CONTRACT FOR ANNUAL ADJUSTMENTS AND OTHER APPRIASIAL SERVICES

BETWEEN

BOONE COUNTY INDIANA AND GOVERNMENT UTILITIES TECHNOLOGY SERVICE, INC

This contract is entered into this 1st day of June, 2007, by and between, the County Assessor of Boone County, Indiana, hereinafter referred to as the "Assessor", and Government Utilities Technology Service, Inc., 11367 W 275 N, Thorntown, Indiana, 46071, hereinafter referred to as "Contractor."

RECITALS

A. The Assessor has determined that she should employ the Contractor as a technical advisor pursuant to the provisions of Indiana Code § 6-1.1-4-17 for the purpose of completing annual adjustments as required by Indiana Code § 6-1.1-4-4.5 and 50 IAC 21;

B. The Assessor has advertised for bids according to the provisions of Indiana Code § 6-1.1-4-18.5 and fulfilled all other statutory conditions precedent to the employment of a technical advisor;

C. The Assessor wishes to contract with the Contractor and the Contractor is willing to be contracted by the Assessor;

D. The Contractor is a Professional Appraiser as the term is defined in Indiana Code § 6-1.1-4-17(c) and Indiana Code § 6-1.1-31.7;

E. This Contract is subject to the provisions of 50 IAC 15, and the Contractor will comply with the provisions of 50 IAC 15 in connection with this Contract;

F. The Department of Local Government Finance shall be known in this Contract as "the Department."

AGREEMENT

In consideration of the premises, mutual covenants and obligations of the parties, the Assessor and Contractor agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS.

The foregoing recitals are adopted by the parties as being true and accurate statements,

and are hereby incorporated as binding representations of this Agreement.

ARTICLE 2. DUTIES OF THE CONTRACTOR.

(a) The Contractor shall provide technical assistance to the Assessor in connection with the determination of annual adjustments to real property in Boone County for the Assessment Year of 2007, 2008, 2009 and 2010, as requested and assigned by the authorized designate of the Assessor, under the terms and provisions of this Contract, in accordance with and furtherance of all rules governing annual adjustments and the assessment of real property promulgated by the Department, and all other applicable laws, statutes, ordinances, or administrative rules.

(b) All classes of property are to be reviewed by the Contractor under this Contract.

(c) For the class(es) of property listed in Article 2(b) of this Agreement the Contractor will complete all responsibilities of the Assessor created under Indiana Code § 6-1.1-4-4.5 and 50 IAC 21 regarding annual adjustments and the completion of required ratio studies, unless specifically retained by the Assessor and listed in Article 3 of this Agreement, including but not limited to:

(1) Perform ratio studies using the methods or combination of methods acceptable under the Standard on Ratio Studies published by the International Association of Assessing Officials ("IAAO") or other acceptable appraisal methods approved by the Department.

(2) Use a valuation date of January 1 of the year preceding the year of the assessment date.

(3) Use verified sales of properties occurring within two (2) calendar years preceding the relevant valuation date in performance of the ratio studies.

a. Sales occurring before or after the assessment date shall be trended if appropriate, in accordance with the IAAO standard and the time adjusted sales price shall become the basis for all ensuing analysis.

b. If available sales data is insufficient to satisfy the IAAO standard, the Contractor may use sales from earlier or more recent time periods, or both, by adjusting and time trending the sales data as described in the IAAO standard.

c. If the Contractor determines that there are insufficient commercial and/or industrial improved property sales in order to determine an annual adjustment factor the Contractor shall review one (1) or more of the following to derive an annual adjustment factor:

i. Marshall and Swift cost and depreciation tables from the first quarter of the calendar year preceding the assessment date;

ii. Income data, rental data, market value appraisals, and other relevant evidence derived from appeals of the most recent assessment date and adjusted, as applicable, to the January 1 of the year preceding the assessment date; responsible for generating complete parcel

characteristics and parcel assessment

iii. Commercial real estate reports;
iv. Governmental studies;
v. Census data;
vi. Multiple listing services (MLS) data;
vii. The independent study performed by the Indiana Fiscal Policy Institute;

viii. Other information or data to determine an annual adjustment factor.

(4) Review all neighborhood delineations for the specified class(es) of property established for the most recent assessment date to determine if any adjustments or alterations are desirable.

(5) Review all land values for the specified class(es) of property established for the most recent assessment date to determine if any modifications are needed in order to promote uniform and equal assessments.

(6) Review ratio studies for each listed property class and examine the coefficient of dispersion and price related differential to determine if an annual adjustment factor should be applied and determine the appropriate annual adjustment factor if required.

(7) After any annual adjustment factor is applied, the Contractor shall complete an additional ratio study and provide the results of the ratio study to the Assessor in the manner and format specified in 50 IAC 14-5-1 through 50 IAC 14-5-3.

(8) Notify the Contract Representative, designated under Article 7 of this Agreement, if any ratio study reveals a coefficient of dispersion and/or price related differential that is outside the appropriate ranges set in 50 IAC 21-11-1 and recommend appropriate actions to address any identified irregularities in accordance with the procedures set forth in 50 IAC 21.

(9) Conduct any required stratifications and perform ratio studies for each strata until the Contractor determines the properties that are causing a coefficient of dispersion and/or price related differential that is outside of the acceptable range and then make necessary refinements to the valuation for all similar situated properties.

(10) No later than fifteen (15) business days prior to October 1, the Contractor shall submit to the Assessor all parcel data in the specified formats as required by Indiana Code § 6-1.1-4-25 to be utilized by the Department in accordance with Indiana Code § 6-1.1-33.5-3.

(11) If the Contractor modifies parcel characteristics in any way, the Contractor agrees to generate complete parcel characteristics and parcel assessment data in a manner and format acceptable to the Department and the Legislative Services Agency. If the Contract does not modify parcel characteristics, the Assessor data remains in a manner and format acceptable to the Department and the Legislative Services Agency.

(12) Verify all sales disclosures forms forwarded to the Contractor that the Assessor received under Indiana Code § 6-1.1-5.5-3.

(13) No later than fifteen (15) business days before March 1 of each assessment year the Contractor must submit to the Assessor all sales disclosure data for the proceeding year in the electronic format specified by the Department.

> **(d)** All direct assessment activities must be performed by a level two assessor-appraiser certified under Indiana Code § 6-1.1-35.5. All work performed under this Contract must be organized, supervised, or reviewed by a level two assessor-appraiser certified under Indiana Code § 6-1.1-35.5. Additionally, a level two assessor-appraiser certified under Indiana Code § 6-1.1-35.5 must personally fulfill the following duties:
> (1) The level two assessor(s) will perform all subjective task associated with all items described in Appendix"A" and "B" of this contract.
>
> **(e)** Administrative personnel employed by the Contractor may be used to fulfill the following duties:
> (1) Administrative personnel will perform all non-subjective task associated with all items described in Appendix"A" and "B" of this contract.

(14) Contractor will provide all additional services required under this contract and as described under Appendix"A" the original Request for Proposal (RFP) and Appendix"B" the Response to the RFP and attachments hereto.

ARTICLE 3. RESPONSIBILITIES OF THE ASSESSOR.

The Contractor will not be responsible for the following duties contained in 50 IAC 21:
(1) If any annual adjustment is applied, send notices of assessment to each affected taxpayer pursuant to Indiana Code § 6-1.1-4-22(a),
(2) The Assessor will submit all required data to the State,
(3) The Assessor will handle all notifications and correspondence to the State and taxpayers, etc.,
(4) The Assessor will sign off on all Correction of Errors and appeals; and
(5) all affidavits and changes in assessed values.
(6) The Assessor will also oversee all of the contractors activities as described in Appendix"A" and "B" of this contract.

