

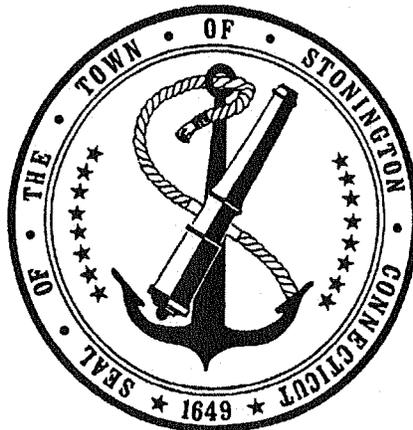
TOWN OF STONINGTON, CONNECTICUT

REQUEST FOR PROPOSALS

**REAPPRAISAL AND REVALUATION OF ALL TAXABLE AND
TAX EXEMPT REAL PROPERTY**

RFP:2016-006

FOR THE OCTOBER 1, 2017 GRAND LIST



DATE ISSUED: APRIL 15, 2016

TIME AND DATE DUE: 2:00 PM, JUNE 13, 2016

**MARSHA L. STANDISH, CCMA II, DIRECTOR OF ASSESSMENT
ROBERT "ROB" SIMMONS, FIRST SELECTMAN
JAMES SULLIVAN, FINANCE DIRECTOR
152 ELM STREET
STONINGTON, CONNECTICUT 06378**

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REQUEST FOR PROPOSALS

PROJECT: THE COMPLETE REAPPRAISAL AND REVALUATION OF ALL TAXABLE AND TAX EXEMPT REAL PROPERTY WITH FULL INSPECTION OF SALES LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF STONINGTON, CONNECTICUT, EFFECTIVE OCTOBER 1, 2017, AND SHALL BE IN COMPLIANCE WITH §12-62.

Sealed proposals to perform the subject project in accordance with the specifications enclosed herewith, and made a part of this invitation, will be received in the Office of the Director of Finance:

James Sullivan, Director of Finance
152 Elm Street
Stonington, Connecticut 06378

until JUNE 13, 2016, at 2:00 PM.

Any proposal received after said date and time, whether hand-delivered, submitted via US Postal Service, or submitted via any other delivery method, shall not be accepted and declared invalid.

All proposals must include the enclosed "PROPOSAL FORM FOR THE 2017 REVALUATION" on pages 8 and 9 of this document, and be delivered in a sealed envelope. The sealed envelope shall be plainly marked "PROPOSAL FOR 2017 REAPPRAISAL AND REVALUATION with full inspection of sales—RFP: 2016-006." All interested parties shall deliver three (3) copies of their proposal to the address above.

Each proposal shall be submitted with a CERTIFIED CHECK or BID BOND in an amount equal to TEN (10) percent of the total amount of the most expensive proposal option submitted. Said check shall be made payable to the TOWN OF STONINGTON, and shall be conditioned for the acceptance of any award which will be made under the terms of the proposal.

The project award and signing-of-contract conditions are set forth in:

Contract Specifications
Section I. General Conditions
Section II. Responsibilities of the Contractor
Section III. Appraisal Specifications
Section V. Transmittal of Deliverables to the Director of Assessment

The completion date through the informal public hearings is December 22, 2017. The late-completion penalty date is November 17, 2017, as defined in Section I – General Conditions, Subsection D—Insurance and Protection of the Town, Part 8a—Liquidated Damages and Penalties. The time schedule of the project is also set forth in Section I—General Conditions, Subsection E—Completion Date and Time Schedule, Parts 1-4.

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 mstandish@stonington-ct.gov . Questions/requests for clarification must be received by the TOWN'S DIRECTOR OF ASSESSMENT no later than **May 23, 2016**. The questions with written responses will also be posted to the CT DAS and Town websites as addenda to RFP: #2016-006 by **May 27, 2016**. Any and all addenda will become part of the RFP. It is the responsibility of each potential respondent to check the websites for any addendums.

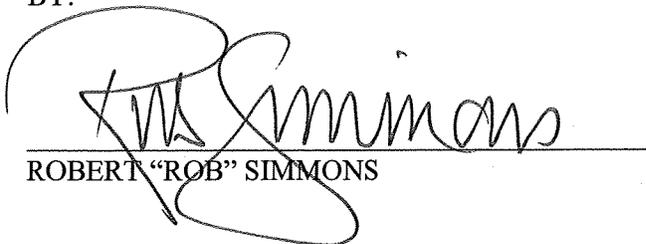
The TOWN, at its discretion, may reject any non-conforming proposal or proposal that materially misrepresents any offering.

The TOWN reserves the right to amend or cancel this RFP at any time if it is in the best interest of the TOWN. The TOWN of STONINGTON 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.

DATE: **APRIL 15, 2016.**

FIRST SELECTMAN,
TOWN OF STONINGTON

BY:



ROBERT "ROB" SIMMONS

PROPOSAL FORMAT AND CONTENTS

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

1. Project Proposal Form for 2017 Revaluation – pages 8 and 9.
2. A summary of the Proposal's advantages and strengths.
3. Name and telephone number of person(s) to be contacted for further information and clarification.
4. 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 completed.
5. 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.
6. Listing of CT State Certified personnel to be assigned to STONINGTON'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.
7. Description of the methodologies used for assessing values for residential, commercial, industrial, and vacant land parcels.
8. Description of sales analyses performed to verify accuracy of valuations.
9. Willingness to use and experience with TOWN's current CAMA system, Vision Appraisal Technologies latest version.
10. Listing of municipalities now using the proposed computer assisted mass appraisal (CAMA) software.
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 requirements, (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 the 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, upon request.
16. Bid bond or Certified Check for ten (10) percent of the highest proposal requirement.

PROPOSAL REQUIREMENTS

The Town of STONINGTON requests revaluation firms to submit fee proposals for several project options.

Requirements of Proposal

Under this proposal, the CONTRACTOR would provide the services described in the Contract and its accompanying Reappraisal and Revaluation Contract Specifications, including providing the TOWN with the CONTRACTOR'S on-line database access. The price quoted for the highest proposal requirement shall include a separation of services for building permits, and on-line database access of the TOWN.

The CONTRACTOR shall also provide all the software and/or software modifications necessary to fully integrate the revaluation with the TOWN'S existing Vision Appraisal Technology CAMA and operating system including full interaction with the assessment administration software package furnished and maintained by Quality Data Services, Inc. and has the capability to link with Stonington's Geographic Information System (GIS). Modifications must meet the requirements as provided for in §12-62(a)(1) to §12-62(7)(h) of the regulations of the State of Connecticut as administered by the Office of Policy and Management. See Section VI for computer requirements.

NOTIFICATIONS

A. Miscellaneous

1. Any and all modifications to the RFP must be written and not oral.
2. The Town of Stonington reserves the right to reject any and all bids in whole or in part or to waive any informality in bidding if it is determined by the Town to be in the best interest of the Town of Stonington.
3. Bids may be held by the Town of Stonington for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidder prior to awarding the contract.
4. The proposer is required to prepare its proposal in accordance with the RFP, including any modifying addenda. Proposers must disclose in writing any exceptions to the RFP.
5. Proposers must inform the Town of information concerning any:
 - a. Listing on the State's Disbarment List or List of Parties Excluded from Federal Procurement.
 - b. Ineligibility, per Connecticut General Statute Section 31-57b to be awarded the contract because of occupational safety and health violations.
 - c. Arbitrations and litigation.
 - d. Criminal proceedings.
 - e. State or local ethics law, regulation, ordinance and /or policy violations.
6. The Town reserves its right to request additional information from proposers, subsequent to the opening of bids.
7. The proposer is solely responsible for the costs of its proposal.

