

**REQUEST FOR PROPOSALS
FOR A REVALUATION PROGRAM
FOR THE ASSESSOR'S OFFICE IN
THE TOWN OF OLD LYME, CONNECTICUT**

The Town of Old Lyme, Connecticut is undertaking a program to revalue all Real Property, effective October 1, 2019. CONTRACTORS interested in providing the Revaluation Services set forth in the attached Specifications are invited to deliver 3 (three) copies of the proposals to the Town of Old Lyme, **no later than August 29, 2018 2:00PM**, at which time and place such proposals will be opened and read.

All proposals shall be sealed, addressed to the First Selectwoman and marked:

"Town of Old Lyme, Connecticut Proposals for 2019 Revaluation Services"

The Town will accept questions and responses or requests for clarification regarding this RFP but only in writing. Prospective respondents must email their questions to mkronfeld@oldlyme-ct.gov. Questions/requests for clarification must be received by the Town's Assessor no later than August 15, 2018. Written responses to the questions/requests for clarification will be sent to all potential respondents via email only by August 20, 2018.

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

The ASSESSOR reserves the right to amend this proposal for the Revaluation Program for all real property assessments at any time prior to the deadline for submission of proposals.

The Town reserves the right to reject any and/ or all proposals received if they determine it to be in the best interest of the Town.

The Town of Old Lyme presently has a license to use Version 6.5 of Vision Appraisal CAMA software. The CONTRACTOR must include in this proposal a price to install a CAMA system or upgrade the present appraisal CAMA software. The proposal must include any additional software licenses to complete the revaluation off-site in the event that the CONTRACTOR conducts data entry or analysis in a location other than the ASSESSOR's office.

The system must be fully loaded with all assessment data no later than July 1, 2019. The software must provide an interchange file to move data to the Town's current billing and collection system. Any conversion or software upgrade cost must be specified in your proposal. Conversion to the CAMA system must be completed no later than June 1, 2019. Any proposal must address the method and costs associated with the conversion of this data and should spell out how the CONTRACTOR expects to offer similar or more functionality. This includes the ability for mass database updates, integrated GIS functionality utilizing MapObjects, integrated property images, and the ability to host the GIS data, property images as well as the real estate data on the Internet. These items should be broken out and offered as options. The CONTRACTOR should also outline the method for maintaining both the data and the values in-house. The data will have to be converted to Vision Appraisal Technology's format. Any conversion is solely the CONTRACTOR's responsibility. All data entry will be the responsibility of the CONTRACTOR.

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

PROPOSAL FORMAT AND CONTENTS

Proposals shall include the following information organized in the following format:

- 1: Project Proposal Form.
- 2: A summary of the Proposal's advantages and strengths.
- 3: Name and telephone number of persons(s) to be contacted for further information and clarification.
- 4: A Letter of Transmittal signed by the individual authorized to negotiate in good faith for the Contractor stating that the offer is effective for at least sixty (60) Calendar Days from the deadline for the submission of proposals.
- 5: Listing of all municipal revaluations completed during the past five (5) years, including client contact, telephone number, size of municipality, scope of services rendered, and date to be completed.
- 6: Listing of all municipal revaluations, now underway or under contract, including client contact, telephone number, size of municipality, scope of services to be rendered, and date to be completed.
- 7: Listing of CT State Certified personnel to be assigned to Old Lyme's revaluation, including years of experience in current positions and other revaluation positions, municipalities served and their roles in those revaluations. Resumes of personnel assigned shall also be included.
- 8: A list of shoreline municipalities for which the Project Manager has managed revaluation projects
- 9: Description of the methodologies used for assessing values for residential, commercial, industrial and vacant land parcels.
- 10: Description of sales analyses performed to verify accuracy of valuations.
- 11: Description of the process for updating and integrating with Vision appraisal Technology CAMA system, including (1) underlying valuation model and methodology, (2) necessary computer hardware requirement, (3) operating system software, (4) software programming language, (5) date written, (6) availability of source code.
- 12: Description and outline summary of the recommended public relations program that would be used during revaluation.
- 13: Copy of the firm's current Connecticut Revaluation Certification.
- 14: Indication of how many years the firm has been engaged as a company, corporation, partnership or individual specializing in municipal revaluation services.
- 15: Copy of the firm's Financial Statement for the last two (2) fiscal years.
- 16: A bid bond or certified check in the amount of 10% of this bid must be submitted by the bidder with his bid as guarantee that, in case the contract is awarded to him, he will, within ten days after appropriation of funds and notice of award, execute such contract and furnish a satisfactory Performance Bond and Payment Bond, for approval by the Board of Selectman.
- 17: The Town of Old Lyme reserves the right to reject any and all bids. Bids which are irregular in form, incomplete, conditioned or qualified may be disregarded and rejected as improper except that the Town may waive any defects or irregularities. All bids are subject to appropriation by the Town of Old Lyme.

**CONTRACT SPECIFICATIONS FOR
REVALUATION SERVICES**

CONTRACT SPECIFICATIONS

1 DEFINITIONS

- 1.1 ASSESSOR:** The word "ASSESSOR" shall mean the duly appointed ASSESSOR of the Town of Old Lyme.
- 1.2 Project:** The word "project" shall mean the revaluation of all taxable real property and non-taxable real property in the Town of Old Lyme for tax assessment purposes.
- 1.3 Town:** The word "Town" shall hereinafter mean the Town of Old Lyme, Connecticut.
- 1.4 CONTRACTOR:** The word CONTRACTOR shall hereinafter mean the CONTRACTOR who will perform this project.