ARTICLE 4. CONSIDERATION

The Assessor shall pay the Contractor as follows:

A fee of $951,808.00 full payment and made in monthly installments of $19,829.33 for the complete performance of all duties, responsibilities and activities set out in this Contract and on the work plan mutually agreed to under Article 8 of this Agreement to be attached as Exhibit A.

ARTICLE 5. TERM OF CONTRACT.

(a) The Contractor shall commence work under this Contract within one (1) days of the date of execution of this Contract.

(b) The Contractor shall complete all work to be performed under this Contract, other than assistance required in regard to an appeal filed under Indiana Code § 6-1.1-15, before May 31st 2011.
(c) If the County so desires, this contract could be extended through December 31st, 2011 to facilitate activities requested by the County Assessor. The Contractor agrees if this option is exercised in writing from the County to the Contractor the price for services would remain the same as accommodated for in this agreement.

ARTICLE 6. PROFESSIONAL APPRAISER CERTIFICATION; CONTRACT VOID UPON REVOCATION.

(a) The Contractor must be certified as a "professional appraiser" under Indiana Code § 6-1.1-31.7 in order to enter into this Contract. The Contractor represents and warrants that he/she is certified as a "professional appraiser" under Indiana Code § 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "professional appraiser" under Indiana Code § 6-1.1-31.7 through the term of this Contract.

(b) In accordance with Indiana Code § 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract if the Contractor's certification as a "professional appraiser" under Indiana Code § 6-1.1-31.7 is revoked.

ARTICLE 7. CONTRACT REPRESENTATIVE.

The Assessor shall designate a Contract Representative to serve as the primary contact person under the Contract. The Assessor shall notify the Contractor of the designation before June 1, 2007.

ARTICLE 8. WORK PLAN.

Before June 15, 2007 the Contractor shall deliver to the Contract Representative a work plan that shows a schedule for the completion of work under the Contract. The work plan is subject to approval by the Assessor. The Contractor and Contract Representative

must agree to a work plan within 15 days of its submission to the Contract Representative. The work plan shall ensure that all values generated by any form of annual adjustment under this Agreement will be completed before such values are required by the Department in order to set tax rates. Upon approval of a work plan, it shall become Exhibit A and become a part of this Contract by this reference.

ARTICLE 9. CONTRACT REPORTS AND MONITORING.

The Contractor shall be required to provide written progress reports to the Assessor in a form reasonably prescribed by the Assessor. The reports must include the number of parcels being reviewed by the Contractor and the status of the work being done. The Assessor may require that additional information be included in the reports. The Contractor shall submit the reports to the Contract Representative on monthly basis and no later than 3 business days after the end of the month. The Contract Representative shall immediately forward a copy of each report to the Assessor. The Assessor may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The Assessor may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.

ARTICLE 10. TIME AND MANNER OF PAYMENT.

The Contractor shall be paid as follows:

At the end of each month, the Contractor shall submit a claim for payment as described in "AppendixB" for work done under the Contract during that month. The amount of each monthly payment is subject to approval by the Contract Representative, and is subject to full compliance with all other obligations under this Contract. Approval shall be based on the monthly progress reports submitted by the Contractor and on the Contract Representative's inspection of the Contractor's assessment records. Payment shall be made to the Contractor within 45 days after approval by the Contract Representative.

If all work is not completed under this Contract by the completion date specified in Article 5 of this Agreement or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments will be suspended at that time until all work has been satisfactorily completed and approved by the Contract Representative and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within 10 days after that approval by the Contract Representative.

ARTICLE 11. PENALTIES.

Payments due under this Contract shall be reduced by the amount of ($300.00) per

business day that any part of the review by the Contractor remains incomplete after any due date specified under this Contract.

ARTICLE 12. RESPONSIBILITIES.

The final determination of the appropriate adjustment factors and assessed values are and shall remain the responsibility of the Assessor.

ARTICLE 13. NON-DISCRIMINATION.

Pursuant to Indiana Code § 22-9-1-10, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

ARTICLE 14. GENERAL PROVISIONS.

(a) This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the Assessor and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

(b) No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing this Contract, or his or her successors in office. The failure of either party at any time or times to require performance of any provisions of this agreement shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.

(c) In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

(d) This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.

(e) This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that this Contract is not binding upon a successor to the elected office of an undersigned Assessor without the successor's prior written consent, nor can the rights, duties, and privileges of

the Contractor under this contract be transferred, sublicensed or assigned by it, either in whole or in part, without the prior written consent of the Assessor.

ARTICLE 15. DELAYS.

Whenever the Contractor or the Assessor have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within 3 days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

In the event of a delay by the Department, legislative action or court ruling, the Assessor reserves the right to re-negotiate all terms of the Contract including costs.

ARTICLE 16. TERMINATION.

The Assessor may terminate this Contract, if he or she determines that the Contractor has failed to make satisfactory progress toward performance. In such case, the Assessor will transmit a written Notice of the Default and termination to the Contractor 30 days prior to the proposed termination date, and the Contractor shall be given 10 days in which to remedy the condition which has caused the Termination Notice, or suffer termination.

The Contractor shall continue Contract performance to the extent not terminated under the provisions of the above paragraph and shall be compensated for its performance pursuant to an agreement of the parties.

In the event the Assessor terminates this Contract, in whole or in part as provided in this section, the Assessor may procure, upon such terms and in such manner as he or she may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the Assessor for any excess costs for such similar services.

ARTICLE 17. APPEALS.

The Contractor shall provide the necessary support of values after mailing of Notices of Assessment, Form 11s, utilizing personnel familiar with the entire annual adjustment process, including re-inspection of property or explanation of ratio studies as may be needed and at no additional cost under this agreement.

The Contractor shall provide the necessary support of values to the Property Tax Assessment Board of Appeals, including the formal hearing, informal hearing and re-inspection of the subject property as needed. These duties shall be performed by a competent Indiana State Certified Level II Assessor/Appraiser and at no additional cost under this agreement. This duty of the Contractor shall terminate when all appeals have been resolved.

If an assessed value and/or annual adjustment factor recommended by the Contractor is appealed to any reviewing body, the Contractor or its employee or representative shall, if

at least 10 days notice is given to the Contractor, appear at any hearing scheduled on the appeal of the parcel to explain its calculations and defend the recommendation. This duty of the Contractor shall terminate when all appeals have been resolved.

ARTICLE 18. INDEPENDENT CONTRACTOR

In the performance of this Contract, Contractor will be acting in an individual capacity and not as an agent, employee, partner, joint venture or associate of the Assessor. The employees or agents of the Contractor shall not be deemed or construed to be the employees or agents of the Assessor for any purpose whatsoever.

ARTICLE 19. LIABILITY.

The Contractor agrees to indemnify, defend, and hold harmless the Assessor and his or her township and county, and all agents, officers and employees of those townships and that county, from all claims and suits including, court costs, attorney's fees, and other expenses, caused by any act or omission of the Contractor and/or its subcontractors, in connection with this Contract.

ARTICLE 20. SUBCONTRACTING.

The Contractor must obtain the prior written approval of the Contract Representative before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials.

If subcontractors are used, the Contractor is responsible for contract performance, compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

ARTICLE 21. FORCE MAJEURE.

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case, the delays must be beyond the control and without the fault or negligence of the non-performing party.

ARTICLE 22. MAINTAINING A DRUG-FREE WORKPLACE.

Contractor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Assessor within ten (10) days after receiving actual notice that an employee of the Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.

In addition to the provisions of the above, if the total contract amount set forth in this

Contract is in excess of $25,000.00, Contractor further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by Contractor in conjunction with this Contract and which is appended as an Attachment to this Agreement.