8. Submitted proposals are the Town's property and will not be returned.
9. The proposer is presumed to have full knowledge of the RFQ/RFP and any addenda, the project scope or work to be done, and all applicable laws.
10. Any and all information received from proposers is subject to the Freedom of Information Act (FOI) and may be disclosed to the general public. If any information is deemed to be proprietary and confidential by the proposer, it should be indicated at the time of proposal submission. The proposer should be prepared to defend not disclosing any such information pursuant to a FOI request.
11. The making of a preliminary award to a proposer does not constitute a contract and does not provide the proposer with any rights and does not impose upon the Town any obligations. A proposer has rights, and the Town has obligations, only if and when a contract is executed by the Town and the proposer.
12. By offering a submission to this RFP the respondent certifies that it has not divulged to, discussed or compared its proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever.

B. Right to Annul or Terminate

The Town reserves the right to amend or terminate the RFP at its sole discretion, before or after receiving proposals.

C. Non-Discrimination Clause

During the performance of any work that results from this RFQ/RFP, the proposer and its subcontractors shall not deny the agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, sexual orientation, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sexual orientation, physical or mental disability, medical condition, marital status, age or sex. The proposer shall insure that evaluation and treatment of employees and applicants for employment are free of such discrimination. This project must abide by all relevant HUD policies regarding non-discrimination.

The successful proposer shall indemnify the Town, its officers and employees against liability for injury or damage cause by any negligent act or omission of any of its employees or volunteers or agents in the performance of this agreement and shall hold the Town harmless for any loss occasioned as a result of the performance of this contract by the proposer.

The Town of Stonington is an Equal Opportunity Employer

PROPOSAL FORM FOR 2017 REVALUATION

PROJECT

THE COMPLETE REAPPRAISAL AND REVALUATION OF ALL REAL PROPERTY WITH FULL INSPECITON OF SALES (TAXABLE AND EXEMPT), ALONG WITH ELECTRONIC IMAGE OF NEW CONSTRUCTION OF IMPROVED PARCELS LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF STONINGTON, CONNECTICUT, EFFECTIVE OCTOBER 1, 2017. AND SHALL BE IN COMPLIANCE WITH §12-62.

The undersigned Proposer affirms and declares:

1. That this PROPOSAL is executed by said Proposer with full knowledge and acceptance of the CONTRACT (including the Reappraisal and Revaluation Specifications) enclosed with the REQUEST FOR PROPOSALS on the subject project.
2. That should this PROPOSAL be accepted in writing by the Chief Executive Officer, TOWN of STONINGTON, Connecticut, said Proposer will furnish the services for which this PROPOSAL is submitted at the price bid and in compliance with the provisions of said CONTRACT.
3. That this Proposal is accompanied by surety in the form and amount indicated below:

_____ Bid Proposal Bond	Amount \$ _____
_____ Certified Check	Amount \$ _____

4. That the Proposer or his or her representative has visited the TOWN of STONINGTON; is familiar with its geography, general character of housing and its commercial and industrial areas; has examined the quality and condition of the DEPARTMENT OF ASSESSMENT records; and has met with the DIRECTOR OF ASSESSMENT to make himself or herself knowledgeable of those matters and conditions in the TOWN OF STONINGTON which would influence this bid proposal.
5. That all items, documents and information required to accompany this proposal of the aforesaid CONTRACT are enclosed herewith.
6. Proposed scheduled prices for aforementioned proposals are valid for 90 days.
7. That the Proposer understands and accepts that, although the proposed price is a major factor for consideration, the TOWN reserves the right to award the contract to other than the low cost Proposer after an analysis of the additional factors outlined in the aforesaid CONTRACT.

FIRM NAME OF
PROPOSER: _____

BY:
SIGNATURE: _____

TYPE NAME: _____

TITLE: _____

PROPOSED CONTRACT
THE COMPLETE REAPPRAISAL AND
REVALUATION OF ALL REAL PROPERTY WITH FULL INSPECTION OF SALES
(TAXABLE AND TAX EXEMPT), ALONG WITH ELECTRONIC IMAGES OF NEW
CONSTRUCTION, LOCATED WITHIN THE CORPORATE LIMITS OF
THE TOWN OF STONINGTON, CONNECTICUT
EFFECTIVE OCTOBER 1, 2017
AND SHALL BE IN COMPLIANCE WITH §12-62.

This agreement, made this ___ day of _____ 2016, by and between the TOWN of STONINGTON, a municipal corporation, located in the County of New London, State of Connecticut, hereinafter termed the TOWN, acting by and through its FIRST SELECTMAN, having been so duly authorized, and _____ THE COMPANY hereinafter termed the CONTRACTOR.

WITNESSETH THAT;

WHEREAS, the TOWN, through its DIRECTOR OF ASSESSMENT, plans to undertake a complete reappraisal and revaluation of all taxable and tax exempt real property located within the corporate limits of the TOWN; and,

WHEREAS, the CONTRACTOR is to assist the DIRECTOR OF ASSESSMENT in making such reappraisal and revaluation and represents that it is experienced and qualified to carry on such work, and is familiar with the recognized appraisal practices and with the standards required for determining values for assessment purposes,

NOW, THEREFORE, the TOWN and the CONTRACTOR, for the consideration and under the conditions hereinafter set forth, hereby agree as follows:

1. ENGAGEMENT OF CONTRACTOR

The TOWN hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to make a complete reappraisal and revaluation with full inspection of sales of all taxable and tax exempt real property located within the corporate limits of the TOWN and to perform all the services and furnish all the records, materials, forms and supplies required by and in complete accordance with the Contract Specifications, all such labor, records, materials, forms and supplies to comply with the requirements of the pertinent Connecticut General Statutes, Connecticut Performance Based Standards and Special Acts, pertinent rulings of the Secretary of Office of Policy and Management, pertinent ordinances and agreements of the TOWN, and pertinent decisions of several courts.

2. TIME IS OF THE ESSENCE

The parties agree that time is of the essence in the performance of this contract and all obligations hereunder.

3. COMMENCEMENT AND COMPLETION DATES

- A. The CONTRACTOR agrees to commence the work on or before August 15, 2016.
- B. The CONTRACTOR agrees to complete the work through the informal public hearings on or before December 22, 2017.

- C. In the event that the reappraisal and reevaluation period is extended by one year, the time periods in 3A and 3B will be extended as well.
- D. The CONTRACTOR agrees to adhere to the Time Schedule for the revaluation project as set forth in the Contract and in Section I – General Conditions, Subsection E – Completion Date and Time Schedule, Parts 1-4, of the RFP.

4. COMPENSATION

The TOWN agrees to pay the CONTRACTOR the total sum of \$_____ as compensation for the CONTRACTOR'S services to be performed; the software, operating systems, databases to be delivered; records, materials, forms and supplies to be furnished by the CONTRACTOR. The CONTRACTOR and the TOWN agree that the methods of billing and payments shall be set forth in the Contract including fiscal year limitations per Section I – General Conditions, Subsection F – Payment Schedule, Parts 1-3, of the RFP.

5. TRANSFER, ASSIGNMENT AND SUBLETTING OF CONTRACT

The CONTRACTOR agrees that it shall not transfer, assign or sublet the contract, or any part therein, or any interest therein without first receiving prior written approval from the TOWN and the bonding company, and further agrees that any such assignment or transfer without prior written approval by the TOWN and bonding company shall not release the CONTRACTOR from any responsibility or liability as set forth in this contract and specifications.

Nothing contained in this Contract or Contract Specifications shall be deemed to create any contractual relationship between any subcontractor and the TOWN.

