraiser shall further validate any sales found to be outliers. All trending factors will be returned to the County for entry into the system. The County will be responsible for table changes and for notifying the taxpayer of change in assessment.

A sales ratio will be provided to the County upon completion of the annual trending. This sales ratio study should be in an acceptable format as required by the Department of Local Government finance. The County will use this ratio study to assist in discrepancies with the sales ratio study performed by the DLGF.

24. NEW CONSTRUCTION

If the Professional Appraiser locates a building that is under construction at the time of a field investigation, a notation to that effect will be placed on the property record card indicating the estimated percentage of completion at the time of inspection. A special tag or label will be put on the property record for future attention. If the construction is basically complete, values will be determined as if it were complete.

Professional Appraiser is responsible for new construction and removals for assessment years 2009, 2010, and 2011 in all property classes. The county will be responsible to supply professional appraiser with permits and destroyed affidavits.

25. QUALITY CONTROL AND PROJECT INSPECTION

The Contract Representative reserves the right to inspect the work being done by the Professional Appraiser at frequent intervals during the revaluation program, and/or the Contract Representative may assign one or more staff personnel to work with the Professional Appraiser to assure a high quality and thorough program.

The Professional Appraiser will also be required to have a program of quality control and reinspection of parcels completed to assure that they are done in a high quality manner.

26. DATA ENTRY

The Assessor's office will be responsible for entering all data collected from all real property parcels into the computer system supplied by the County.

The County will be responsible to data enter new construction and removals for all assessment years.

27. INFORMAL HEARINGS

The Professional Appraiser will provide for hearings with the taxpayers **before** the mailing of Form 11s. The Professional Appraiser will include ten (10) person-days of hearing time as part of the basic bid. This will include the responsibility for reinspection as may be required and for data corrections to individual parcels of real property based on a reanalysis and a reinspection of parcels. Any individual who participates in this process will be familiar with the entire revaluation program and should have participated in previous aspects of the projects within the County. The Professional Appraiser will state the price per diem for additional days of hearing time required beyond the ten (10) person-days included.

The Professional Appraiser will provide for additional support **after** the mailing of Form 11s. The Professional Appraiser will include five (5) person-days of additional support time as part of the basic bid. The Professional Appraiser will state the price per diem for additional days of support time required beyond the five (5) person-days included.

28. PTABOA

The support of values before the PTABOA will be made by a responsible and competent employee of the Professional Appraiser. The Professional Appraiser will cooperate with the Wells County Assessor in receiving the standard Form 130 (Petition to the County Board of Review for Review of Assessment). The

Professional Appraiser will make recommendations to the PTABOA and indicate the same on the property record card that will be attached to the Form 130.

The duties in this section will terminate after all PTABOA appeals are settled for the 2011 tax year. The Professional Appraiser will provide five (5) person-days for PTABOA support described in this section as part of the basic bid. The Professional Appraiser will state per diem price for additional days of PTABOA time required beyond the five (5) days included.

The Professional Appraiser will state the per diem price for consultation on State appeals that are not settled by the PTABOA.

29. TRAINING

The Professional Appraiser will provide appraisal training as required to the Assessor to assure that the appropriate personnel are knowledgeable of all phases of the revaluation project.

The Professional Appraiser will provide training to field personnel under its control to assure conformance to job responsibility and skills required for data collection.

30. WORK PRODUCT DELIVERY

The Professional Appraiser will be responsible for the delivery of the following products to the Assessors at the completion of the reassessment program:

- A. Documentation of procedures used throughout the reassessment project.
- B. Return of all land maps with the color coded neighborhood analysis.
- C. All field worksheets for each parcel of real and locally assessable property within the County that the Professional Appraiser is responsible for.

31. PAYMENT SYSTEM

The Professional Appraiser will be paid as follows:

After the end of each month, the Professional Appraiser will submit a claim for payment for work done under the contract during that month. The amount of each monthly payment is subject to approval by the Contract Representative. Approval will be based on the progress reports submitted by the Professional Appraiser and on the Contract Representative's inspection of the Professional Appraiser's assessment records. The Contract Representative and the Professional Appraiser

will agree upon an invoicing format that both parties are satisfied with prior to any payments by the County. Payment will be made to the Professional Appraiser within thirty (30) days after approval by the Contract Representative.

If all work is not completed under the contract by the completion date of the contract, then all further payments will be suspended at that time until all work has been completed. Payment of the suspended amount will be made to the Professional Appraiser within thirty (30) days after that certification.

32. PENALTY

If the Professional Appraiser should fail to complete the appraisal program by June 1, 2011, or later date defined by the State, that failure will be cause for a penalty payment by the Professional Appraiser in the amount of **TWO HUNDRED DOLLARS (\$200.00)** per day beyond the completion date, Saturdays, Sundays, and holidays excluded. Such penalty will be deducted from the contract sum owed to the Professional Appraiser by the County. The completion date will be June 1, 2011, or later if defined by the State, with the exception of hearings.

33. INSURANCE AND WORKERS' COMPENSATION

The Professional Appraiser will carry automobile, public liability and Workers 'Compensation in the minimum amounts as follows:

- ◆ Automobile:
 - Bodily Injury \$100,000/300,000
 - Property Damage \$100,000
- ◆ Public Liability \$100,000/300,000
- ◆ Workers' Compensation Statutory Requirements

A certificate from an insurance carrier authorized to do business within the State of Indiana will be furnished to the County Assessor attesting to the above coverage. The Professional Appraiser will indemnify and save the County Assessor, the County, its officers, and all employees harmless from all claims, demands, payments, suits, actions, recoveries, and judgments of every kind and description brought or recovered against it by reason of any act or omission of the Professional Appraiser, its agents, or employees in the execution of this project.

34. MODIFICATIONS

The County and its Assessors reserve the right to make modifications in these specifications which are mutually agreeable to the Professional Appraiser.

35. FORM OF CONTRACT

The form of contract prescribed by the Department of Local Government Finance will be used as a guideline to conform to these specifications.

36. BID SPECIFICATIONS

The above specifications and any subsequent addendum(s) will become a part of the contract.

37. DELAY

The Professional Appraiser and the County will not be liable for delays or performance failures resulting from and caused by acts beyond the control of the respective party. Such acts will include, but not be limited to, the following:

- ◆ Change of the tax lien date for implementation by the Indiana State Legislature or the Department of Local Government Finance.
- ◆ Delay of certification of computer software changes for the annual trending.
- ◆ Department of Local Government Finance actions or initiatives.
- ◆ Legislative or judicial actions or directives.

In every case, the delays must be beyond the control of and without fault of or negligence of the non-performing party. In the event of a delay, the Professional Appraiser and the County will make all provisions required to ensure the completion of the project, including, but not limited to, an extension of the project completion date. Any extension of the project completion date will be expressed in writing in the form of an addendum to the existing reassessment contract.