2 SCOPE OF REVALUATION

- 2.1 Basic Scope:** CONTRACTOR understands that the project requires the complete reappraisal and revaluation of all taxable and non-taxable real property within the Corporate Limits of the Town of Old Lyme, Connecticut. All work for the project shall be in accordance with these contract specifications.

All work will be carried out and all forms, materials and supplies utilized by CONTRACTOR in this project shall conform to, and be carried out in accordance with, the Connecticut General Statutes and the rules and regulations of the Secretary of the Office of Policy and Management pertaining hereto, and shall be subject to direct supervision and approval of the ASSESSOR of the Town of Old Lyme, Connecticut.

The values to be determined shall be the present true and actual value of each parcel of real property as that term is used in Title 12 of the Connecticut General Statutes and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.

CONTRACTOR's revaluation program will cover and include all property in the Town of Old Lyme in the following categories:

1. All taxable real estate, land, buildings and improvements.
2. All tax-exempt real estate, land, buildings and improvements.
3. All public utility land and buildings.

- 2.2 Effective Date:** The effective date of this revaluation project shall be on the Grand List of **October 1, 2019**, and the pricing and valuation by CONTRACTOR of all land, buildings and property under this contract shall reflect a fair market value as of **October 1, 2019**

2.3 PARCEL COUNT:

A. Contractor’s price for the revaluation is based upon the following anticipated parcel counts:

Residential	100	<u>4685</u>
Commercial	200	<u>144</u>
Condominiums		<u>150</u>
Industrial	300	<u>15</u>
Public Utility	400	<u>4</u>
Vacant Land	500	<u>422</u>
Forest Land	600	<u>350</u>
Apartments	800	<u>22</u>
Exempt Properties		<u>250</u>
		<u>Total Accounts 5387</u>

2.4 Current basis of assessment is **70%**.

2.5 The current Mill Rate is **21.91**

2.6 Taxable Grand List as of **October 1, 2017** was \$ **1,582,068,844**

2.7 The last revaluation was effective as of **October 1, 2014**.

2.8 The **2015** population estimate is **7565**

2.9 The area of the Town is **28.8** square miles.

2.10 The maps were last updated: **Every Year**

2.11 GIS Maps are available yes **x** no _____

2.12 The current CAMA system is **Vision 6.4**.

2.13 The current Tax Billing System is **Quality Data Systems**.

3 GENERAL CONDITIONS

3.1 PROJECT AWARD

The TOWN OF OLD LYME hereinafter termed the TOWN, reserves the right to reject any, or any part of, or all proposals; to waive informalities and technicalities and to accept that proposal which the TOWN deems to be in the best interest of the TOWN whether or not it is the lowest dollar cost proposal.

Consideration in the awarding of the contract will be given to price, the experience and competence of the contractor, the quality and experience of the contractor's personnel, the nature and size of the contractor's organization, the quality of similar projects it has performed and completed in the past, quality and quantity of computer output generated.

3.2 CONTRACTOR

3.2.1 Certification: Each company, corporation, partnership, or individual, hereinafter termed CONTRACTOR, must hold, from the time of submission of the proposal through the completion of all work hereinafter required, a valid Connecticut Revaluation Company Certification pursuant to Section 12-2c of the Connecticut General Statutes.

3.2.2 Proposal: Each proposal submitted shall include a copy of the CONTRACTOR'S Connecticut Revaluation Company Certificate and shall itemize the CONTRACTOR'S qualifications and experience. Also, the CONTRACTOR shall submit a complete client list of municipalities to which it has rendered services, and the nature of those services, during the last five (5) years. At least two (2) such projects shall have been performed for a municipality whose assessment list is comparable to, or larger than the TOWN OF OLD LYME. The proposal shall also include a statement showing the number of years actually engaged as a company, corporation, partnership or individual specializing in municipal revaluation services

3.3 PERSONNEL AND OFFICE HOURS

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

All personnel assigned to this project shall be subject to the approval of the ASSESSOR, prior to the commencement of the individual's duties in the TOWN and shall be caused to be removed from this project by the CONTRACTOR upon written notification of the ASSESSOR.

3.4.1 Minimal Qualifications

a. Project Manager or Supervisor

a. The administration of this project shall be assigned by the CONTRACTOR to a project manager or supervisor, who shall be Certified by the State of Connecticut as a Revaluation Supervisor pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall have not less than five (5) years of practical appraisal experience in the appraisal of commercial, industrial, apartment, residential, historical and waterfront type properties. The project manager or supervisor shall be subject to approval by the ASSESSOR.

- b. The project manager or supervisor shall spend a sufficient percentage of the supervisor's working time per month in Clinton in order to complete the project per schedule. Sufficient time and personnel shall be per the Project Plan submitted by the CONTRACTOR and approved by the Assessor. This provision shall be effective from the commencement of work in the Town until the successful completion of the project as outlined in the time schedule.
- b. Reviewers and Appraisers
 - a. Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall not have less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two years of this experience shall have been in the mass appraisal field and shall have occurred within the past five years. All reviewers and appraisers shall be subject to the approval of the ASSESSOR prior to the commencement of their duties on this project.
 - c. Data Collectors
 - a. Data Collectors shall have a high school diploma or equivalency and at least two (2) years experience in the appraisal or municipal revaluation field. Any field person who does not meet the above qualifications must work under the direct supervision of an appraiser or project supervisor. The ASSESSOR shall be notified of the individual's name, starting date, qualifications, and field assignments prior to the commencement of the individuals' duties on this project.