6. INDEMNIFICATION AND CONDITIONS

- A. The CONTRACTOR is an independent CONTRACTOR and, as such, is not and shall not be construed to be an agent or employer of the TOWN of STONINGTON. The CONTRACTOR further agrees to indemnify, hold harmless and defend the TOWN at the CONTRACTOR'S expense from and against any and all liability for loss, damage or expense for which it may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this Contract, or costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this Contract.
- B. Upon execution of this contract, and thereafter no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to this contract, the CONTRACTOR shall deliver to the TOWN (a) certificate(s) of insurance to show compliance with the specifications, and insurance requirements per section 1-General Conditions, subsection F.
- C. Each policy of insurance shall be issued by financially responsible insurers duly licensed to do business in the State of Connecticut. The insurers shall be reasonably acceptable to the TOWN and shall have an A.M. Best Company rating of "A/VII" or better.

- D. Each policy of insurance shall include a waiver of subrogation in favor of the TOWN and shall provide no less than thirty (30) days notice to the TOWN in the event of a cancellation or change in conditions or amounts of coverage.
- E. The CONTRACTOR will promptly notify the TOWN of any claim or case formally brought against the CONTRACTOR.
- F. The CONTRACTOR shall promptly provide to the TOWN, a copy of its audited financial statements for the years ending June 30, 2016 and June 30, 2017, upon request.
- G. The CONTRACTOR'S Software License Agreement is attached hereto and made a part thereof as Attachment B.

7. MISREPRESENTATION OR DEFAULT

The TOWN may void this agreement if the CONTRACTOR has materially misrepresented any offering or defaults on any contract with a Connecticut municipality.

8. CANCELLATION

If the CONTRACTOR does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or otherwise, 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 right hereunder to terminate the Contract and withhold any payments due.

If the CONTRACTOR fails to perform the Contract in accordance with its terms or if the TOWN reasonably doubts that the CONTRACTOR'S work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the Contract Specifications and any addendum thereto, the TOWN shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the CONTRACTOR and its surety bonding company, to declare the contract in default and thereby terminated, and to award the Project or the remaining work thereof, to another contractor. If this termination clause is invoked, the CONTRACTOR'S agents and employees shall, at the DIRECTOR OF ASSESSMENT'S direction vacate in an orderly fashion the office space provided by the TOWN, leaving behind all records, and worksheets properly filed and indexed, as well as other property of the TOWN. Any funds held by the TOWN under the Contract shall become the property of the TOWN to the extent necessary to reimburse the TOWN for its costs in obtaining another contractor and supervising the transition. Termination of the Contract and retention of funds by the TOWN shall not preclude the TOWN from bringing an action against the CONTRACTOR for damages or exercising any other legal, equitable, or contractual rights the TOWN may possess in the event of the CONTRACTOR'S failure to perform.

9. PERFORMANCE BOND

In accordance with subsection 1—General Conditions, subsection D-2 performance bond requirements.

IN WITNESS HEREOF THE TOWN OF STONINGTON, CONNECTICUT AND

have executed this contract on the date first above-mentioned.

IN THE PRESENCE OF:

TOWN OF STONINGTON, CONNECTICUT
By:

(Witness)

Robert "Rob" Simmons, First Selectman

(Witness)

(Signature)
Name

(Title)

CONTRACT SPECIFICATIONS

SCOPE OF REAPPRAISAL AND REVALUATION

This project includes the complete reappraisal, revaluation with full inspection of sales, and electronic imaging of all new construction of taxable and tax exempt real estate within the corporate limits of the TOWN OF STONINGTON, CONNECTICUT. Such revaluation shall be in compliance with §12-62.

The successful CONTRACTOR shall work with all the software, operating systems, databases, and furnish labor, materials, supplies and equipment and perform all work for the project in strict accordance with the hereinafter listed specifications.

All work will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary, Office of Policy and Management, the Performance Based Standards, and the Connecticut General Statutes pertaining hereto, and shall be subject to the direct supervision and approval of the DIRECTOR OF ASSESSMENT of the TOWN OF STONINGTON, CONNECTICUT.

The values to be determined shall be the full fair market value as defined in §12-63 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. Assessments shall be at 70% of the full fair market value.

The Revaluation Project will cover and include all taxable and tax exempt real property in the TOWN OF STONINGTON.

EFFECTIVE DATE

The results of this revaluation shall be for the **October 1, 2017** Grand List, unless extended by the TOWN.

TOWN DATA

1. The last complete interior and exterior inspected revaluation was effective as of **October 1, 2012**.
2. The estimated population is **18,539**.
3. The area of the TOWN is **42.7** square miles.
4. The TOWN has a **Selectman, Town Meeting form of government**.
5. The total parcel count for October 1, 2010 is **10,000: 9,554 Taxable, 446 Exempt**.
6. Administration/Tax Billing System is **Quality Data Service**.
7. CAMA System presently used is **Vision 6.5**

The CONTRACTOR shall value all newly constructed improvements created prior to **October 1, 2017**, along with electronic images of new construction or those incomplete as of this valuation date, and these parcels shall be included in the contract price and valued in the same manner as stated above, and as provided hereinafter. Estimated permits **900**.

APPROXIMATE NUMBER OF ACCOUNTS
October 1, 2015 Grand List

TAXABLE REAL ESTATE		
DESCRIPTION	NO. OF ACCOUNTS	GROSS ASSESSMENT
RESIDENTIAL 100	7,582	1,938,715,760
COMMERCIAL 200	614	342,650,301
INDUSTRIAL 300	29	28,320,300
PUBLIC UTILITY 400	22	7,983,000
VACANT LAND 500	1,071	67,567,900
*USE ASSESSMENT 600	205	1,254,230
**TEN MILLS 700	2	3,000
APARTMENTS 800	29	15,377,610
TOTAL TAXABLE REAL ESTATE RECORDS	9,554	2,401,872,101

* Farm and Forest Land Values

** Forest Land Classification

TAX EXEMPT REAL ESTATE		
DESCRIPTION	NO. OF ACCOUNTS	GROSS ASSESSMENT
RESIDENTIAL 100	17	4,114,000
COMMERCIAL 200	425	212,395,629
INDUSTRIAL 300	0	0
PUBLIC UTILITY 400	0	0
VACANT LAND 500	0	0
USE ASSESSMENT 600	3	6500
TEN MILLS 700	1	0
APARTMENTS 800	0	1440
TOTAL EXEMPT REAL ESTATE RECORDS	416	216,517,569

I. GENERAL CONDITIONS

A. PROJECT AWARD

The TOWN OF STONINGTON, 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.

B. CONTRACTOR

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 §12-2c of the Connecticut General Statutes.

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 STONINGTON. 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.

C. PERSONNEL

The CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements of the Equal Employment Opportunity provisions of Federal and State governments. The 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 DIRECTOR OF ASSESSMENT, prior to the commencement of the individual's duties in the TOWN OF STONINGTON and shall be removed from this project by the CONTRACTOR upon written recommendation of the DIRECTOR OF ASSESSMENT.

1. Minimal Qualifications

a. Project Manager, Group Leader or Supervisor

The administration of this project shall be assigned by the CONTRACTOR to a project manager, group leader or supervisor, who shall be certified by the State of Connecticut as a Revaluation Supervisor pursuant to §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 appraisal experience in commercial, industrial, apartment, farm and residential type properties. The project manager or supervisor shall be subject to approval by the DIRECTOR OF ASSESSMENT prior to the commencement of their duties on this project. The Project Manager, Group Leader or Supervisor shall be available on a bi-weekly basis to meet with the DIRECTOR OF ASSESSMENT and/or DEPUTY ASSESSOR to discuss matters relating to the revaluation project.

b. Reviewers and Appraisers

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to §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 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 DIRECTOR OF ASSESSMENT prior to the commencement of their duties on this project.

c. Measurers and Listers

Measurers and listers shall have at least (6) months 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 a State Certified appraiser or project supervisor. The DIRECTOR OF ASSESSMENT shall be notified of the individual's name, starting date, qualifications, and field assignments prior to the commencement of the individual's duties on this project.

