

REQUEST FOR PROPOSAL ("RFP")

PROJECT:

THE COMPLETE STATISTICAL REAPPRAISAL AND REVALUATION OF TAXABLE AND EXEMPT REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF NEW CANAAN, CONNECTICUT, EFFECTIVE OCTOBER 1, 2018.

The Town of New Canaan, Connecticut (the "Town") is soliciting proposals from individuals or firms certified to engage in revaluation work in the State of Connecticut for the purpose of conducting a revaluation of all taxable and exempt real property located within the Corporate Limits of the Town of New Canaan, Connecticut for the October 1, 2018 Grand Lists mandated by C.G.S. §12-62 (the "Revaluation").

The October 1, 2018 Grand List takes effect with the Town's Fiscal Year 2019-2020, which starts on July 1, 2019. The contract completion date for completing the Revaluation will be as of the final signing of the 2018 Grand List which is currently scheduled for January 31, 2019.

As more fully set forth in the Revaluation Schedule set forth in the Revaluation Contract Specifications (see Exhibit 1 , pg. 14), the successful respondent must perform its work so that all of the informal public meetings with property owners, or their representatives, will be completed by December 15, 2018 or a late-completion penalty will be applied. Contractual obligations will continue for one year thereafter pending litigation proceedings against the values as set.

Statement of purpose: It is the intent of the Town to conduct a Revaluation of all taxable and tax exempt properties for the 2018 Grand List, subject to the following:

1. Contractor is to use the Town's Administrative Computer Program, QDS, WATERBURY, CT.
2. Contractor is to use CAMA Computer System, Vision Appraisal provided by the Town.
Contractor will be responsible for obtaining, at its own expense, any software or software support or licensing Required to complete the Revaluation.

Sealed proposals to perform the Revaluation in accordance with the Revaluation Contract Specifications will be received in the Office of the First Selectman:

Robert E. Mallozzi III
Town Hall
77 Main Street
New Canaan, CT 06840

Until Wednesday , November 30, 2016, at 12:00 Noon (EST) when proposals will be opened publicly.

Any proposal received after said date and time whether hand-delivered, submitted via United Postal Service or submitted via any other delivery service shall be declared invalid. All Proposals must be made on the enclosed Proposal Form in accordance with the instructions set forth therein, and placed in a sealed envelope. The sealed envelope shall be plainly marked "PROPOSAL FOR NEW CANAAN 2018 REVALUATION." No email submittals will be accepted.

Questions or requests for clarification on any provision of the enclosed specifications may be directed in writing via email to the Town Assessor, Sebastian Caldarella, at Sebastian.Caldarella@newcanaanct.gov. Please note that it may take the Town Assessor up to ten (10) business days to respond to any such written requests.

Respondents must conform to all requirements of the RFP instructions and conditions. The Town, at its discretion, may reject any non-conforming proposal. The Town may also reject any proposal of any respondent that materially misrepresents any submission.

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 New Canaan reserves the right to reject any, or any part of, or all proposals; to waive informalities and technicalities; and to accept that bid which the Town and Assessor deem to be in the best interest of the Town, whether or not it is the lowest dollar bid.

BY: _____

Robert E. Mallozzi III

FIRST SELECTMAN

TOWN OF NEW CANAAN, CONNECTICUT

DATE: _____

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PROPOSAL PROCESS

A. PROPOSAL PROCEDURES

1. Two (2) copies of the proposal shall be submitted. Proposals must be submitted in a sealed envelope clearly marked with:

Name of respondent, corporation, partnership or other entity (herein after referred to as the "Respondent")

Address of Respondent

The words "Proposal for the NEW CANAAN 2018 Revaluation"