3.5 Identification: All CONTRACTOR field personnel shall carry suitable I.D. cards, which shall include an up-to-date photograph, supplied by CONTRACTOR and signed by the ASSESSOR. All automobiles used by CONTRACTOR's field personnel shall be registered with the Town's Police Department giving license number, make, model year and color of the vehicle.

3.6 Office Hours and Staffing: CONTRACTOR shall maintain an office at Town Hall, from the commencement of work on this project through the conclusion of the public hearings. This office shall be staffed with clerical staff as needed, as well as other qualified full-time persons so as to ensure the successful completion of this project in accordance with the completion dates set forth in the contract specifications and any addenda thereto.

3.7 Conflict of Interest: No Town employee or resident shall be employed by CONTRACTOR, except in a clerical capacity, without the approval of the ASSESSOR.

4 PROTECTION OF THE TOWN

4.1 Bonding: CONTRACTOR will secure the faithful performance of the terms of this agreement by furnishing to the Town a performance surety bond in the amount of this contract, which bond shall be issued by a reputable bonding company licensed to do such business in the State of Connecticut with a minimum AM Best Rating of "A/VII." Said bond shall be delivered to the Town prior to the commencement of actual work and shall be in a form satisfactory to and approved by the Town's attorney. This bond shall include the appeal requirements of these specifications.

It is understood and agreed that, upon completion of approved delivery to the Town of the revaluation, that the performance bond shall be reduced to 10 percent of the value of the contract to cover the defense of all appeals. This reduced amount of bond shall become effective after the revaluation has been completed and approved by the ASSESSOR and after the completion of the duties of the Board of Assessment Appeals, as defined herein. The reduced amount of the bond shall remain effective for one complete calendar year beyond completion of the revaluation and/or until a final resolution in the courts

of any timely appeals taken from the doings of the Board of Assessment Appeals on the Grand List of October 1, 2019, whichever may come first.

4.2 Insurance: CONTRACTOR will, at its own expense, provide and keep in force:

- a. Workers Compensation Insurance: (per Connecticut Law) and Employer's Liability Coverage, Coverage A at statutory limits and Coverage B at limits of \$100,000/ \$500,000/ \$100,000.
- b. Broad Form Commercial General Liability Coverage: Which names the Town as additional insured, written on a 'per occurrence' basis and with an aggregate cap no less than three (3) times required limit: \$2,000,000 Combined Single Limit (C.S.L.).
- c. Automobile Liability Coverage: including coverage for owned, hired or borrowed vehicles, \$2,000,000 Combined Single Limit (C.S.L.).
- d. Defense of Town: All insurance companies shall have the duty to defend the Town against liability or property damage claims arising from the conduct of CONTRACTOR and/or agents or employees.
- e. Insurance Certification: An Insurance certificate shall be required to be filed with the Town, certifying coverage and limits of automobile, bodily injury liability, property damage liability and Worker's Compensation.

"The Town's named as Additional Insured on the Insurance coverage named herein for the claims arising out of the COMPANY'S performance of the contract herein".

- f. Appraiser's Professional Liability insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim, subject to a \$2,000,000 aggregate.
- g. Patent/Copyright Liability: CONTRACTOR shall save the Town harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of the contract.

4.3 Penalties: Failure by CONTRACTOR to complete all work prior to the date specified herein, **1/10/2020**, shall be cause for a penalty payment by CONTRACTOR, on request of the ASSESSOR, in the amount of **Five Hundred Dollars (\$500.00)** per day beyond the specified date of completion, provided the Town delivers its responsibilities. For the purposes of this penalty only, completion of all work not later than **1/10/2020** is defined as follows:

- 4.3.1** Completed property record cards with all sketches, measurements, listings, pricing, review and final valuations.
- 4.3.2** Completed CAMA software installation.
- 4.3.3** Completed digital imaging.
- 4.3.4** Assessment notices, addressed and in envelopes prepared for mailing.

This penalty, if applied, shall be deducted from the contract price. Delays occasioned by war, strike, explosion, acts of God or an order of court or other public authority are excepted.

4.4 Bankruptcy, Receivership, Insolvency: If CONTRACTOR, with the result that it does not pay its debts as they become due, or if a receiver shall be appointed for its business or its assets and not voided within 60 days, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then and forthwith thereafter, the Town shall have the right, at its option and without prejudice to its rights hereunder, to terminate the contract.

4.5 Termination: If either party fails to fulfill in a timely and satisfactory manner their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for 30 days after written notice of said failure or violation is received by the offending party, unless the correction of such failure inherently requires a longer period of time and provided further that the applicable party is proceeding diligently to correct the failure, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

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

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

4.6 Hold Harmless Agreement: CONTRACTOR shall, at all times, defend, indemnify, protect and save harmless, the Town and its officers, agents and employees from any and all claims or demands for damage for bodily injury, including death or property damages sustained by any party, including officers, agents and employees of CONTRACTOR. Said hold harmless clause shall include, but not limited to investigation, defense and settlement or payment or judgment of any liabilities.