It is further expressly agreed that the failure of Contractor to in good faith comply with the terms of the above, or falsifying or otherwise violating the terms of the certification referenced above shall constitute a material breach of this Contract, and shall entitle the Assessor to impose sanctions against Contractor including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of Contractor from doing further business with the County for up to three (3) years.

ARTICLE 23. CONFIDENTIAL NATURE OF APPRAISAL DATA

The Contractor shall assure that no individual on the Contractor's staff shall disclose any appraisal information to any individual, firm or corporation other than appropriate public officials and their authorized agents. Any data, which is to be released, shall be provided to the Assessor who shall provide for its release. However, the Department and the Legislative Services Agency shall have unrestricted access to the Contractor's work product under this Agreement.

ARTICLE 24. IDENTIFICATION.

All field personnel involved with the completion of this Agreement shall carry identification cards, which will include a photograph of the individual and the County Assessor's signature. All automobiles used by field personnel shall be marked appropriately and registered with County Sheriff's office, with local police departments located within the county, and with the County Assessor's office.

ARTICLE 25. WORK PRODUCT DELIVERY.

The Contractor shall be responsible for the delivery of the following products to the Assessor at the completion or termination of this Agreement:

(1) Documentation of procedures used throughout the reassessment program;
(2) Any and all training materials and manuals used to train the Contractor's staff;
(3) All field worksheets for each parcel of real property;
(4) All maps and/or other information provided for the Contractor by the Assessor;
(5) All information gathered, created, or reviewed for the verification of sales disclosure; forms, neighborhood delineations, land values, and/or any time adjustments to sales prices; and
(6) All ratio studies and supporting documentation.

ARTICLE 26. CONTRACTOR EMPLOYEES – PROJECT MANAGER.

The Contractor shall assign by name an Indiana Level II Assessor/Appraiser as project manager. The assigned Indiana Level II Assessor/Appraiser shall be: Janis Wilson. The current contact information for the assigned person is:

Government Utilities Technology Service, Inc.
11367 W 275 N
Thorntown, IN 46071
317-709-6448

ARTICLE 27. OFFICE SPACE.

The Assessor will be responsible for providing the Contractor with office space in connection with the execution of this contract. This will include necessary furnishings, telephone, file cabinets, computer access to the property management system, printers and printing supplies.

ARTICLE 28. INSURANCE AND WORKER'S COMPENSATION.

The Contractor shall carry insurance in the amounts as follows:

As required in the original RFP see Appendix"A".

A certificate from an insurance carrier authorized to do business within the State of Indiana shall be furnished to the Contract Representative attesting to the coverage stated above. The Contractor shall indemnify and hold the County Assessor, the County, its officers and all employees harmless from all claims, demands, payments, suits, actions, recovery and judgments of every kind and description brought or recovered against it by reason of any act or omission of the Contractor, its agents, or employees in the execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers this 9th day of May, 2007.

APPROVED: Boone County Assessor:

By: Lisa C. Garoffolo

LISA C. GAROFFOLO, Boone County Assessor
Printed

Government Utilities Technology Service, Inc., Professional Appraiser:

By: _____, Title PRESIDENT

ERIC V. GOODNIGHT, Title PRESIDENT
Printed

Boone County Commissioners:

By: Charles H. Eaton,

CHARLES H. EATON, Commissioner
Printed

By: Marc Applegate,

MARC APPLEGATE, Commissioner
Printed

By: Harold "Huck" Lewis,

HAROLD "HUCK" LEWIS, Commissioner
Printed

Boone County Council:

By: Steve Jacob,

STEVE JACOB, President
Printed

Boone County Attorney:

By: Eileen J. Sims,

Eileen J Sims,
Printed

ATTESTED: Boone County Auditor:

By: _____,

Gretchen Smith, County Auditor
Printed

APPENDIX "A"

BOONE COUNTY COMMISSIONERS

BOONE COUNTY, INDIANA

Request for Proposal (RFP)

TECHNICAL SERVICES
RELATING TO REAL PROPERTY ASSESSMENTS

March 28, 2007

BOONE COUNTY COMMISSIONERS

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SECTION 1 BACKGROUND AND SCOPE OF SERVICES

1.1 Background - The Board of Commissioners of Boone County is the governing body of Boone County Indiana. Their offices are located at 116 West Washington Street, Lebanon, Indiana, 46052. The Commissioners and the County Assessor's Office, has expressed the need for a vendor to provide assessment services which include trending, ratio study, new construction field work, data entry, annual review of 25% of all parcels within the county, support to the County Assessor for appeals, data submittals to the State of Indiana, and consulting services to the County Assessor.

1.2 Existing Environment – Certain services described above are currently being provided by multiple vendors, and office staff. Other services are not being currently provided. Lisa Garoffolo took office as the new County Assessor on January 1, 2007 and is working with other county officials to redesign the assessor processes in Boone County. As a part of that effort this Request for Proposal (RFP) is being issued to satisfy the purchasing of requested services as described elsewhere in this document.

1.3 Project Objective - The objective of this project in part shall be that the Contractor shall assist the Assessor in developing an on going plan which will result in fair and equitable real property assessments. The Contractor shall be required to follow the Constitution and laws of the State of Indiana. This plan shall account for the continuing process of "market value in use" as defined by I.C. 2.3-1-2.

1.4 Project Locations - Boone County Courthouse
201 Courthouse Square
Lebanon, IN 46052

Boone County Annex
116 West Washington Street
Lebanon, IN 46052

1.5 Project Term – The prices submitted on each bid proposal must be guaranteed for a period of ninety (90) days from delivery of the bid. The Commissioners and the County Assessor expect to negotiate a four year contract for the services requested under this RFP.

SECTION 2 GENERAL INFORMATION FOR THIS RFP

2.1 Purpose of This RFP - The Boone County Assessor is undertaking a program to achieve and maintain equitable assessments pursuant to I.C. 6-1.1-4-4 and according to all rules and regulations set forth by the Department of Local Government Finance. Personal property shall not be included within the scope of the project.

Where the work "Contractor / Vendor" is used herein, it shall mean a Professional Appraiser as that term is defined in I.C. 6-1.1-4-17. A Contractor must be certified under I.C. 6-1.1-31.7 in order to be eligible to submit a bid. Documentation confirming such certification shall be included as a part of the bid package.

2.2 Issuer - This RFP is being issued by the following people in care of the county:

Boone County Commissioners
116 West Washington, Room 103
Lebanon, IN 46052
Telephone: (765)-483-4492

2.3 Non Disclosure - Information pertaining to Boone County obtained by the Vendor as a result of its participation in relation to this RFP is confidential and shall not be disclosed or used by the Vendor except as authorized herein by the Boone County Commissioners. The content of Vendor responses will be held in confidence and will not be divulged to any other Vendor.

The commissioners reserve the right to share with any consultant of choosing, the RFP responses and any resultant response in order to secure expert opinion. The consultant shall be required to sign a non-disclosure agreement guaranteeing that all information received pertaining to this RFP or subsequent contract shall be held in confidence.

2.4 Incurring Costs - The Boone County Commissioners are not liable for any cost incurred by any Vendor in connection with said Vendor's response to this RFP and may not be charged to the County.

The Boone County Commissioners reserve the right to accept or reject any or all response(s) to this RFP, and shall be under no obligation to explain any such rejection. It is to be expressly understood by each respondent that no liability will be incurred by the Boone County Commissioners by reason of the rejection of, or failure to accept the respondent's quotation.

The Boone County Commissioners reserve the right to cancel the proposed RFP at any time prior to the execution of a written contract without any liability to the Boone County Commissioners if, in its sole determination, its best interest would be served by doing so.