2. Identification

All field personnel shall carry suitable identification cards which shall include an up-to date photograph, supplied by the CONTRACTOR and signed by the **TOWN'S DIRECTOR OF ADMINISTRATION/OR DESIGNEE**. All automobiles used by field personnel shall be registered with the STONINGTON Police department giving license number, make, model, year and color of all vehicles used on this project. All personal will be subject to background checks by the STONINGTON POLICE DEPARTMENT.

3. Conflict of Interest

No resident of the TOWN or TOWN employee shall be employed by the CONTRACTOR without the prior approval of the DIRECTOR OF ASSESSMENT.

D. INSURANCE AND PROTECTION OF THE TOWN

1. INSURANCE

The CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work thereunder by the individual or the firm, his agents, representatives, or employees. The cost of such insurance shall be included in the proposal.

a. Minimum Scope and Limits of Insurance

1. Broad Form Comprehensive General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, and products / completed operations.
2. Automobile Liability
\$1,000,000 combined single limit per occurrence for bodily injury and property damage
3. Umbrella Liability
\$1,000,000 per occurrence, following form.
4. Workers' Compensation
Limits as required by State of Connecticut Labor Code
5. Employers' Liability
\$100,000 each accident
\$500,000 disease/policy limit
\$100,000 disease/each employee
6. Professional Liability
(if used on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following contract completion.)
\$1,000,000 per occurrence
\$1,000,000 aggregate
7. Personal Property Coverage
Adequate insurance to cover the value of personal property (including but not limited to, personal computers) belonging to the CONTRACTOR while located on TOWN property, while in use or in storage, for the duration of the contract.

b. Aggregate Limits

Any aggregate limits must be declared to and be approved by the TOWN. At the option of the TOWN, the insurer shall increase or eliminate the aggregate limit and notify the TOWN of any erosion of aggregate limits.

c. Deductibles and Self-Insured Retention's

Any deductibles or self-insured retention's must be declared to and be approved by the TOWN. At the option of the TOWN, the insurer shall reduce or eliminate such deductibles or self-insured retention's as regards the TOWN or the CONTRACTOR shall procure a bond that guarantees payment of the losses and related investigations, claims administration and defense expenses. At no time will the TOWN be responsible for the payment of deductibles or self-insured retention's.

d. Notice of Cancellation or Non-renewal

Each insurance policy required by this Exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the TOWN.

e. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Liability, (General, Automobile, Professional) Coverage;

- a. **"The TOWN of Stonington and its respective officers, agents, officials, employees, volunteers, boards and commissions"** are to be **named as additional insureds** with regard to liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the TOWN.
- b. The CONTRACTOR'S insurance coverage shall be the primary insurance as regards the TOWN. Any insurance or self-insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute with it.
- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the TOWN.
- d. Coverage shall state that the CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employer's Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the TOWN for losses arising from the work performed by the CONTRACTOR for the TOWN.
- b. If State statute does not require the CONTRACTOR to obtain Workers' Compensation insurance, then the CONTRACTOR shall furnish the TOWN with adequate proof of the self-employment status/ The CONTRACTOR agrees to waive all rights of claims against the TOWN for losses arising from the work performed by the CONTRACTOR. In the event that during the contract this self-employment status should change, the CONTRACTOR shall immediately furnish proper notice to the TOWN and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained by the CONTRACTOR as required by this Exhibit.

f. Acceptability of Insurers

1. Insurance is to be placed with insurers which have a Best's rating of at least A.
2. Insurance companies must either be licensed to do business in the State of Connecticut or be deemed to be acceptable by the TOWN of Stonington's FINANCE DIRECTOR.

g. Verification of Coverage

The CONTRACTOR shall furnish the TOWN with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the DIRECTOR OF FINANCE before work commences. Renewal of expiring certificates shall be filed thirty days (30) prior to expiration. The TOWN reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this Exhibit shall be mailed to the FINANCE DIRECTOR.

h. Indemnity of TOWN by CONTRACTOR

The Contractor shall indemnify and hold harmless the TOWN against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the TOWN and shall defend suits, actions or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts of omissions of employees and agents of CONTRACTOR or his subcontractors. Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of CONTRACTOR under the terms of the contract. The CONTRACTOR shall procure and maintain, at his own cost and expense, any additional kinds and

amount of insurance which in his own judgment may be necessary for his proper protection in the execution of his work. The CONTRACTOR agrees to truly save and indemnify and hold harmless the TOWN of Stonington against all liability, judgments, costs and expenses which may in any way come against the TOWN or which may in any way result from carelessness, omission or neglect of the CONTRACTOR or his agent, employees or workmen in any way arising or resulting from the operation in connection herewith.

2. Performance Bond

Simultaneously with the delivery of the executed contract, the CONTRACTOR shall furnish a Performance Bond acceptable to the TOWN of Stonington for faithful performance of the contract and for payment of all materials and services. This bond shall be equal to One Hundred (100%) percent of the cost of services. This bond may be in the form of cash, a passbook savings account held jointly in the name of the CONTRACTOR and the TOWN of Stonington or the TOWN of Stonington will accept a Letter of Credit from a financial institution whose boundaries are located in the State of Connecticut. The terms of the bond shall meet the requirements for approval by the TOWN of Stonington's Municipal Attorney.

3. Entire Agreement

This contract states the entire agreement between the parties and supercedes all prior agreements and negotiations, either oral or written with respect to the subject matter hereof and neither CONTRACTOR nor TOWN is or shall be bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in this contract. The parties acknowledge that any such prior representations have been merged in this contract.

4. Interpretation

This contract shall be interpreted without regard to any presumption or other rule requiring construction against the party which drafted this contract.

5. Default

If the CONTRACTOR fails to abide by the terms of this contract, and in the opinion of the TOWN there has not been sufficient cause to justify such lack of observance, the TOWN shall serve notice that the contract is in default. The CONTRACTOR will be liable for any costs of such steps over the costs under this contract, and shall receive no compensation under the contract from the date of notice of default.

6. Waiver

Failure of any party to insist in any one or more instances up performance of any of the terms or conditions of this contract shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition; but the obligations of the parties with respect hereto shall continue in full force and effect.

7. Modification

This contract cannot be changed, modified or amended in any respect except by a written instrument signed by the parties hereto.

8. Liquidated Damages and Penalties

a. Because (I) anticipated damages hereunder are uncertain in amount and difficult to prove, (II) the parties hereto which to liquidate said damages in advance, (III) monies paid pursuant to this agreement are not greatly disproportionate to the damage reasonably anticipated in the event of default it is hereby agreed that if the CONTRACTOR fails to modify and integrate the existing CAMA software to the date specified herein, **September 15, 2017**, then the CONTRACTOR shall pay the sum of One Hundred Dollars (\$100.00) per day beyond **September 15, 2017**. It is provided further that if the CONTRACTOR shall fail to complete all work prior to **November 17, 2017**, then the CONTRACTOR shall pay an additional One Hundred Dollars (\$100.00) per day beyond **November 17, 2017**. For the purposes of this penalty only, completion of all work not later than **November 17, 2017**, is defined as follows:

1) Conversion of CAMA database, conversion of existing reports, integration (bridging) of CAMA software with administrative software, GIS databases, and Networks of the TOWN of STONINGTON, property record cards with all measurements, listings, and sketches.

a. For the purposes of this penalty only, completion of all work not later than **November 17, 2017** is defined as follows:

1) Completed CAMA database, integration of CAMA software with administrative software and GIS databases of the TOWN of STONINGTON, property record cards with all measurements, listings, sketches, pricing, review and final valuations.