4.7 Severability: In the event any part of any clause or provision of this contract or contract specifications is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision and such remainder shall be binding upon the parties to this contract.

4.8 Waiver: No action or failure to act by the Town shall constitute a waiver of any right or duty afforded it under the contract or contract specifications nor shall it prohibit the Town from future exercise Plot Plans of any such right.

4.9 Misrepresentation or Default: The Town may void this agreement if CONTRACTOR has misrepresented any offering or defaults on any contract with Connecticut municipality. CONTRACTOR shall, also, immediately notify the Town of any claim or case formally brought against CONTRACTOR.

5 COMPLETION DATE AND TIME SCHEDULE

5.1 Signing of Contract: Within 30 days after receipt of notice of acceptance by the Town of its bid, as possibly revised by negotiations, CONTRACTOR shall execute with the Town a contract in the form agreeable to the Town and incorporating these contract specifications.

5.2 Changes and Subletting of Contract:

5.2.1 Changes: CONTRACTOR understands that changes in these contract specifications or in the contract will be permitted only upon written mutual agreement of CONTRACTOR and the Town.

5.2.2 Subletting: CONTRACTOR shall not assign, sublet and/or transfer the contract or any interest or part therein without first receiving written approval from the Town. It shall be mutually agreed and understood that said consent by the Town shall in no way release CONTRACTOR from any responsibility as covered in these contract specifications and contract.

5.3 Time Schedule: The revaluation work will be started; provided the Town delivers maps, present records with owners addresses, property transfers and building permits at the convenience of CONTRACTOR, but no later than February 1, 2019 and will continue in a diligent manner so as to ensure completion within the schedule of completion dates set forth below:

5.3.1 Completion Dates: CONTRACTOR will complete the following phases of the revaluation in accordance with the following schedule:

- a. Preliminary land study and set values by **6/15/19**.
- b. Preliminary building cost manual by **6/15/19**.
- c. Complete study of market rents, expenses, and capitalization factors by **8/1/19**.
- d. Deliver completed CAMA database, integration of CAMA software, video images and professional camera for maintenance of future images. Deliver Real Estate Property cards with sketches, measurements, listings, pricing, and suggested values to the ASSESSOR by **10/1/19**.
- e. ASSESSOR completes review and final adjustments made for real property no later than **11/15/19**.
- f. Assessment notices mailed to comply with requirements of Connecticut State Statutes by **11/20/19**. (CONTRACTOR to pay postage)
- g. Informal hearings will begin no later than **12/2/19** and end by **12/16/19 or 12/20/19**.
- h. Notices of results finalized after the informal hearings are to be mailed out, computer file is updated and final property record cards printed no later than **1/10/2020**.

5.4 Assessment Date: The completed appraisals, upon approval of the ASSESSOR, will serve as a basis for assessments, effective on the Grand List of October 1, **2019**.

5.5 Delays: CONTRACTOR shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, order of court or other public authority.

6 PAYMENT SCHEDULE

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

If the ASSESSOR determines that CONTRACTOR's progress report is inaccurate, the ASSESSOR shall give written notice as stated above, specifying exactly what is unsatisfactory by item, and

CONTRACTOR shall make every reasonable attempt to correct the inaccuracy. The ASSESSOR shall retain the right to delay payment, only for the specified item, until said item is resolved to the satisfaction of both the ASSESSOR and CONTRACTOR. Upon satisfactory resolution, the ASSESSOR shall pay CONTRACTOR said amount due, less 10 percent.

Upon completion of the duties of the Board of Assessment Appeals, with respect to the **October 1, 2019** Grand List, and upon determination by the Town and certification by the ASSESSOR that CONTRACTOR has performed fully and satisfactorily all its obligations and requirements under the contract and/or contract specifications, the retained 10 percent of the contract price will be paid to CONTRACTOR.

6.2 Fiscal Year Limitations: The contract cost shall be paid in the **2019 and 2020** Town fiscal years according to the provisions of this section and subject to the appropriation of necessary funds by the City's fiscal authority. CONTRACTOR shall incur no cost in any fiscal year in excess of that year's annual appropriation plus the balance of prior years' unexpended appropriations.

6.3 Suggested Schedule and Percentage of Completed Work:

% OF TOTAL STAGES OF COMPLETION PROJECT COST

6.3.1	Planning & organization	
6.3.2	Data collection of sales and building permits	
6.3.3	Residential analysis and valuation	
6.3.4	Commercial analysis and valuation	
6.3.5	Data Mailers	
6.3.6	Field review	
6.3.7	CAMA Software or CAMA Upgrade	
6.3.8	Digital Imaging Services	
6.3.9	Informal Hearings Notices & Interviews	
6.3.10	Project finalization	
6.3.11	TOTAL	100

7 RESPONSIBILITIES OF CONTRACTOR

7.1 Public Relations: CONTRACTOR recognizes that good public relations are required in order that the residents and taxpayers of the Town may be informed as to the purpose, benefits and procedures of the revaluation program. CONTRACTOR shall provide reasonable assistance to the ASSESSOR in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs and property owner groups as a means of establishing an understanding of, and support for, the revaluation program and sound assessment administration. CONTRACTOR shall supply visual aids and other media at its disposal to this end. All public releases will be approved by the ASSESSOR prior to its release.