Once the full process has been exercised and funds are available to support a contract, the project will move forward. In the event that the current funds do not support the project, the commissioners reserve the right to postpone or cancel this project.

2.5 Procurement Schedule - Vendors must adhere to the following schedule of events in the

procurement process. The commissioners reserve the right to change this schedule at any future date.

2.5.1 Request **for Proposal Available**: March 28, 2007 through April 9, 2007

2.5.2 Questions **regarding this RFP to be submitted in writing to the issuer no later than:** 4:00 p.m. April 10, 2007.

2.5.3 Responses to any written questions to all Vendors by: 4:00 p.m. April 11, 2007.

2.5.4 Deadline for Receipt of RFP Responses: Responses must be received by the Boone County Commissioners before 3:00 p.m. Friday April 13, 2007. Responses received after the due date will be returned to the Vendor unopened.

2.5.5 Award Date: April 16, 2007

2.6 Acceptance of Proposal Content - The content of this RFP and the quotation submitted by the Vendor will be included as part of the contractual obligations, if a contract ensues. Failure of the successful Vendor to accept the obligations stated within this RFP, unless otherwise agreed to in writing by both the Vendor and the commissioner's, may result in cancellation of the award of the contract.

2.7 General Bidding Information - Any bids received after the stated date and time will be returned to the Contractor unopened. This applies to bids sent by mail, as well as those which are hand delivered.

Any Contractor may withdraw a bid by written request at any time prior to the close of the business day on the date of submission.

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

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

2.8 Vendor Selection Criteria - All eligible bids submitted shall be carefully evaluated by the Assessor(s) and the County Commissioners. Responses to this RFP will be evaluated based upon the following factors:

- Cost
- Best overall solution that meets county criteria
- Project implementation
- Experience and qualifications of personnel assigned to the project

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

2.9 Monthly Reports - The Contractor 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. This plan shall be submitted within fifteen (15) working days of signing of the contract. The Contractor will be required to submit monthly progress reports under the contract. The reports shall demonstrate whether the Contractor is adhering to the work schedule shown in the work plan.

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 Contractor shall provide access to all records requested for the purpose of program monitoring.

The Contractor shall schedule, upon notice from the Contract Representative, a monthly meeting with the Board of Assessors. This meeting shall be held to keep the Board of Assessors informed of the progress being made in the revaluation program and to discuss any problems which may arise.

2.10 Billings - The Contractor shall be responsible for providing a schedule acceptable to the Assessor(s) of work progress for the determination of the monthly payment.

Payments to the Contractor shall be made on a monthly basis, but pending approval of the monthly progress reports submitted by the Contractor and on the Contract Representative's inspection of the assessment records. Payment shall be made within thirty (30) days after approval by the County Executive.

2.11 County Responsibilities - It is understood that the County shall provide adequate office space for project utilization during this project, as well as, an adequate number of networked computers and corresponding license seats for CAMA data entry. Any additional expenses and liabilities resulting there from shall be incurred by the Contractor without any obligation to the County.

The County shall furnish a copy of all tax maps to the Contractor as well as a copy of each property record card or worksheet containing the physical data of the property record card. This information will be delivered within fifteen (15) days of signing of the contract.

The County shall be responsible for printing of the property record card, Form 11s and postage to mail the Form 11s.

2.12 Non-Discrimination - The Contractor shall 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, handicap, 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 shall 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 shall be provided. This plan must comply with standards for contract compliance established by the State of Indiana Department of Civil Rights.

2.13 Field Identification - All field personnel and all individuals involved with the revaluation program shall carry suitable identification cards which shall include an up-to-date photograph supplied by the Contractor, and the signature of the Assessor(s).

All automobiles used by field personnel shall be registered with the County Sheriff's Office, as well as with local Police Departments in the various cities and towns within the County. Such registration shall include license number, make, model, year and color of the vehicle. The Contractor shall also register all vehicles used by field personnel with the County Assessor's Office.

2.14 Contractors Employees - The Contractor shall assign, by name, an Indiana Level II Certified Assessor to this project. The Contract Representative shall have final approval of all Contractor employees.

2.15 Quality Control and Inspection - The Contract Representative reserves the right to inspect the work being done by the Contractor at frequent intervals during the revaluation program, and/or the Contract Representative may assign one or more staff personnel to work with the Contractor to assure a high quality and thorough going program.

The Contractor shall also be required to have a program of quality control and re-inspection of parcels completed to assure that they are done in a high quality manner. The plan for this program shall be submitted with the work plan submitted at the beginning of the project.

2.16 Insurance - The Contractor shall carry insurance in the minimum amounts as follows:

Type	Coverage	Amount
Automobile	Bodily Injury	$100,000/300,000
Automobile	Property Damage	$100,000
Public Liability		$100,000/300,000
Errors and Omission		$1,000,000

If requested, a certificate from an insurance carrier authorized to do business within the State of Indiana shall be furnished to the County Assessor attesting to the above coverage.

The Contractor shall indemnify and save the County, its officers and all employees harmless from all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description brought or recovered against it by reason of any act or omission of the Contractor, its agents, or employees in the execution of this project.

SECTION 3 VENDOR REQUIREMENTS UNDER THIS RFP

3.0 Introduction - The information contained in this section includes the minimum specifications to be rendered under this RFP. Once a contract is awarded, any deviation from these minimum requirements must be stated in writing and must be approved in writing by the Boone County Commissioners. The act of submitting a bid in response to this RFP may be construed by the County as the bidder's representation that the firm is fully knowledgeable of the County's requirements.

3.1 Basic Services to be Provided Under this RFP - The successful Vendor will be required to provide but not limited to the following services:

3.1.1 Vendor Profile - Each vendor submitting a bid must provide the information requested in section 4.1. Any Contractor wishing to submit a bid shall submit a qualifications package including profiles of the appraisal company, its principals, key personnel, equipment, qualifications and experience.

3.1.2 Ability to secure and deliver a solution that meets the requirements listed in section 5.2. - The commissioners will only accept proposals that meet these criteria. Any proposal that does not indicate and explain how it will meet the requirements will not be considered or accepted. Contractors must submit a complete response to all requirements set forth in this Request for Proposal (RFP). Contractors may submit alternative proposals, if they so desire. Contractors interested in providing these technical services are invited to view the property record cards and all other appropriate information which will assist them in preparing their bid.

3.1.3 Proposal Contents - The contents of the proposal of the successful bidder will be considered as contractual obligations. Failure to meet these obligations may result in cancellation of the contract.

SECTION 4 VENDOR RESPONSES

4.1 General Instructions:

4.1.1 Response due date - The Vendor will be required to provide four (4) copies of the response by 3:00 p.m. on April 13, 2007 to the following:

The Boone County Commissioners
116 West Washington Street
Room 103
Lebanon, IN 46052

The proposal package must be clearly marked "Bid for Assessment Technical Services".

4.1.2 RFP Format – Each proposal should be submitted in the following order:

4.1.2.1. - Letter of transmittal

- The letter of transmittal is to be signed by an officer of the company authorized to enter into a contract with Boone County.
- Company full name
- Company address
- Company telephone number
- Projects primary contact

4.1.2.2. - Detailed services proposal

- Please list all products/services intended to be provided under this proposal.

4.1.2.3. - Company's Profile and Qualifications

- How long has company been in business?
- Annual Sales?
- Products/services you provide
- Number of employees
- List of employees to be involved

4.1.2.4. - Cost Proposal

SECTION 5 PROJECT SERVICES

5.1 Required Services - Each Vendor's quotation will indicate how their proposal meets the following requirements. All services necessary to meet the requirements must be explicitly listed in the response.