Date of the proposal

2. Proposals submitted in unmarked envelope(s) which are opened by the Town in its normal course of business will not be accepted.
3. Proposals shall be indexed according to the Revaluation Contract Specifications (See Exhibit 1) in this Request for Proposal ("RFP") and pages shall be numbered consecutively. A proposal that is not indexed according to the Revaluation Contract Specifications (hereinafter "Contract Specifications") in this RFP will be classified non-conforming and may not be considered.
4. Proposals shall contain a Letter of Transmittal, including a statement by the Respondent accepting all of the terms and conditions contained in this RFP. The Proposal Form (See Exhibit 4) shall be signed and returned with the proposal.
5. Respondents must conform with all instructions and conditions when responding to this RFP. The Town, at its discretion, may reject any non-conforming proposal. The Town may also reject any proposal that materially misrepresents any submission. The Town shall be the sole judge as to whether any proposal complies with the specifications provided in this RFP, and such a decision shall be final and conclusive.
6. Each Respondent shall have read and be familiar with the Contract Specifications. The failure of any Respondent to examine any form or to fail to familiarize themselves with the conditions relating to the Specifications shall in no way relieve the Respondent from the requirements of this RFP. Negligence on the part of the Respondent in preparing its proposal confers no right of withdrawal or modification of the proposal after it has been opened.
7. The Town may accept proposals which take exception to any requirement in the RFP, or which offer any alternative to a requirement in the RFP. Any exception or alternative must be clearly delineated and cannot affect the substance of the RFP. Respondents shall state any exceptions taken to the proposal specifications using the indexing scheme of the RFP as a reference. These exceptions and alternatives shall be presented both within the body of the proposal, and within an appendix or attachment.
8. The Respondent shall provide a work plan using the format outlined in Section C, page 23 of the Contract Specifications, and incorporating those dates already stipulated. Unless approved, no changes can be made to those dates.
9. Copy of Respondent's Connecticut Revaluation Company certificate and copies of the certificates of its personnel to be employed for the Revaluation Project
10. Indication of how many years the Respondent has been engaged as a company, corporation, partnership or individual specializing in governmental property revaluation services.
11. Copy of the Respondent's audited financial statements for the last three (3) fiscal years.

12. Specify software that is not part of the Respondent's system but is recommended for the system to function to the highest degree possible.
13. Description of maintenance contractual options or mandates together with an estimate of the current annual cost for such maintenance. As described in the Contract Specifications software maintenance and enhancement are to be through January 31, 2019 at no additional cost to the Town.
14. Itemized summary of the Respondent's qualifications and experience. Include a description of the Respondent's advantages and strengths.
15. Listing of all Connecticut municipal reevaluations completed during the past five (5) years, including client contact, telephone number, size of municipality, scope of services rendered, and date completed.
16. Listing of all Connecticut municipal reevaluations now underway or under contract, including client contact, telephone number, size of municipality, scope of services to be rendered, and date to be completed.
17. Disclosure and description of any actions, suits, proceedings or investigations pending or threatened against or affecting the Respondent, at law or in equity, that have been initiated by any state or political subdivision for which the Respondent is performing or has performed revaluation services during the past five (5) years.
18. Listing of personnel to be assigned by Respondent to the Revaluation , including years of experience in current positions and other revaluation positions, municipalities served, and their roles in those reevaluations. See D (5) (B) & (C) of the Contract Specifications.
19. Description of Methodology.
20. Description of Sales Analysis performed to verify accuracy of valuations.
21. Description of verification process for sales used in the sales analysis.
22. Description of proposed public relations program that would be used during the Revaluation.
23. Create a work plan that addresses maintaining both CAMA systems with the most current information.

Failure to include any of the above requested items in the submitted Proposal will be grounds for disqualifying said Proposal.

**CONTRACT FOR THE COMPLETE STATISTICAL REAPPRAISAL
AND REVALUATION OF TAXABLE AND EXEMPT
REAL PROPERTY LOCATED WITHIN THE CORPORATE
LIMITS OF THE TOWN OF NEW CANAAN, CONNECTICUT
EFFECTIVE OCTOBER 1, 2018**

This agreement (the "CONTRACT") made and concluded this _____ day of _____ is by and between the Town of New Canaan, State of Connecticut (the "TOWN"), acting through its Chief Executive Officer, Robert E. Mallozzi III having been duly authorized, and _____ herein after termed the ("REVALUATION CONTRACTOR").