7.2 Conduct of CONTRACTOR Employees: As a condition of this contract, CONTRACTOR's employees will, at all times, treat the residents, employees and taxpayers of the Town with respect and courtesy; CONTRACTOR shall take appropriate and meaningful disciplinary measures against those who persistently violate such terms of this provision.

7.3 Records

7.3.1 General Provision: CONTRACTOR will provide all record cards, street cards, owner cards, supplies, equipment, forms, literature and papers to be used in this project at no additional cost to the Town.

CONTRACTOR may, at its option and at no cost to the Town, utilize computers for its information processing, provided that the computer and appropriate machine-readable databases (such as magnetic tape and/or other automated storage media) are located in the Town, or elsewhere if the ASSESSOR gives his prior written consent with whatever conditions and reservations he may deem appropriate to the interest of the Town.

7.3.2 Additional Supplies: All forms shall be subject to approval by the ASSESSOR as to format, design, content, shape, size, color, quality and quantity, and shall be further subject to the approval of the Secretary of the Office of Policy and Management as required by Connecticut General Statutes. At the completion of the project, CONTRACTOR will provide the Town with an additional supply of all such forms, the total number of each form to be supplied shall not exceed 10 percent of the Town's total parcel count.

7.3.3 Records are Town's Property: The original or a copy of all records and computations, including machine-readable database, made by CONTRACTOR in connection with any appraisal of property in the Town shall, at all times, be the property of the Town and, upon completion of the project or termination of this contract by the Town, shall be left in good order in custody of the ASSESSOR. Such records and computations shall include, but not be limited to:

7.3.3.a Assessor's maps

7.3.3.b Land value maps

7.3.3.c Materials and wages, cost investigations and schedules

7.3.3.d Listing cards, owner cards, street cards with property valuations and separate sketch cards, (if any)

7.3.3.e Sales data

7.3.3.f Capitalization rate data

7.3.3.g Depreciation tables

7.3.3.h Computations of land and building values

7.3.3.i All letter or memoranda to individuals or groups explaining methods used in appraisals

7.3.3.j Operating statements of income properties

7.3.3.k Duplicated notice of valuation changes

7.3.3.l Database of all property records, CAMA system, and integration with administrative system.

7.3.3.m In addition, throughout the conduct of said revaluation, any criteria, guidelines, price schedules or statement of procedures used in such revaluation by the Contractor shall be available by contractor for public inspection in the Assessor's office and shall be available thereafter, all in accordance with Section 12-62 (c) of the Connecticut General Statutes.

7.3.4 ASSESSOR's Records CONTRACTOR will use a system approved by the ASSESSOR for the accurate account of all records and maps which may be taken from the files of the ASSESSOR in connection with appraisal work. All such records and maps shall be returned immediately. None of the ASSESSOR's records shall be taken outside of the corporate limits of the Town without prior written permission of the ASSESSOR. The ASSESSOR will permit CONTRACTOR to copy all residential building sketches from existing field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds and swimming pools. CONTRACTOR will be permitted to copy and sketch all commercial and industrial properties which are presently outlined on existing ASSESSOR's field cards.

- 7.3.5** Property Record Cards: CONTRACTOR will complete property record cards, commonly referred to as "street cards", filed by map and lot.
- 7.3.6** Valuation Information (PROPERTY RECORD CARDS): These cards shall contain all manner of information affecting value, including, but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with unit of value applicable to each, public utilities available, public improvements, zoning regulations in effect as of the assessment date.
- 7.3.7** Sketches: CONTRACTOR will sketch all physical improvements, giving a listing of all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical and functional depreciation, depreciated values, fair market value, as well as 70% percent assessment value will be shown. Sketches of buildings, including dwellings, shall be drawn to scale with dimensions given on the street card.
- 7.4** **Assessment Notices**: At the close of the revaluation, a notice shall be sent, at CONTRACTOR's expense including envelope by First Class Mail, to each owner of record, setting forth the valuation that has been placed upon the property identified in the notice, provided old assessments are provided on magnetic media and in conformity with the Connecticut General Statutes. Further, enclosed with such notice shall be a letter specifying the dates, times and place of the informal public hearings. Such notices and letters shall be subject to the prior written approval of the ASSESSOR. A duplicated copy, arranged alphabetically by the owner's name, shall be left with the ASSESSOR.
- 7.5** **Informal Public Hearings**: At a time mutually agreeable to the ASSESSOR and CONTRACTOR and following completion of all review work by the Assessor and CONTRACTOR, CONTRACTOR shall hold public hearings so that owners of property or their legal representative may appear at specified times to discuss, with qualified members of CONTRACTOR'S staff, the valuations of their property. CONTRACTOR'S personnel shall explain the manner and methods of arriving at value. Informal public hearings, at the Assessors discretion, may be held on weeknights and Saturdays.

CONTRACTOR, in conjunction with recommendations of the Assessor, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration, and an adjustment shall be made where warranted. The public hearings shall be completed by January 12, 2020.

CONTRACTOR shall keep a record, on a form approved by the Assessor, of all owners that requested a hearing and the result of that hearing. A copy of those records shall be given to the Assessor.