5.1.1 Income Analysis - The Contractor shall develop income capitalization rates using income and expense data collected by the Assessors for the valuation of lease income producing properties. Develop gross rent multipliers using data collected by the Assessors for the valuation of leased, multi-unit residential properties.

5.1.2 Stratify Neighborhoods - The Contractor shall, based on statistical analysis of market homogeneity, re-stratify and / or re-delineate residential, agricultural, commercial or industrial neighborhoods as needed in order to provide improved equity and uniformity in assessments.

5.1.3 New Construction – The Vendor will review new construction permits, field measurement, digital photographs and data collection for all property classes. The Contractor shall be responsible for visiting all parcels, approximately 1100, which have new construction on a yearly basis. All new improvements to the parcels shall be measured, listed, photographed and data entered into the County's CAMA system.

5.1.4 Trending - The Contractor shall develop trending factors for all classes of properties, both improved and unimproved, by neighborhood as dictated by the DLGF on a yearly basis.

- Use necessary Sales Disclosure Data
- Evaluate vacant land sales to determine if land base rates need to be adjusted
- Calculate either neighborhood or trending factor for each neighborhood in property management system
- Furnish assessments for residential accommodations and over 4 units by applying the least value of the following appraisal approaches:
    1. Cost
    2. Sales comparison
    3. Income (If rental has 1 to 4 units, the Gross Rent Multiplier is to be used)

5.1.5 Defense of Values - The Vendor shall be responsible for the defense of values. This shall include, but not be limited to informal hearings with taxpayers, pre-hearing conferences, PTABOA, Indiana Board and Tax Court hearings. The Contractor shall provide time for appeals support per year within their response.

5.1.6 Ratio Study - Conduct an assessment ratio study to IAAO standards, using the County's validated sales database, for all classes of properties; both improved and unimproved, by neighborhood and by township. Report the results of the study in accordance with standard DLGF formatting and reporting requirements.

- Analyze data by Township and Property Class

DESCRIPTION	CODE	CLASS	COUNT
VACANT AGRICULTURAL-100	100	1	3645
AG CASH GRAIN/GENERAL FARM-101	101	1	1863
AG LIVESTOCK-102	102	1	4
AG DAIRY FARMS-103	103	1	1
AG POULTRY FARMS-104	104	1	4
AG NURSERIES-108	108	1	1
AG HOG FARM-110	110	1	1
AG TIMBER-120	120	1	3
AG OTHER AGRICULTURAL USE-199	199	1	543
IND VACANT LAND-300	300	3	72
IND FOUNDRIES & HEAVY MFG-320	320	3	1
IND MEDIUM MFG. & ASSEMBLY-330	330	3	5
IND LIGHT MFG. & ASSEMBLY-340	340	3	56
INDUSTRIAL OFFICE-345	345	3	2
IND WHSE-350	350	3	28
IND TRUCK TERMINALS-360	360	3	2
IND SMALL SHOPS-370	370	3	24
IND MINES & QUARRIES-380	380	3	3
IND GRAIN ELEVATOR-390	390	3	9
OTHER INDUSTRIAL STRUCTURES-399	399	3	35
COM VACANT LAND-400	400	4	313
COMM - APT 4 - 19 UNITS-401	401	4	70
COM - APT 20-39 UNITS-402	402	4	7
COM - APT 40 OR MORE UNITS-403	403	4	19
COM MOTELS OR TOURIST CABINS-410	410	4	2
COM HOTELS-411	411	4	5
COM NURSING HOMES & HOSPITALS-412	412	4	7
COM MOBILE HOME PARKS-415	415	4	16
COM CAMP GROUNDS-416	416	4	2
OTHER COM HOUSING-419	419	4	2
COM SMALL DET RETAIL (-10000)-420	420	4	81
COM SUPERMARKETS-421	421	4	3
COM DISCOUNT & JR DEPT STORS-422	422	4	4
COM NEIGHBORHOOD SHOP CENTER-425	425	4	9
COM COMMUNITY SHOPPING CENTER-426	426	4	3
COM CONVENIENCE MARKET-428	428	4	14
COM OTR RETAIL STRUCTURES-429	429	4	154
COM REST-430	430	4	27
COM FRANCHISE RESTAURANT-431	431	4	21
COM DRIVE-IN REST-435	435	4	2
COM OTHER FOOD SERVICE STRUCT-439	439	4	3

COM DRY CLEAN PLANT OR LAUNDRY-440	440	4	3
COM FUNERAL HOME-441	441	4	6
COM MEDICAL CLINIC OR OFFICES-442	442	4	28
COM FULL SERVICE BANKS-444	444	4	18
COM SAVINGS & LOAN-445	445	4	2
COM OFF BLDG 1 OR 2 STY-447	447	4	123
COM OFF O/147 - ELEVATOR-449	449	4	1
COM AUTO SERVICE STATION-452	452	4	21
COM CAR WASHES-453	453	4	7
COM AUTO SALES & SERVICE-454	454	4	28
COMMERICAL GARAGES-455	455	4	54
COM PARKING LOT OR STRUCTURE-456	456	4	47
COM DRIVE IN THEATHERS-461	461	4	1
COM GOLF RANGE OR MIN COURSE-462	462	4	3
COM GOLF COURSES-463	463	4	19
COM BOWLING ALLEYS-464	464	4	1
COM LODGE HALLS OR AMUSE PARKS-465	465	4	3
COM HEALTH CLUB-467	467	4	2
COMMERCIAL WAREHOUSE-480	480	4	49
COMMERCIAL MINI-WAREHOUSE-481	481	4	17
COMMERCIAL TRUCK TERMINALS-482	482	4	1
OTHER COMMERCIAL STRUCTURES-499	499	4	177
VACANT PLATTED LOT-500	500	5	2508
RES VAC 0-9.99 UNPLATTED-501	501	5	550
RES VAC 10-19.99 UNPLATTED-502	502	5	1
RES ONE FAMILY PLATTED LOT-510	510	5	11120
RES ONE FAMILY UNPLAT 0-9.99-511	511	5	3922
RES ONE DWG UNPLAT 10-19.99 AC-512	512	5	14
RES ONE DWG UNPLAT 20-29.99 AC-513	513	5	2
RES ONE DWG UNPLAT 30-39.99 AC-514	514	5	2
RES ONE DWG UNPLAT +40 AC-515	515	5	5
RES TWO FAMILY PLATTED LOT-520	520	5	200
TWO FAMILY PLATTED LOT-520	520	5	200
RES TWO DWG UNPLAT 0-9.99 AC-521	521	5	7
RES TWO DWG UNPLAT 10-19.99 AC-522	522	5	1
RES THREE FAMILY PLATTED LOT-530	530	5	51
THREE FAMILY PLATTED LOT-530	530	5	51
HOUSE TRAILER PLATTED LOT-540	540	5	317
MH PLATTED LOT-540	540	5	317
MH 0-9.99 UNPLATTED-541	541	5	2
CONDO PLATTED-550	550	5	250
RES CONDO PLATTED LOT-550	550	5	250

RES CONDO 40+ UNPLATTED-555	555	5	1
OTHER RES STRUCTURE-599	599	5	327
OTHER RES STRUCTURES-599	599	5	327
EXEMPT - USA-600	600	6	146
Exempt USA-600	600	6	146
UNKNOWN SUBCLASS-602	602	6	3
UNKNOWN SUBCLASS-605	605	6	3
UNKNOWN SUBCLASS-606	606	6	3
EXEMPT STATE OF INDIANA-610	610	6	244
EXEMPT COUNTY-620	620	6	42
EXEMPT TOWNSHIP-630	630	6	4
EXEMPT MUNICIPALITY-640	640	6	89
EXEMPT BOARD OF ED-650	650	6	44
UNKNOWN SUBCLASS-650	650	6	44
EXEMPT PARK DISTRICT-660	660	6	14
EXEMPT CHAR ORG W/EX-680	680	6	7
EXEMPT REL ORG W/EX-685	685	6	17
EXEMPT CHR/MOS/SYN W/EX-686	686	6	84
EXEMPT CEMETERY W/EX-690	690	6	46
EXEMPT OTHER ORG W/EX-699	699	6	23
UNKNOWN SUBCLASS-700	700	7	1142
MOBILE HOME	8888	9999	616
PERSONAL PROPERTY	9999	9999	4200

- Calculate equalization factor where needed
- Create and submit data file per State requirements
- Provide equalization factors for property management system as necessary

5.1.7 Consulting Services - Provide the County Assessor with consulting services as required and requested to support the assessor's operation.