2) Completed video images of all new construction taxable and tax exempt real estate parcels.

3) Assessment change notices mailed to comply with requirements of Connecticut State Statutes.

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

b. In the event the TOWN extends the date of performance by written notification, all dates contained in the section shall also be extended.

9. Governing Law

This contract shall be construed according to the internal laws of the State of Connecticut.

10. Venue and Waiver of Jury

This Agreement shall be governed by, and construed in accordance with the laws of the State of Connecticut. In the event of litigation, the parties do agree to be contractual bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for New London at New London, Connecticut.

CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE CONTRACTOR HERETO OR ANY OF THEN WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND TOWN MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. Except as prohibited by law, CONTRACTOR waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damage or any damages other than, or in addition to, actual damages. CONTRACTOR (a) certifies that neither TOWN nor any representative, agent or ATTORNEY OF THE TOWN has represented, expressly or otherwise, that TOWN would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Agreement, TOWN is relying upon, among other things, the waivers and certifications contained in this Section.

E. COMPLETION DATE AND TIME SCHEDULE

1. Awarding of Contract

Within a reasonable time after the opening of proposals, the TOWN shall award a contract for the revaluation project. The TOWN reserves the right to reject any and all proposals as previously stated in the I. General Conditions.

2. Signing of Contract

Unless extended by the TOWN on or before **June 30, 2016** following the receipt of notice of acceptance by the TOWN of its proposal, as possibly revised by negotiations, the CONTRACTOR shall execute with the TOWN, a contract upon the basis of these specifications.

3. Changes and Subletting of Contract

a. Changes

Changes in these specifications to the contract will be permitted only upon written mutual agreement of the CONTRACTOR and the TOWN.

b. Subletting

The CONTRACTOR shall not assign, transfer or sublet the contract, or any interest or part therein without first receiving written approval from the

TOWN and the bonding company. It should be mutually agreed and understood that said consent by the TOWN shall in no way release the CONTRACTOR from any responsibility or liability as covered in these specifications and contract.

4. The revaluation work may be started at the convenience of the CONTRACTOR, but not later than **August 15, 2016**, and must continue in a diligent manner so as to ensure completion within the schedule of completion dates as set forth below. In the event of written notice by the TOWN of Stonington of an extension of revaluation date, the dates contained in the section shall be extended.

a. Completion Dates

The following phases of the revaluation must be completed in accordance with the following schedule:

1. Complete residential data collection by **May 1, 2017**. (except for current building permits).
2. Mail data mailers for residential improved properties by **May 15, 2017**.
3. Complete preliminary land study and values set by **June 15, 2017**.
4. Complete preliminary building cost manual by **June 15, 2017**.
5. Revisits as a result of the data mailers by **June 30, 2017**.
6. Complete commercial, industrial, public utility, special purpose and tax exempt data collection by **July 3, 2017** (except for current building permits).
7. Complete study of market rents, expenses and capitalization factors by **July 31, 2017**.
8. Deliver completed CAMA database, integration of CAMA software with administrative software and GIS databases of the TOWN of STONINGTON, video images for all new real estate parcels, property record cards with all measurements, listings, sketches, pricing, suggested values to the DIRECTOR OF ASSESSMENT by **October 6, 2017**.
9. DIRECTOR OF ASSESSMENT completes review and final adjustments made for real property no later than **November 1, 2017**.
10. Assessment change notices mailed to comply with requirements of Connecticut State Statutes by **November 3, 2017**.
11. Informal hearings to begin no later than **November 17, 2017** and end no later than **December 22, 2017**.
12. Notices of results of informal hearings completed and mailed out, computer file is updated and final property record cards printed and delivered to DIRECTOR OF ASSESSMENT in alphabetical street order no later than **January 5, 2018**.

b. Assessment Date

The completed appraisals, upon approval of the DIRECTOR OF ASSESSMENT will serve as the basis for the 70% assessments effective on the Grand List of **October 1, 2017**. Notwithstanding dates mentioned in (a), all information on property record cards, and computer data base shall reflect actual information as of **October 1, 2017**.

In the event of written notice by the TOWN of Stonington of an extension of revaluation date, the dates contained in the section shall be extended.

F. PAYMENT SCHEDULE

1. Periodic Payments

Payments shall be made in the following manner:

Thirty (30) days after the commencement date of this contract, and at the end of each thirty (30) day period thereafter for the term of this contract, the CONTRACTOR shall certify in writing to the DIRECTOR OF ASSESSMENT the percentage of the total work completed under the contract which the CONTRACTOR has performed during the said thirty (30) day period. Such notification shall itemize, and accurately indicate the extent and nature of work performed by volume, street, category or in any manner as required by the DIRECTOR OF ASSESSMENT.

The TOWN, upon determination by the DIRECTOR OF ASSESSMENT that the certification of the CONTRACTOR concerning work during said period is accurate, will pay to the CONTRACTOR a percentage of the total compensation under the contract equal to the percentage of the work certified as having been completed during said period, less ten (10) percent which is to be retained by the TOWN for payment to the CONTRACTOR at such time that he or she has performed fully and satisfactorily all its obligations, requirements, and litigation under the contract. The retained ten (10) percent of the contract price is to be paid upon the completion of the duties of the Board of Assessment Appeals on the October 1, 2017 Grand List.

2. Fiscal Year Limitations

Notwithstanding the foregoing, it is further understood that the TOWN appropriation for the revaluation contract for the fiscal year July 1, 2016 to June 30, 2017 is limited to \$_____ and no amount in excess thereof shall be paid to the CONTRACTOR during the period July 1, 2016 to June 30, 2017. The remainder of the contract cost shall be paid in the 2016 and 2017 TOWN fiscal years according to the provisions of this section and subject to the appropriation of necessary funds by the TOWN'S fiscal authority. The 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.

In the event of written notice by the TOWN of Stonington of an extension of revaluation date, the dates contained in the section shall be extended.

3. Payment Schedule for Percentage of Completed Work

<u>STAGES OF COMPLETION</u>	<u>PERCENT OF TOTAL PROJECT COST</u>
Bonding	100
a. Project Start-Up	10
b. Data collection and inputted	20
c. Delivery of computer, valuation analysis, software integration	10
d. Field Review	10
e. Final Valuations; Assessment notices mailed	30
f. Informal Hearings completed and final adjustments made to file.	10
g. Board of Assessment Appeals completion of duties	10
h. Litigation	0
	100

*Cost of Litigation included as part of bonding costs.

This contract makes provision for a reduction of the performance bond to 10% of the contract price so as to ensure the defense of any appeals resulting from the revaluation work.

II. RESPONSIBILITIES OF THE CONTRACTOR

A. GOOD FAITH

The CONTRACTOR shall in good faith use its best efforts to assist the DIRECTOR OF ASSESSMENT in determining accurate and proper market valuations, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities under section H of this document.

B. PUBLIC RELATIONS

The parties of this revaluation project recognize that a good public relations program is required in order that the public of the TOWN may be informed as to the purpose, benefits and procedures of the revaluation program.

The CONTRACTOR shall provide reasonable assistance to the DIRECTOR OF ASSESSMENT 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 understanding and support for the revaluation program and sound assessment administration. The CONTRACTOR shall supply visual aids and other media at its disposal to this end. All public releases shall be approved by the DIRECTOR OF ASSESSMENT prior to release.