CONTRACTOR shall be responsible for sending notice, by First Class mail at CONTRACTOR'S expense, to each taxpayer or his or her legal representative who appears at these hearings seeking review of valuation. Such notice shall include the original valuation determined by CONTRACTOR and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be subject to approval by the Assessor and shall contain information describing the property owner's rights to appeal the valuation, including the manner in which an appeal may be filed with the Board of Assessment Appeals.

- 7.6** **Board of Assessment Appeal**: CONTRACTOR will have a qualified member or members of its staff with firsthand knowledge of the project and CONTRACTOR's duties under the contract, available upon request, for attendance at any deliberations of the Board Assessment Appeals held after the completion of the revaluation, Sunday's excluded, to assist in the settlement of complaints and to explain the valuations made; but such availability and attendance shall not be required after the date for the

completion of the duties of the Board Assessment Appeals with respect to the October 1, 2019 Grand List, or for one complete calendar year beyond completion of the revaluation, whichever comes first.

7.7 Litigation: In the event of appeal to the courts, CONTRACTOR shall furnish a competent witness or witnesses, approved by the ASSESSOR, to defend the valuation of the properties appraised. It is understood that CONTRACTOR shall furnish said witness or witnesses on any court action instituted on the October 1, 2016 Grand List assessments, CONTRACTOR shall be compensated at a per Diem rate of \$_____. CONTRACTOR shall provide supporting data, including written appraisal if deemed necessary by the ASSESSOR, for any said court appeals. CONTRACTOR will also comply with any request by the Town to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation described in the first sentence in this paragraph.

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

7.8 Information: CONTRACTOR will give the ASSESSOR any and all information requested pertaining to the revaluation work for a period of one year after completion of the duties of the Board of Assessment Appeal on the October 1, 2019 Grand List without further cost the Town.

7.9 Building Cost Schedules:

7.9.1 General: CONTRACTOR will prepare building cost schedules for usage in the program hereinafter specified. These schedules will reflect the unit-in-place method, based upon square foot or cubic foot area of building, as applicable. These schedules shall be used in computing the replacement cost in the Town for all residential, commercial, industrial and farm construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees, and all other direct and indirect costs of construction. Before final acceptance, they shall be proven by testing against known sales. All finalized schedules shall be approved by the ASSESSOR before their adoption and usage by CONTRACTOR.

7.9.1.a Residential: Residential cost schedules will include schedules for various classifications, types, models and story heights normally associated with the residential buildings. The schedule will be flexible, with special sections reflecting the various additions and deductions for construction components from the base specifications such as insulation, wall and floor types, interior finish, etc., along with prices for different types of heating systems, bathrooms, fireplaces, porches, breezeways, attached and unattached as well as basement garages, and schedules for other building improvements usually found on residential property (swimming pools, barns, sheds, garages, tennis courts, greenhouses, solar designed, etc.)

7.9.1.b Commercial: Commercial building cost schedules shall be prepared in unit costs of materials in place and charted on a per square foot basis and shall be prepared for various story heights and contain all additions and deductions for construction components from base specifications.

7.9.1.c Industrial and Special Structures: Cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis , and shall be prepared to contain all the additions and deductions for construction components from base specifications.

7.9.1.d Farm: Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including, but not limited to: barns, sheds, silos, milk houses, coops, etc.

7.10 Depreciation Schedules: The depreciation schedules or methods CONTRACTOR will use in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of building according to classification. These schedules or methods shall cover residential, commercial, industrial and farm buildings, and shall be approved by the ASSESSOR prior to their use by CONTRACTOR.

7.11 Schedules for Town: CONTRACTOR will supply and leave for the Town not less than three copies of all the above required building cost schedules and depreciation schedules for the Town's usage, one copy of which shall be turned over to the ASSESSOR upon approval of the schedules, as outlined herein. The schedules shall be in the form of a bound manual.

8 APPRAISAL SPECIFICATIONS

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

8.1.1 Land and Value Study: Land shall be valued on the basis of an analysis of all sales data occurring during the two year period prior to **10/1/2019**. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the ASSESSOR.

CONTRACTOR shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources of information relative to sales of property within the Town. All factors affecting the final value of land shall be considered, such as: location, zoning, inland wetlands, topography, soil condition, size, shape, view, utilities, vacancy, etc.

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

8.1.2 Land Value Inspection: CONTRACTOR will make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shapes or anything else which may detract from the usefulness of the land. Non-conforming uses and zoning variances shall be considered in establishing values.

8.1.3 Land Value Units: CONTRACTOR will prepare land unit values, subject to the approval of the ASSESSOR, by front foot, square foot, acreage or fractional acreage, or site value, whichever, in the judgment of the ASSESSOR, most accurately reflects the market for the appraised land.

8.1.4 Land Value Map: CONTRACTOR will delineate the approved land value units on all streets and acreage in the Town on a suitable map to be provided by the Town. The land value map shall be returned to the Town prior to the completion of the revaluation contract.

8.1.5 Neighborhood Delineation: After consideration of the environmental, economic and social characteristics of the Town, CONTRACTOR will, with the cooperation and approval of the ASSESSOR, delineate "neighborhood" units within the Town. Each neighborhood unit will, in CONTRACTOR's opinion, exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code which will be used for valuation. These neighborhood numbers shall be recorded and maintained on street cards and the computer database.