5.1.8 25% Cyclical Review - Conduct on an annual basis, field review of 25% by property class for residential, commercial, industrial, agricultural parcels. The Contractor shall devise a plan to review all parcels of real property, approximately 30,000, by June 1, 2011 by visiting1/4 of all parcels each year for 4 consecutive years beginning May 1, 2007 and gathering all information necessary to value the properties according to recognized mass appraisal standards, techniques and methods.

This plan shall establish a calendar of events and timeline to show key events and procedures that will guarantee equity among taxpayers. The goal of this plan shall be to produce a data base over a 4 year cycle that is current and accurate. The completion of this project may not coincide with the expected reassessment date of 2010 established by the legislature. If the state reassessment is on time as designated by the legislature the vendor will be required under this agreement to finalize the last 25% of parcels in time to

complete the reassessment.

5.1.9 Data Entry - Perform data entry on new construction and annually reviewed parcels as directed by County Assessor. The Contractor shall be responsible for entering parcel characteristics modified as a result of the above listed activities into the County's CAMA system.

5.1.10 Data Cleanup - Data issues identified by the Vendor or County Assessor should be verified and updated as directed by County Assessor.

5.1.11 Property Classification - The Contractor shall be responsible for the identification of each parcel of real property in accordance with the property class codes as established by the State Board of Tax Commissioners in the "Indiana Real Property Appraisal Manual".

BOONE COUNTY COMMISSIONERS

BOONE COUNTY, INDIANA

Response to Request for Proposal (RFP)

For

TECHNICAL SERVICES
RELATING TO REAL PROPERTY ASSESSMENTS

April 13, 2007

Submitted by

guts
Government Utilities Technology Services

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guts
Government Utilities Technology Service

To: Boone County Commissioners
116 West Washington Street
Lebanon, Indiana 46052

Date: April 13, 2007

RE: Request for Proposal (RFP)
Technical Services Relating to Real
Property Assessments

Dear Sirs:

We at GUTS appreciate the opportunity to present our proposal for the "Technical Services Relating to Real Property Assessments" project. We have a deep respect for the challenges the County face as the result continued growth in the county, the data errors that currently exist, statutory requirements, state required deadlines, and increased work loads of office holders and staff.

In the pages that follow, we have provided a detailed set of responses for each of the requirements identified in the RFP. We look forward to speaking with the Commissioners and the County Assessor on this very important project. Please feel free to contact GUTS President Mr. Eric Goodnight or GUTS Assessment Specialist Ms Janis Wilson with any questions you may have. Their Contact information is listed below.

Below is the data required in our Transmittal Letter:

1.) Statement of Interest: GUTS presentation of this proposal constitutes our interest, willingness, and ability to deliver the functionality presented in this document.

2.) Statement of Proposal Life: All costs and deliverables presented in this proposal are valid for 90 days from the date of this document.

3.) Company Full Name: Government Utilities Technology Service, Inc (GUTS)

4.) Company Address: 11367 W 275 N, Thorntown, Indiana 46071

5.) Company Telephone: 765-425-6648
6.) Contact Person: President GUTS Assessment Specialist

Eric V. Goodnight
11367W 275N
Thorntown, Indiana 46071
765-425-6648
Email:ericg@g-uts.com

Janis Wilson
11367W 275N
Thorntown, Indiana 46071
317-709-6448
janisw@g-uts.com

Once again, we at GUTS appreciate the opportunity to present our proposal for this exciting project.

Sincerely:

Eric V Goodnight
President
Government Utilities Technology Service, Inc.

Company's Profile and Qualifications

General Information

Our back-office business and technology expertise is the major driver for our delivery of products and services to utilities and to Assessor, Auditors, Treasurers and County government. In Indiana, our business and technology staff are specialists in critical business segments and disciplines where you are experiencing challenges and reduced budgets. In particular, we have an outstanding team of practitioners who specialize in utility billing, county tax billing, network and helpdesk, IT management, geographic information systems (GIS), software tools, and business processes. We know that your business needs are focused in these areas and we are confident that we can deliver the required level of service that you demand and deserve.

GUTS not only provides access to best-practices and quality services, but are also committed to expanding and evolving with utilities and County government. We have the experience and commitment required to provide outstanding resources tailored to your individual requirements. Our partners consist of professionals in banking, customer relationship management, revenue management, and software development.

History of Company

In 1993, Eric Goodnight founded Goodnight Consulting Services to provide GIS consulting, complex digitizing services, and Information Technology (IT) services to Boone and Jasper Counties in Indiana. In 2003, the company name was changed to Government Utilities Technology Service Inc. (GUTS) to expand back-office and technology services to include utility billing, county tax billing, network and helpdesk, IT management, software tools, and business processes. GUTS currently have 23 staff members, with projected revenue of over 4 Million dollars in 2007.

Staff Involved in Assessment Services

Past Reassessment Experience

- Janis Wilson - has participated in four general reassessments and worked in a township office for 28 years as Chief Deputy Assessor in Pike and Warren Townships, Marion County, Indiana.
- Dan Spiker - has participated in three general reassessments and worked in Lawrence Township as Chief Deputy Assessor, Marion County, Indiana for 18 years.
- Beth Brown - has participated in two general reassessments and worked in Lawrence Township ad Lead Deputy Assessor, Marion County, Indiana for 11 years.

Other Qualifications

- Janis Wilson – successful completion of over 150 hours of IAAO classes; past education director for Indiana Assessors Association, Inc. responsible for curriculum to educate over 1200 assessing officials at two state-wide conferences each year.

- Dan Spiker – successful completion of over 150 hours of IAAO classes; licensed in real estate sales.
- Beth Brown – successful completion of over 90 hours of IAAO classes; licensed in real estate sales.

Certification

GUTS was certified by Mr. Barry Wood of the DLGF for Nancy Stassen from the DLGF for assessment work in Boone County on April 12, 2007. The approved certificate is being submitted to Lisa Garoffolo via mail.