WITNESSETH, the TOWN, through its ASSESSOR, plans to undertake a complete reappraisal and revaluation of all taxable and exempt real property, residential and commercial, located within the corporate limits of the TOWN, for the Grand List of October 1, 2018 (the "Revaluation Project") and to engage the REVALUATION CONTRACTOR for this Project; and

WHEREAS, the REVALUATION CONTRACTOR is to assist the ASSESSOR in making such reappraisal and revaluation representing that the REVALUATION CONTRACTOR 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 local property tax purposes.

NOW, THEREFORE, the TOWN and the REVALUATION CONTRACTOR, for the consideration and in accordance with the terms and conditions hereafter set forth hereby agree as follows:

A. Contract Documents.

The CONTRACT shall consist of this CONTRACT and the terms and conditions of the Request for Proposal, (a copy of which is attached hereto) including the Revaluation Contract Specifications, the Proposal Form, any Addendums thereto, and any exhibits hereto, all of which are made a part of the CONTRACT with the same effect as though fully set forth herein.

Any conflict between the provisions of this CONTRACT and other Contract Document will be resolved in favor of the provision that provides for a higher standard of obligation by the REVALUATION CONTRACTOR.

B. The REVALUATION CONTRACTOR hereby represents, warrants and covenants to the TOWN as of the date hereof the following:

1. The REVALUATION CONTRACTOR is a corporation duly organized and existing under the laws of the State of Connecticut.
2. The undersigned representative of the REVALUATION CONTRACTOR has been authorized and empowered to execute this CONTRACT by a resolution of the REVALUATION CONTRACTOR'S Board of Directors dated: _____ .
3. The REVALUATION CONTRACTOR is experienced in mass revaluation of real property and is familiar with recognized appraisal practices and with the standards required for determining ad valorem values for local property tax purposes, and the REVALUATION CONTRACTOR and its agents and employees are properly qualified and certified/licensed by the State of Connecticut to perform the duties contemplated under the CONTRACT.
4. The REVALUATION CONTRACTOR is experienced in Computer Assisted Mass Appraisal revaluation and the REVALUATION CONTRACTOR and its agents and employees are

properly qualified and certified/licensed in the State of Connecticut to perform all those duties related to a computer revaluation.

5. The REVALUATION CONTRACTOR holds and will maintain in effect during the term of the CONTRACT, a currently valid Connecticut Revaluation Company Certification, as outlined in C.G.S. § 12-2c.
6. There are no previous, pending or anticipated criminal or civil actions , or investigations pending or at risk against or affecting the REVALUATION CONTRACTOR, that have been initiated by any state or political subdivision for which the REVALUATION CONTRACTOR is performing or has performed revaluation services during the past five (5) years, such actions, suits, proceedings or investigations must be disclosed in writing by the REVALUATION CONTRACTOR or on an exhibit executed by the REVALUATION CONTRACTOR and attached to and made a part of the REVALUATION CONTRACTOR'S PROPOSAL.
7. No statement of fact made by or on behalf of the REVALUATION CONTRACTOR in this CONTRACT, or in any certificate or exhibit furnished to the TOWN pursuant hereto contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein not misleading.
8. The REVALUATION CONTRACTOR understands all the terms and conditions of this CONTRACT, and hereby agrees to adhere to the terms and conditions herein..