8.2 Appraisal of Residential Buildings and Structures:

- 8.2.1** Contractor to perform onsite inspections on one year of sale properties that will be utilized in the analysis.
- 8.2.2** Physical Details: CONTRACTOR will make a careful and complete listing of physical construction details of all sales structures and all structural improvements appurtenant to residential property in the Town on proper forms, as previously covered in these specifications.
- 8.2.2.a** Verification: CONTRACTOR's listers will have each interior inspection verified, including the date of the inspection, by having an adult owner or resident of each building or dwelling unit sign the field card.
- 8.2.2.b** Entrance Refused: When entrance to a building for an inspection is refused, CONTRACTOR's listers will make note of the fact and within two working days, notify the ASSESSOR in writing, giving the facts as to the time of the visit, and, if possible, the name of the party refusing entrance and other pertinent information. The ASSESSOR shall review the situation and if he/she shall be unable to gain the cooperation of the party involved, he/she shall so notify CONTRACTOR and they shall proceed to estimate the value of the building on the basis of facts ascertainable without entry and make adequate notations of the lack of cooperation and manner arriving at value conspicuously on the record card.
- If there is a request for a change at a hearing and we were not allowed into the home, there will be no change until we are allowed to inspect the property.**
- 8.2.2.c** Lister Identified: The street card shall indicate the initials of the lister and the date(s) of the listing.
- 8.2.2.d** Call-Backs: Where necessary, CONTRACTOR will make one call-backs, one of which must be on a weekday after 5:00 PM and/or on a Saturday. The time and date at which the call-back was made shall be duly noted on the field record card by the lister making the call-back.
- 8.2.2.e** Notification: If after one call-backs contact was not established with the property owner, a notification letter, approved the ASSESSOR, shall be sent via First Class Mail to the property in question by CONTRACTOR, notifying the property owner that the representatives of CONTRACTOR were not able to make contact and request that, within a prescribed time limit, the property owner contact CONTRACTOR by telephone or by mail for alternative arrangements for the inspection of the property.
- 8.3** **Review**: All properties shall be reviewed in the field by CONTRACTOR's personnel qualified as reviewers, as previously prescribed in these contract specifications. The properties shall be reviewed for classification, correct listing of information, final value and to assure that they are correlated to comparable properties. The ASSESSOR shall be notified of the dates of reviewing and be entitled to accompany the reviewers during this phase of the revaluation.
- 8.3.1** General: All commercial, industrial, public utility and special purpose buildings shall be inspected, classified, priced and reviewed in the same manner as residential properties as set forth above, except that the dimensions of all buildings shall be to the nearest foot and the height of the building shall also be recorded on the street card.
- 8.3.2** Description: All buildings shall be identified and described as to component parts of construction, size, area, age, usage and present occupants(s) on the proper forms, as previously prescribed in these contract specifications.
- 8.3.3** Income Approach: Income and expense data gathered by the Town shall be utilized by CONTRACTOR for income producing properties. Any income and expense data, including OPM Form Number M-58 with accompanying summary reports and rent schedules, when used by CONTRACTOR shall become the property of the Town.

All information filed and furnished shall not be of public record and is not subject to the provisions of Section 1-210 (Freedom of Information) of the Connecticut General Statutes. From these returns and other data sources, CONTRACTOR will establish market or economic rent and expenses for income producing properties.

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

8.3.4 Yard Improvements: All yard improvements shall be listed and valued separately.

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

8.4 Review: A final review and inspection shall be made in the same manner and for the same purposes as prescribed for residential properties. The reviewer shall be competently trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building for which he/she is responsible.

8.5 Control and Quality Check:

8.5.1 Field Checks by ASSESSOR: The ASSESSOR shall spot check, in the field, properties picked at random by him/her, with or without CONTRACTOR's supervisor.

8.6 Building Permits: The ASSESSOR shall screen and make available to CONTRACTOR all building permits or copies thereof issued during the course of the revaluation to determine that all new construction, additions and remodeling have been included in CONTRACTOR's appraisals.

8.7 Incomplete Construction: CONTRACTOR will plainly tab, with filing tabs approved by the ASSESSOR, all property cards which have incomplete improvements on the October 1, 2019 Grand List. The street card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date.

8.9 Data Mailers : CONTRACTOR, as a quality check for the data, shall at their own expense, prepare and send out a data mailer to every owner of each improved property within the TOWN by April 1, 2019. These data mailers will include a cover letter explaining that the purpose and content of the mailer is to ensure the accuracy of the data concerning their property. The information collected will be used to determine their new valuation. The CONTRACTOR will be responsible that the properties reporting discrepancies are reviewed for accuracy by virtue of the best available information including, if necessary, a new inspection of the property.

For any property owner that fails to respond to this mailing, CONTRACTOR shall work with the ASSESSOR to ensure that these properties particularly, are reviewed for accuracy by virtue of the best available information including, inspection and a field review of the property.

The format and content of the data mailer, as well as the cover letters, shall be subject to approval by the ASSESSOR. The data mailers shall include, but not be limited to the following information:

Property type classification;	Number of Bedrooms;
Parcel size;	Number of Bathrooms;
Zoning;	Number of Bathroom fixtures;
Utilities;	Type of heating fuel;
Building Style;	Type of heating system;
Exterior wall material;	Central air conditioning;
Roof style & composition;	Finished basement;
Interior wall material;	Garage type;
Interior floor covering;	Number of fireplaces;
Total number of rooms;	Year built;

The CONTRACTOR shall be responsible for making any correction to the existing CAMA database as a result of the returned data mailers and the CONTRACTOR shall field inspect such properties as the ASSESSOR shall require prior to making the corrections shown on the returned data mailers.