Products/Services

Technology and Business Solutions

GOVERNMENT

- **PVDNet: eAuditor eTreasurer eAssessor**
  Property Management, Asssessment & Tax Billing Software for Auditor, Assessor & Treasurer

Payment Processing:
- Automated Tax Bill Printing
- Automated Payment Posting to legacy systems
- Automated Clearing House (ACH) lockbox payment processing

Simplified Management:
- Daily Cash Report
- Excess Tax Mail Merge
- Excise Taxes
- Mobile Home Permits

Applications Development:
- Electronic Tax Warrants for Clerks
- Electronic Tax Warrants for Sheriffs
- GIS
- Transfer Historian (land management)

Web Site Development and Hosting:
- Online Property Searches and Characteristics
- GIS
- Sales Disclosures - online management
- Tax Bills

A and B Tax Sales:
- Online web based system
- Real time posting of sales

UTILITIES

- Auto-Debit Payments
- GIS Applications Support
- GIS Applications Development
- Water, Sewer, Solid Waste, Recyling, Gas, Electric Billing and Other Services
- Zero Defects Quality Assurance Billing Process

TECHNOLOGY

Implementation and Support:
- PC Hardware and Software
- Microsoft Linux and Novell Servers
- Cisco and Nortel Routers and Switches
- Help Desk Assistance

IT Management:
- Help Desk Solutions
- Policy and Procedures
- Hardware Procurement

Security and Internet:
- Firewall Solutions from Watchguard and Cisco
- Firewall Monitoring
- VPN Connections for Remote Offices
- Anitvirus Solutions for PC, Servers and Email

Consulting:
- LAN/WAN Network Design
- Telephony Installation and Integration
- Data Extraction from Legacy Systems
- Network Design and Implementation
- ***Systems Integration***

SERVICE

Consulting:
- Business Process Improvement
- Costing and Cost/Benefit Analyses
- Fiscal Management
- Land Use Mapping
- Re-engineering and Development of New Business Processes
- RFQ and RFP Development
- Technology Procurement and Management
- Vendor Evaluation and Selection

11367 W 275N Thorntown, IN 46071 North (574) 286-4859 South (812) 568-7769 http://www.g-uts.com

Contact Information

Janis Wilson
(317) 709-6448
11367 W 2725N
Thorntown, IN 46071
janisw@g-uts.com
www.g-uts.com

References

Client Name: Boone County, Indiana
Services: PVDNet, GIS, Land Transfers
Primary Contact: Gretchen Smith
Title: County Auditor
Telephone Number: (765) 483-4424

Client Name: Jasper County, Indiana
Services: PVDNet
Primary Contact: Tammy McEwan
Title: County Treasurer
Telephone Number: (219) 866-9433

Client Name: Marion County, Indiana
Services: PVDNet
Primary Contact: Paul Ricketts
Title: Former Lawrence Township Assessor
Telephone Number: (317) 374-4890

Executive Summary

Government Utilities Technology Service (GUTS) Inc. has been meeting the technical and business needs of its clients for nearly 14 years. We have embraced the use of IT as a method to improve the quality, speed, and economic benefits derived by our customers' projects. We are dedicated to providing solutions that will enable our customers to direct their efforts toward their core business. GUTS approach to providing value is very simple – we build efficient and accurate solutions through the inclusion of the end-user community and with subject matter experts.

To that end, GUTS has spent the last 3 months meeting with and assisting the Boone County Assessor to identify and review the quality of data and their processes as they pertain to the management of assessing property taxes. These efforts revealed many data issues and work procedures involving sales disclosures, personal property assessments, exemptions, appeals and pricing of real property that need to be addressed.

The Assessment Services outlined in this proposal are specifically designed to address short and long term issues for the Boone County Assessor, Township Assessors, and Township Trustee Assessors. Updating and/or correcting the data used for CAMA (computer assisted mass appraisal) pricing and providing training of the work procedures, DLGF requirements and state statutes is the objective of the following discussion. Training and expertise will enable the county assessment officials and their staff to reduce errors and work associated with correction of errors. GUTS has incorporated the Assessment Services into an integrated solution for Boone County that will enable elected officials to comply with Indiana Statute in all facets of their property-tax-assessment duties. This integrated solution streamlines the assessment process and improves overall accountability. GUTS Assessment Services enables the County Assessor, Township Assessors, Township Trustee Assessors, County Treasurer, County Council and County Commissioners to share the same data and to view the assessment activities.

We are fully aware of the many challenges that face Boone County when contemplating a significant move to a new assessment solution. A few of those challenges include: dealing with significant amounts of assessment data that may be in error or may be out-of-date; training new staff to learn how to use the necessary tools, understand statutory requirements, and become proficient at new work procedures; increased work loads and deadlines that are difficult to meet with internal staff.

GUTS stands ready to work hand-in-hand with Boone County and the County Assessor to find solutions for these challenges – and more. We have assembled a team that is accustomed to working with the end users to facilitate change and improve business processes by utilizing the latest technology and knowledge.

We hope you will be excited about the advantages GUTS Assessment Services can offer Boone County.

5.1.1 Income Analysis

- GUTS will use industry standard tools to develop a true tax value based on the income approach for income producing properties. These will consist of but not limited to, information from publications, input from appraisers, using regional standards and industry benchmarks.

5.1.2 Stratify Neighborhoods

- GUTS recommends the following: (1) Use current county GIS maps to develop neighborhood boundaries by township; (2) Review 06 pay 07 trending analysis to identify and create new neighborhoods to stratify sales data so that each neighborhood meets the minimum DLGF statistical requirements; (3) GUTS will update new neighborhood numbers in the property management system; (4) GUTS will post new neighborhood maps to the web.

5.1.4 New Construction

- GUTS proposes the following procedure: (1) Develop a process for receiving permits from the various jurisdictions; (2) Township Assessing Officials will create a file/packet for each building permit issued by each of the various jurisdictions (Lebanon, Zionsville and the Area Plan Commission); (3) Develop a process for the township assessing officials to deliver files/packets to GUTS; (4) GUTS will log files/packets received from township assessing officials and will provide a copy of the log to the County Assessor; (5) GUTS will use GIS maps for efficient routing and go into the field to measure, sketch, data collect, and digitally photograph improvements; (6) GUTS will label and upload photographs to the Boone County server; (7) GUTS will update packets with field collected data and will input the sketches into the County's property management system; (8) GUTS will enter data into property management system and calculate revised true tax value; and (9) GUTS will provide a list of new construction that is less than 100% complete to each township assessing official for their review to verify completion as of March 1 for each year.

5.1.5 Trending

- Use necessary Sales Disclosure Data as follows: (1) GUTS will use valid sales data from 05 sales disclosures that were used for the 06pay07 trending; and (2) Evaluate the validity of each 06 sale that was submitted to the DLGF.

- Evaluate vacant land sales to determine if land base rates need to be adjusted as follows: (1) GUTS will establish new base rates where needed after review of vacant land sales; and (2) GUTS will enter new land rates into the property management system.

- Calculate either neighborhood or trending factor for each neighborhood in property management system as follows: (1) After land base rates are updated, sales are verified, and statistics are completed, GUTS will develop a neighborhood and trending factor; and (2) Upon direction from the County Assessor, GUTS will either apply trending factors or neighborhood factors to parcels in property management system.

- For all properties identified as rental provided by the County Assessor, GUTS will: (1) Deliver cost, sales comparison and income approach values for each rental property; (2) Derive cost values by applying neighborhood or trending factors as necessary; (3) Derive sales comparison values by analyzing sales disclosures that are not indicated, "primary residence"; and (4) Derive income values in accordance with approach proposed in 5.1.1 Income Analysis above.

5.1.5 Defense of Values

- GUTS proposes the following procedure: (1) Upon notification of an appeal, GUTS will contact taxpayer to hold an informal hearing; (2) GUTS will provide the county a written summary of the results of the informal hearing and provide recommendations for resolution; (3) GUTS will assist county assessor, township assessor and/or county attorney in preparation for PTABOA, IBTR, or Tax Court hearings as directed; and (4) Upon resolution of the appeal, GUTS will update the assessment values in the property management system to match the ruling.

5.1.6 Ratio Study

- (1) GUTS will analyze the following property types by township: vacant residential, improved residential, vacant commercial, improved commercial, vacant industrial, improved industrial; (2) Residential will be analyzed by township; and (3) All other property types will be analyzed on a county-wide basis.

- (1) GUTS will utilize valid sales disclosures used for 06pay07 trending; and (2) GUTS will calculate an equalization factor where needed.

- GUTS will provide data files per the DLGF required file format for sales disclosures each year

- GUTS will apply calculated equalization factors, if any, to parcels in

property management system.