C. CONDUCT OF COMPANY EMPLOYEES

As a condition of this contract, the CONTRACTOR'S employees shall at all times treat the residents, employees, and taxpayers of the TOWN with respect and

courtesy; the CONTRACTOR shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

D. RECORDS

1. General Provisions

The CONTRACTOR shall provide all property record cards, computer supplies, other supplies, equipment, forms, literature, and papers to be used in this project at no additional cost to the TOWN. All forms shall be subject to approval by the DIRECTOR OF ASSESSMENT 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 may be required by Connecticut General Statutes.

2. Records are TOWN Property

The original or a copy of all records, worksheets, and computations, including machine readable data bases, made by the CONTRACTOR in connection with any appraisal or 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 DIRECTOR OF ASSESSMENT. Such records and computations shall include but not be limited to: 1) DEPARTMENT OF ASSESSMENT Maps; Land Value Maps; 3) Materials and Wages, Cost Investigations and Schedules; 4) Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches; 5) Capitalization rate data; Sales Data; 7) Depreciation tables; 8) Computations of land and/or building values; 9) All letters of memoranda to individuals or groups explaining methods used in appraisals; 10) Operating statements of income properties; 11) Duplicate notice of valuation changes; and 12) Database of all property records, CAMA system, video imaging, and integration with administrative system.

3. DIRECTOR OF ASSESSMENT'S Records

The CONTRACTOR shall use a system approved by the DIRECTOR OF ASSESSMENT for the accurate accounting of all records and maps which may be taken from the DIRECTOR OF ASSESSMENT'S office in conjunction with this project. All such records and maps shall be returned immediately following their use. None of the DIRECTOR OF ASSESSMENT'S records shall be taken outside of the corporate limits of the TOWN without prior written permission of the DIRECTOR OF ASSESSMENT.

4. Property Record Cards (Street Cards)

The CONTRACTOR shall complete Property Record Cards commonly referred to as "Street Cards" which shall be filed in alphabetical street order. 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 the unit of value applicable to each, public utilities available, underground oil tanks, public improvements and zoning regulations in effect as of the assessment date. All physical improvements shall be measured giving a listing of all interior and exterior construction details. Quality of construction, age, condition, replacement values, percent of physical, functional and economic depreciation, depreciated values, fair market value and assessment value will be shown. A computer generated sketch of all buildings, with the appropriate scale of such sketch and image, shall also be shown on these cards.

5. Data Mailers

The CONTRACTOR shall mail, at the CONTRACTOR'S expense by first class mail by May 15, 2017, to each improved residential property owners, including condominiums of record a data mailer, setting forth the pertinent elements of the property, containing characteristics of the property including sketch, style, exterior walls, story height, attic, age, basement, heating fuel type, heating system type, number of baths per floor, number of rooms per floor, number of bedrooms per floor, number of additional fixtures per floor, trim, recreational room area, finished basement living area, fireplaces, basement garage, unfinished area, in-law apartment, square footage, additions, condition, roof type, roof composition, site improvements and utilities. DIRECTOR OF ASSESSMENT shall approve the data mailer and cover letter, copies of the data mailers shall be provided to the DIRECTOR OF ASSESSMENT.

For commercial/industrial utility properties, the CONTRACTOR shall notify each owner, in writing, via first class mail, that the information required in the property inventory mailer will be available at the CONTRACTOR'S office for inspection.

Property owners will be asked to examine the property description and report any discrepancies to the CONTRACTOR. The CONTRACTOR must respond to all responses citing errors in data and correct all actual errors.

The CONTRACTOR shall re-inspect such properties as a result of any differences sited on the data mailers responses, and make changes accordingly not later than June 30, 2017. In the event a data mailer has not been returned for a property that has not had an interior inspection within ten years the CONTRACTOR shall re-inspect such property.

In the event of written notice by the TOWN of Stonington of an extension of revaluation date, the dates contained in the section shall be extended.

E. ASSESSMENT NOTICES

At the close of the revaluation, a notice shall be sent, at the CONTRACTOR'S expense by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the property identified in the notice, prepared in duplicate and in conformity with the Connecticut General Statutes. The CONTRACTOR will provide the needed information for the notice. Also enclosed with such notice shall be information specifying the dates, times and places of the informal public hearings. Such notices shall be subject to approval by the DIRECTOR OF ASSESSMENT, and copies of the notices shall be provided to the DIRECTOR OF ASSESSMENT.

F. INFORMAL PUBLIC HEARINGS

At a time mutually agreeable to the DIRECTOR OF ASSESSMENT and the CONTRACTOR, but not later than December 22, 2017, unless extended by written notice by TOWN but following completion of all review work by the DIRECTOR OF ASSESSMENT and the CONTRACTOR, the CONTRACTOR shall hold public hearings so that owners of property or their legal representatives may appear at specified times to discuss with qualified members of the CONTRACTOR'S staff, the valuations of their property. The CONTRACTOR'S personnel shall explain the manner and methods of arriving at value.

The CONTRACTOR, in conjunction with recommendations of the DIRECTOR OF ASSESSMENT, 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 adjustments shall be made where warranted.

The CONTRACTOR shall be responsible for sending a notice to each taxpayer or his or her legal representative who appears at these hearings seeking a review of valuation. Such notice shall include the original valuation determined by the CONTRACTOR and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change in value is warranted.

G. BOARD OF ASSESSMENT APPEALS

The CONTRACTOR shall have a qualified member or members at no additional cost, approved by the DIRECTOR OF ASSESSMENT, of its staff, available for attendance at any deliberations of the Board of Assessment Appeals held after the completion of the revaluation, Sundays excluded, but such availability and attendance shall not be required after the date for the completion of the duties of the Board of Assessment Appeals on the October 1, 2017 Grand List, unless extended by TOWN to assist in the settlement of complaints and to explain the valuations made.

H. LITIGATION

In the event of appeal to the courts, the CONTRACTOR shall furnish a competent witness or witnesses at no additional cost, approved by the DIRECTOR OF ASSESSMENT, to defend the valuation of the properties appraised. It is understood that the CONTRACTOR shall furnish said witness or witnesses on any court action instituted on the October 1, 2017, unless extended by TOWN Grand List assessments. The CONTRACTOR shall not be held responsible for any assessment changed from the original revaluation figure by parties other than the CONTRACTOR. See Section II A of this document.

I. INFORMATION

The CONTRACTOR shall give to the DIRECTOR OF ASSESSMENT 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 Appeals on the **October 1, 2017**, unless extended by TOWN, Grand List, without any additional cost to the TOWN.

Throughout the appraisal process, the CONTRACTOR shall satisfy all requests made by the TOWN for information as to the CONTRACTOR'S planned work schedule for the project, personnel employed on the project, appraisal methods and procedures utilized, and the status of the work. The written report shall contain specifics as to the work completed and the work to be done in the next month. The specifics should include reports showing compliance with the State of Connecticut Performance Standards, USPAP, and International Association of Assessing Officers' Sales Assessment Ratio Standards of completed work. The DIRECTOR OF ASSESSMENT shall review and evaluate the progress of the project, and shall notify the CONTRACTOR in writing whether the work performed is satisfactory and timely. Written biweekly status reports shall be required to be filed with the DIRECTOR OF ASSESSMENT throughout the duration of the project.

J. BUILDING COST SCHEDULES

1. General

The CONTRACTOR shall prepare for usage in the CAMA program as hereinafter specified, building cost schedules. These schedules shall reflect the unit-in-place method based upon the 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 taxable and tax exempt residential, commercial, industrial, public utility, and agricultural 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 DIRECTOR OF ASSESSMENT before adoption and usage by the CONTRACTOR.