- 8.10 Field Review:** All properties shall be reviewed in the field by CONTRACTOR's personnel qualified as reviewers, as previously prescribed in these contract specifications. The properties shall be reviewed for classification, correct listing of information, final value and to assure that they are correlated to comparable properties. The ASSESSOR shall be notified of the dates of reviewing and be entitled to accompany the reviewers during this phase of the revaluation.

9 RESPONSIBILITIES OF THE TOWN

- 9.1 Nature of Service:** It is clearly understood and agreed that the services rendered by CONTRACTOR are in the nature of assistance to the ASSESSOR and all decisions as to proper valuations, taxable or tax exempt, shall rest with the ASSESSOR.
- 9.2 Cooperation:** The ASSESSOR, Town and Town employees will cooperate with and render all reasonable assistance to CONTRACTOR and its employees.
- 9.3 Items Furnished by the Town:** The Town shall furnish or make available the following:
- 9.3.1 Maps:** The Town shall furnish one set of updated Town tax maps showing street, property lines and parcel identification numbers.
- 9.3.2 Land Dimensions:** The Town shall make available to CONTRACTOR lot sizes and total acreage of all pieces of property where the maps or present records fail to disclose measurements or acreage.
- 9.3.3 Zoning:** Town shall make available current Town building zone regulations and zoning map.
- 9.3.4 Property Record Cards:** The Town will make available the present street cards only for the copying by CONTRACTOR of the following data: owner of record, location of property, address of owner, deed references, map and lot reference, age and date of construction of all buildings, lot size or amount of acreage of properties.

- 9.3.5** Property Transfers: CONTRACTOR will make available to the Town the street cards on a regular basis for an updating of this information listed in Sub-Section D of this section for all property splits and transfers occurring after the initial typing of the new street cards by CONTRACTOR.
- 9.3.6** Building Permits: The Town shall make available all building permits or copies thereof during the course of the revaluation project up to October 1, 2019. All building permits shall be returned to the Town.
- 9.3.7** Identification: The Town shall furnish letters or cards of introduction and authority to inspect real estate in the Town.
- 9.3.8** Signing of Communications: The Town shall sign, by the ASSESSOR or Chief Executive Officer, communications to be mailed at CONTRACTOR's expense for the purpose of contacting a property owner for inspection of the property and for the purpose of obtaining the property owner's income and expense information if such is needed for the income approach to value of commercial or industrial properties.
- 9.3.9** Mailing Address: The Town shall make available, through the ASSESSOR's and/or Tax Collector's Office, the current mailing address of all property owners.
- 9.3.10** Office Space: The Town shall furnish to CONTRACTOR sufficient office space to carry out the terms of this contract. If the Town is unable to provide space, the Town will reimburse CONTRACTOR for leased space, subject to the Town's approval for appropriateness and cost.

The Town shall provide installation of two telephone lines and CONTRACTOR shall be responsible for all monthly charges on such lines for the duration of the project.

- 9.3.11** Media: The Town shall have the information above available for the purposes of creating a legal file on CONTRACTOR's computers during initiation.
- 9.3.12** Obligation to Keep Current: The Town shall continuously and currently update the information specified above.
- 9.3.13** Sales Information: The Town shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

9.4 Responsibilities of the Town and CONTRACTOR: The Town will consider the software a trade secret of CONTRACTOR and will take all steps necessary to protect the confidentiality of the software by signing a Software License Agreement. CONTRACTOR agrees to warrant said software under the software license for three months following installation. CONTRACTOR also agrees to make available software modifications at a reasonable cost after this time period.

9.5 Training:

- 9.5.1** Amount of Training: CONTRACTOR shall provide a minimum of 24 hours of direct training to the Town assessment personnel, both during and after the completion of the contract, in the use of all aspects of the system.
- 9.5.2** Personnel: The ASSESSOR shall determine the individuals and the amount of training each individual shall receive. If more than one person is receiving training at the same time, the training time shall be calculated as if one person is receiving training.

- 9.5.3** Location: All training shall take place on the Town's computer hardware within the Town, unless both the Town and CONTRACTOR agree to an alternate training site or computer hardware.
- 9.5.4** Documentation: CONTRACTOR will provide a detailed user manual for the CAMA software and Grand List production interface.

10 TRANSMITTAL OF RECORDS TO THE ASSESSOR

Regular periodical delivery of appraisals, as completed and in accordance to a schedule agreeable to the ASSESSOR, shall be turned over the ASSESSOR for review. All appraisals of buildings, either completed or under construction and all completed and corrected records shall be turned over to the ASSESSOR as of **December 2, 2019**. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of **October 1, 2019**.

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

It is understood and agreed that the Revaluation of properties covered by this contact shall meet or exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statutes sec. 12-62I-1 to 12-62I-7), shall be acceptable to the ASSESSOR and shall conform to the procedures and technical requirements of the ASSESSOR and, at least weekly, Contractor shall meet with said ASSESSOR to discuss the progress and various other details of the project.