5.1.8 Consulting Services

- **Access to Expertise:** GUTS will be available on a daily basis to answer questions and/or assist the County Assessor, Township Assessors, Township Trustee Assessors, and the General Public via phone or walk-ins.

- **Personal Property:** (1) GUTS will educate and develop a quality audit and taxpayer communication process for the county and/or township assessing official's personal property submittals. (2) GUTS will develop a procedure to identify new businesses and field verify existing businesses. (3) GUTS will provide data files per the DLGF required file format for all personal property each year.

- **Mobile Homes:** (1) GUTS will educate and develop a quality audit and taxpayer communication process for the county and/or township assessing officials on personal property mobile home assessments as per new rules that will be promulgated by the DLGF in the near future. (2) GUTS will develop a procedure to track personal property mobile home sales.

- **Not-For-Profit Exemptions:** GUTS will educate and develop procedures to track not-for-profit exemptions including filing, re-filing, approvals, and coordination with PTABOA.

- **Digital Photos:** GUTS will: (1) Develop a process to review the accuracy of the parcel #s labeled for existing digital photos; (2) Attach digital photos to parcels in the property management system.

- **New Subdivisions/Annexations:** GUTS will coordinate with county GIS department to establish County Assessor procedures for adding or modifying property management system for new subdivision plats, new or revised Tax Increment Finance (TIF) districts, annexations, splits and combinations.

- **Income Approach Methodology:** (1) GUTS will provide a document that recommends a process and the necessary tools and resources needed to execute the income approach methodology; and (2) GUTS will provide training to educate county and township assessing officials on how to conduct the income approach.

- **Rental Properties:** (1) GUTS will develop a process to identify rentals; and (2) GUTS will create a database of rental properties for retrieval and reporting purposes.

- **Appeals Tracking:** GUTS will assist in setting up procedures to track appeals from the initial informal hearing to final resolution of the appeal coordinated with the Township Assessor, Trustee Assessor, County Assessor, PTABOA, Indiana Tax Review Board, and Boone County Attorney.

5.1.8 25% Cyclical Review

- GUTS in conjunction with the County Assessor will agree upon the required number of parcels and their location for each year of review (25% of all parcels) and develop a schedule and a timeline of completion for each year.
- GUTS will use various techniques to help identify potential inconsistencies or items missed during previous re-assessments such as utilizing current aerial photography.
- GUTS will field visit each residential parcel.
- GUTS will collect new digital photos of residential and commercial improvements.
- GUTS will measure all discrepancies and data enter changes into the property management system.
- When deemed altered, GUTS will conduct an on-site walk-through inside commercial properties to verify current use and pricing.
- GUTS will provide monthly reports and work documents to the County Assessor that will describe the efforts and associated findings per parcel by the Vendor.

5.1.9 Data Entry

- GUTS will enter all data into county's property management system in a timely and efficient manner as directed.
- GUTS will provide documentation of all parcels updated on a weekly basis.
- GUTS will enter residential and agricultural data changes for new construction, cyclical review, and data clean up.
- GUTS will enter commercial and industrial data changes for new

construction, cyclical review, and data clean up.

- GUTS anticipates expending additional research time on some items due to data omissions from Township Assessors/Trustee Assessors.

- GUTS will review files/packets for omissions and if additional information is needed, will return file/packet to township assessors/trustees to capture missing data. Completed files/packets will be returned to GUTS from township assessors/trustees.

- GUTS will print PRC, check for errors, update file/packet with the new PRC and file in County Assessor's Office

5.1.11 Data Cleanup

- **Developer Discounts:** GUTS will identify new parcels eligible for developer discounts and validate that the discount applied is in compliance with the statute effective 3-1-2006.

- **Property Class Clean up:** (1) GUTS will modify property class 101's that should be changed to 501 after verifying there is no farming per aerial photographs; (2) GUTS will review and modify if applicable property classes: 100, 300, 400, 500; (3) GUTS will review government and not-for-profit parcels; and (4) Update property management system as needed or general list of parcels that need to be discussed with County Assessor.

- **Missing Addresses data for Vacant and Improved Properties:** (1) GUTS will identify parcels with missing address information; (2) GUTS will perform necessary research; and (3) GUTS will enter missing address information in property management system.

- **Missing CAMA neighborhood numbers:** (1) GUTS will identify minor plats without CAMA neighborhood numbers; (2) GUTS will determine correct CAMA neighborhood numbers; and (3) GUTS will update missing CAMA neighborhood numbers into property management system.

- **Missing Commercial Data in Property Management System:** (1) GUTS will enter commercial sketches and data not entered or converted from legacy property management system; and (2) GUTS will recalculate assessed values in new property management system.

- **Common Properties in Subdivisions:** (1) GUTS will locate common properties in subdivisions; (2) GUTS will evaluate the existing valuation; and (3) GUTS will if necessary, update valuation in property management system to reflect changes.

- **Deprecation Values:** (1) GUTS will identify parcels where additional

functional obsolescence was used because legacy system could not calculate physical depreciation correctly; (2) GUTS will remove functional obsolescence and replace with proper physical depreciation.

- **Central Business District Property Condition Review:** (1) GUTS will field evaluate condition of existing commercial Central Business District properties; and (2) GUTS will update changes in condition on property management system.

- **Obsolescence:** (1) GUTS will review all properties with obsolescence applied and determine if obsolescence is valid; and (2) GUTS will update changes to obsolescence in property management system as required.

- **Audit of Grade and Design Factors:** (1) GUTS will review subdivisions for consistency in applying grade; (2) GUTS will identify and update changes to property management system as necessary.

- **Audit of Condition Factors:** (1) GUTS will review condition factors for consistency; (2) GUTS will identify and update changes to property management system as necessary.

- **Certificate of Occupancy Audit:** (1) For each permit issued, GUTS will validate if certificate of occupancy has been issued; (2) Inform County Assessor and township assessing officials and recommend course of action as required; (3) After changes have been agree to, GUTS will update property management system.

- **Lot Size Conversion Issues:** (1) GUTS will review lot sizes and associated areas to determine if discrepancies exist; and (2) GUTS will adjust converted areas and/or correct dimensions in property management system.

- **Construction Not Complete:** (1) GUTS will identify existing parcels that show less than 100% complete; (2) GUTS will determine % construction complete based on permit or field review; and (3) GUTS will update property management system with % complete.

- **Homesteads:** GUTS will correct all homestead deductions not pointing to correct dwelling improvement

- **TIF Districts and Abatements:** (1) Guts will coordinate with the Boone County Auditor to locate all parcels in each TIF district, and all parcels with a real property abatement. (2) Guts will flag each parcel in the property management system to identify them as such. (3) Guts will report new base values on each abatement parcel after annual trending is completed.

5.1.12 Property Classification

- GUTS included a proposed solution to this requirement described in **5.1.10 Data Cleanup**, and in **5.1.8 25% Cyclic Review**.

5.1.13 Disclaimer

- Due to potential safety risks when performing field activities, GUTS personnel are not required to perform field work that may pose a risk or unsafe condition from, for example, stray or aggressive dogs, gangs, unsanitary debris, etc.

Additional items agreed to after award by the Commissioners

GUTS agrees to make personnel available to the Assessors office when necessary as the consultant. No limit on access.

GUTS agrees to send personnel to conferences and training classes to assist the County Assessor in understanding requirements etc. All assessment personnel associated with this project will be required to attend these classes.

Cost Proposal

GUTS propose the following cost for all the services requested in the RFP and listed in this response: (the costs shown are per year for a four year contract and will be billed monthly)
GUTS guarantee no cost increases during the term of this agreement.

Annual	$237,952.00
Billed monthly	$19,829.33

EXHIBIT A

(Insert detailed work plan)