2. Types of Cost Schedules

a. Residential

Residential cost schedules shall include schedules for various classifications, types, models, and story heights on a per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for different types of heating systems (solar systems), bathrooms, porches, breezeways, attached, detached, and basement garages, and schedules for other building improvements or site improvements usually found on residential property including but not limited to in ground swimming pools, barns, sheds, pool houses, art studios, tennis courts, gazebos, and hot tubs. Provision in the land schedule for exceptional site improvements including but not limited to

extra long paved driveways, custom built walls, extensive landscaping, and etc.

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 the additions and deductions for construction components from base specifications.

c. Industrial and Special Structures

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

d. Farm

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

3. Depreciation Schedules

Depreciation schedules or methods to be used in determining the amount of depreciation, shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover all taxable and tax exempt residential, commercial, industrial, public utility and farm buildings and shall all be approved by the DIRECTOR OF ASSESSMENT prior to their use.

4. Schedules for TOWN

The CONTRACTOR shall supply and leave for the TOWN, not less than four (4) copies of all of the above required building cost schedules and depreciation schedules for the TOWN'S usage, one copy of which shall be turned over to the DIRECTOR OF ASSESSMENT upon approval of the schedules. Preliminary building cost manual due by **June 15, 2017** (see Completion Dates, Page 21E., a.). Final approval of schedules by **July 1, 2017**. In the event of written notice by the TOWN of Stonington of an extension of revaluation date, the dates contained in the section shall be extended.

III. APPRAISAL SPECIFICATIONS

All Appraisal specifications shall be in compliance with §12-62.

A. APPRAISAL OF LAND

The CONTRACTOR shall appraise all land within the TOWN: residential, commercial, industrial, agricultural, special use (P. A. 490), and public utility, both vacant and improved.

1. Land Inspection

The CONTRACTOR shall make a physical inspection of each plot or lot and note topographical irregularities on data entry card and CAMA system, such as high banks and steep slopes or anything else which may detract from the usefulness of the land.

2. Land Value Study

Land shall be valued on the basis of an analysis and confirmation where feasible of all sales data occurring during the three year period prior to **October 1, 2017** (or such other reasonable period as deemed necessary by the DIRECTOR OF ASSESSMENT). The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the DIRECTOR OF ASSESSMENT and in conformance with the Performance Based Standards. The CONTRACTOR shall make a careful investigation of this data and shall consult and confirm where feasible with owners, realtors, banks and other sources for information relative to sales of properties within the TOWN. All factors affecting the final values of land shall be considered, such as location, zoning, utilities, size, vacancy, form of ownership, non-conforming uses, zoning variances and those factors listed in Section III A (1.). In the event of written notice by the TOWN of Stonington of an extension of revaluation date, the dates contained in the section shall be extended.

3. Land Value Unit

The CONTRACTOR shall prepare land unit in the judgment of the CONTRACTOR and DIRECTOR OF ASSESSMENT most accurately reflects the market for the appraised land. (i.e. by acreage, fractional acreage, buildable apartment unit, etc.)

4. Land Value Map

The CONTRACTOR shall delineate the 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 project.

5. Neighborhood Delineation

After consideration of the environmental, economic and social characteristics of the TOWN, the CONTRACTOR shall, with the cooperation and approval of the DIRECTOR OF ASSESSMENT, delineate "neighborhood" units within the TOWN. Each neighborhood unit will, exhibit homogeneous and compatible characteristics. Each neighborhood unit will be assigned a separate identification number which will be used for valuation. These neighborhood numbers shall be recorded and maintained on all property record cards and the computer data base.

B. APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES

The CONTRACTOR shall make a listing of the physical construction details of all residential buildings and structures and all structural improvements appurtenant to

residential property in the TOWN, on proper forms as previously covered in these specifications.

1. Interior Inspections of Sales and/or Building Permits

- a. The CONTRACTOR shall guarantee to make a careful field inspection of the complete interior of at least 100% of all property sales and building permits excluding those wherein the owner refuses permission to inspect. New images are to be taken for new construction and for property sales where there are modifications from the photo on the property record card.

Properties whose owners have not answered letters requesting an appointment for inspection will also be excluded from the total number of properties in computing the 100% figure.

The following areas shall be inspected by the level of either the project manager and/or supervisor, or the reviewers and/or appraisers or higher. The Borough of Stonington, Wamphassucc Point, Mason's Island, High Ridge, Bishops Cove and the Village at Long Wharf, Kidds Way, Latimer Point, Montauk Avenue, Mystic Village, Osbrook Point, Stonington Acres, Mystic Seaport Inc. and all commercial, industrial, public utility properties that are assessed for nine hundred thousand or more.

For each property not documented as a refusal and which is not properly inspected, the DIRECTOR OF ASSESSMENT may assess a penalty of twenty-five dollars (\$25.00) for properties valued less than \$250,000; fifty dollars (\$50.00) for properties valued \$250,001 to \$750,000; and, one hundred dollars (\$100.00) for properties \$750,001 and over, to be deducted from the contract price.

- b. The lister shall 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 data collection form.
- c. When entrance to a building for an inspection is refused, the lister shall make note of the refusal. Within two (2) working days the CONTRACTOR shall notify the DIRECTOR OF ASSESSMENT in writing, giving the details as to the time of the visit, and if possible, the name of the party refusing entrance and other pertinent information. The DIRECTOR OF ASSESSMENT shall review the situation, and if he shall be unable to gain the cooperation of the party involved, he shall so notify the 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 the manner of arriving at value, on the property record card.
- d. The data collection form shall indicate the initials of the lister and the date(s) of the inspection(s).
- e. Where necessary and appointments could not be obtained, the CONTRACTOR shall make one (1) call backs, of which one must be on a weekday after 5:00 PM or on a Saturday. The time and date at which the call back was made shall be duly noted on the data collection form by the lister making such a call back.
- f. If after the initial inspection, contact was not established with a property owner, a notification letter approved by the DIRECTOR OF ASSESSMENT, shall be mailed by the CONTRACTOR, notifying the property owner that the representatives of the

CONTRACTOR were not able to make contact, and requesting that within a prescribed time limit the property owner contact the CONTRACTOR, by telephone or via first-class mail, for alternative arrangements for the inspection of the property.

2. Exterior Inspection of Sales and/or building permits

- a. The perimeter of all improvements shall be carefully and accurately measured.
- b. All buildings and improvements shall be measured to the nearest foot.
- c. An outline sketch, shall be prepared to scale.
- d. Plot plans shall be drawn of each residential, commercial, industrial or public utility property with (4) or more major buildings thereon. Each plot plan shall be reasonably accurate as to locations of buildings and shall be coded to the field record cards. A major building is defined, for purposes of this section, as one having a total of 750 or more square feet of gross floor area. Cards of multiple building properties together with plot plans or land maps shall be assembled in a standard file folder property labeled.
- e. Physical data of the parcel shall be recorded on the data collection form at the site.
- f. Existing sketches on current property record cards in the DEPARTMENT OF ASSESSMENT will be made available to the CONTRACTOR for verification.

3. Field Review

In compliance with §12-62 all properties shall be reviewed in the field by the CONTRACTOR'S personnel qualified as reviewers, as previously prescribed in these specifications.

The properties shall be reviewed for classification, final value, and to assure that they are correlated to comparable properties. The DIRECTOR OF ASSESSMENT shall be notified of the dates of reviewing and be entitled to accompany the reviewers during this phase of the revaluation.

4. Pricing and Valuations

Pricing and valuations of all land and buildings must reflect the fair market value as of October 1, 2017, and shall be done from and in accordance with the previously approved manuals and schedules.

The final valuation shall be the fair market value of the land plus the depreciated value of the improvements. In arriving at the fair market value of the improvements, replacement cost less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the property record card.

5. Sales Analyses

Sales analyses of all categories of properties shall be performed as a means of substantiating the values derived. This analysis shall be done in accordance with the Performance Based Revaluation Standards on the aggregate of all residential

properties and on each of the neighborhoods previously delineated. The sales analysis shall include, at a minimum, sales ratios and coefficients of variance and dispersion. The DIRECTOR OF ASSESSMENT shall approve such lists to be used in the sales comparison approach. Any additional requests for sales analyses by the DIRECTOR OF ASSESSMENT shall also be performed.

C. APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY AND SPECIAL PURPOSE PROPERTIES

1. General

All commercial, industrial, public utility, special purpose and tax exempt buildings shall be inspected, classified, priced and reviewed in the same manner as residential properties as set forth previously in these specifications, except that the dimensions of all buildings shall also include the height, which shall be recorded on the property record card.

2. Description

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

3. Income Approach

Income and expense data gathered by the TOWN shall be utilized by the CONTRACTOR for income producing and, where appropriate, owner-occupied properties. Any income and expense data, including OPM form number M-58 with accompanying summary reports and rent schedules shall become the property of the TOWN. All information filed and furnished with the M-58 report shall not be a public record and is not subject to the provisions of Section 1-200 (Freedom of Information) of the Connecticut General Statutes. From these returns and other data sources, such as field investigations and interviews, the CONTRACTOR will establish market rent and expenses for income producing properties. The CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Capitalization rates shall be established for the various classes of property and reviewed with bankers, investors, and appraisers to ensure their applicability. When the rates and method(s) have been approved by the DIRECTOR OF ASSESSMENT, the CONTRACTOR shall perform the income approach, using market income and expenses.

4. Yard and/or Site Improvements

All yard improvements shall be listed and valued separately.

5. Field Review

Individuals conducting the final review phase of the program shall be approved by the DIRECTOR OF ASSESSMENT and must have valuation expertise, field review experience and close knowledge of the valuation technique employed in the TOWN, as well as complete familiarity with the revaluation project. During the review phase when changes are made due to data error, the data must be corrected

on the property file by the CONTRACTOR. All properties shall be reviewed in the field in compliance with §12-62.

D. CONTROL AND QUALITY CHECKS

1. Field Checks

The DIRECTOR OF ASSESSMENT or the TOWN'S MONITOR shall spot check in the field, properties picked at random by him, with or without the appropriate CONTRACTOR'S supervisor. The CONTRACTOR shall also perform periodic field checks on a uniform reporting form and provide copies of the reviews to the DIRECTOR OF ASSESSMENT.

2. Building Permits

The DIRECTOR OF ASSESSMENT shall screen and make available on a timely basis to the CONTRACTOR, copies of all building permits issued during the course of the revaluation to allow the inclusion of all new construction, additions, and remodeling in the CONTRACTOR'S appraisals. Copies of the building permits shall be attached to each field worksheet, processed and returned to the DIRECTOR OF ASSESSMENT.

3. Incomplete Construction

The CONTRACTOR shall provide the DIRECTOR OF ASSESSMENT, with a report of all property record cards that have incomplete improvements on the October 1, 2017 Grand List. The property record card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date. In the event of written notice by the TOWN of Stonington of an extension of revaluation date, the dates contained in the section shall be extended.

IV. RESPONSIBILITIES OF THE TOWN

A. NATURE OF SERVICE

It is clearly understood and agreed that the services rendered by the CONTRACTOR are in the nature of assistance to the DIRECTOR OF ASSESSMENT and all decisions as to proper valuations shall rest with the DIRECTOR OF ASSESSMENT.

B. COOPERATION

The DIRECTOR OF ASSESSMENT, TOWN, and its employees will cooperate with and render all reasonable assistance to the CONTRACTOR and its employees.

C. ITEMS FURNISHED BY THE TOWN

The TOWN shall furnish the following:

1. Maps

The TOWN shall furnish one (1) sets of the most up to date TOWN Tax Maps that are currently available showing streets, and property lines and boundaries.

2. Land Dimensions

The TOWN will make available lot sizes and total acreage to the CONTRACTOR of all pieces of property where the map or present records fail to disclose measurement or acreage.

3. Zoning

The TOWN will provide current TOWN zoning regulations and zoning maps.

4. Existing Property Record Cards

The TOWN will make available the present property record cards only for the copying on TOWN property, by the CONTRACTOR.

5. Property Transfers

The TOWN shall notify the CONTRACTOR, on a regular basis, of property splits and transfers occurring after the initial creation of the revaluation database by the CONTRACTOR. The CONTRACTOR shall update the revaluation database as necessary.

6. Building Permits

The TOWN shall make available copies of all building permits issued during the course of the revaluation project up to October 1, 2017. In the event of written notice by the TOWN of Stonington of an extension of revaluation date, the dates contained in the section shall be extended.

7. Signing of Communications

The DIRECTOR OF ASSESSMENT shall sign all communications to be mailed at the CONTRACTOR'S expense, for the purpose of contacting a property owner for inspection of the property and/or for the purpose of obtaining the property owner's income and expense information if such is needed for the income approach to value commercial or industrial properties.

8. Mailing Address

The TOWN shall make available through the DEPARTMENT OF ASSESSMENT or TAX COLLECTOR'S OFFICE the current mailing address and other relative data that exists on the administrative program for all property owners.

9. Office Space

The TOWN shall furnish to the CONTRACTOR sufficient office space necessary to carry out the terms of this contract. If the TOWN is unable to provide space, the TOWN will reimburse the CONTRACTOR for leased space, subject to the TOWN'S approval of appropriateness and cost.

V. TRANSMITTAL OF DELIVERABLES TO THE DEPARTMENT OF ASSESSMENT RECORDS

Regular periodical delivery of appraisals, as completed, and in accordance to a schedule agreeable to the DIRECTOR OF ASSESSMENT, shall be turned over to the DIRECTOR OF ASSESSMENT for review. All appraisals of buildings, either complete or under construction, shall be determined effective **October 1, 2017**. All completed and/or corrected records shall be turned over to the DIRECTOR OF ASSESSMENT as of **November 13, 2017**. 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 determined effective **October 1, 2017**. In the event of written notice by the TOWN of Stonington of an extension of revaluation date, the dates contained in the section shall be extended.

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 permitted under the applicable law.

It is understood and agreed that the reappraisal of properties covered by this agreement shall conform to the procedures and technical requirements of the DIRECTOR OF ASSESSMENT and, at least biweekly, the CONTRACTOR'S PROJECT SUPERVISOR shall meet with said DIRECTOR OF ASSESSMENT to discuss the progress and various other details of the project.

VI. STONINGTON'S COMPUTER HARDWARE, SOFTWARE AND PROGRAMMING CAMA & GIS WORKSTATIONS; (4) WORKSTATIONS (3) PUBLIC TERMINALS

Workstations

HP EliteDesk 800 G2 Small Form Factor
Windows 10 Pro 64
Intel Core i5-6500 3.2G 6M 2133 4C CPU
8GB DDR4-2133 DIMM (1x8GB) RAM
500GB 7200 RPM SATA 6G 3.5 HDD
Integrated Intel® i219LM Gigabit Network Connection

Servers

Virtual server environment with HP hardware combined with VMware software.

Host Servers

2 HP DL 380p Gen8 servers
16 Intel Xenon E5-26900 CPU's @ 2.83 GHz ea.
147 GB RAM ea.
7 TB storage ea.

Tax Server

Windows server 2008
4 CPU's assigned
8GB RAM assigned
128 GB storage assigned

Assessor Server

Windows Server 2008
4 CPU's assigned
4 GB RAM assigned
500 GB storage assigned

GIS Server

Windows server 2012
8 CPU's assigned
500 GB storage assigned

Printers

HP LaserJet P4015x
Toshiba eStudio 457 multifunction