C. EMPLOYMENT OF THE REVALUATION CONTRACTOR

The TOWN hereby engages the REVALUATION CONTRACTOR for the purpose of conducting a complete reappraisal and revaluation of all taxable and exempt real property, residential and commercial, within the corporate limits of the Town of New Canaan effective on the Grand List of October 1, 2018 (the "Revaluation") and, the REVALUATION CONTRACTOR hereby agrees to assist the TOWN ASSESSOR in conducting such Revaluation and to perform all the services and finish all the records, materials, forms, supplies, and systems required by and in complete accordance with the CONTRACT and the REVALUATION CONTRACT SPECIFICATIONS attached hereto as Exhibit 1 ("CONTRACT SPECIFICATIONS"). All such labor, records, materials, forms, supplies, and systems shall be in compliance with the requirements of the applicable Connecticut General Statutes, Special Acts and Regulations (See Exhibit 2) , rulings of the Secretary of the Office of Policy and Management, ordinances and agreements of the TOWN, and pertinent court decisions of all applicable courts in effect as of October 1, 2018.

After the services of the REVALUATION CONTRACTOR to the TOWN pursuant to this CONTRACT have been completed, the REVALUATION CONTRACTOR shall continue to be obligated to provide the TOWN with access to any of the REVALUATION CONTRACTOR's records related to the Revaluation which the TOWN may request from time to time in the future. The REVALUATION CONTRACTOR shall continue to be obligated to respond to any such requests from the TOWN within a reasonable period of time.

D. COMMENCEMENT AND COMPLETION DATES; PENALTIES

1. The REVALUATION CONTRACTOR agrees to commence the work no later than October 1, 2017.
2. The REVALUATION CONTRACTOR agrees to complete the work through the informal public hearings and delivery of all finalized records and appraisals and the updated CAMA database in accordance with the Revaluation Contract Specifications on or before January 1, 2019.
3. The REVALUATION CONTRACTOR agrees to adhere to the Revaluation Schedule set forth in the CONTRACT SPECIFICATIONS (See Section 11 C).

4. The REVALUATION CONTRACTOR shall pay the TOWN liquidated damages in the sum of One Thousand (\$1,000) Dollars per day for each day lost caused by the failure of the REVALUATION CONTRACTOR to complete the work as of the time stipulated in the Revaluation Schedule set forth in Subsection 11 C (2) of the CONTRACT SPECIFICATIONS.
5. The REVALUATION CONTRACTOR shall pay One Thousand (\$1,000) Dollars per day penalty for failure to deliver appraisals to the ASSESSOR in accordance with each of the deadlines in the appraisal delivery schedules as stated in the section entitled "Completion Dates" in Subsection 11 C (2) of the CONTRACT SPECIFICATIONS.

E. SEVERABILITY

In the event that any part of any clause or provision of this CONTRACT 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.

E. TRANSFER, ASSIGNMENT AND SUBLETTING OF CONTRACT

The REVALUATION CONTRACTOR agrees that it shall not transfer, assign or sublet the CONTRACT, or any part herein without first receiving prior written approval from the ASSESSOR and the Bonding company, and further agrees that any such assignment or transfer without prior written approval of both the ASSESSOR and bonding company shall in every case be null and void and further agrees that any such approval, if given, by the ASSESSOR and the bonding company shall not release the REVALUATION CONTRACTOR from any responsibility or liability as set forth in the CONTRACT.

F. CONTRACT PRICE

The TOWN agrees to pay to the REVALUATION CONTRACTOR the total sum of _____ as compensation for the REVALUATION CONTRACTOR'S services to be performed and the records, materials, forms, supplies and systems to be furnished by the REVALUATION CONTRACTOR. The sum described in the above mentioned sentences represent the final and complete price for all services, items and systems furnished by, and expenses incurred by the REVALUATION CONTRACTOR pursuant to this CONTRACT. The REVALUATION CONTRACTOR and the TOWN agree that the methods of billing and payment schedule shall be as set forth in the CONTRACT SPECIFICATIONS, including fiscal year limitations.

G. WAIVER

No action or failure to act by the TOWN shall constitute a waiver of any right or duty afforded it under this CONTRACT, nor shall it prohibit the TOWN from future exercise of any such right.

H. STANDARDS OF SERVICE

The REVALUATION CONTRACTOR, at all times, shall act in good faith and use its best efforts to provide high quality services to assist the ASSESSOR in conducting the REVALUATION.

**IN WITNESS HEREOF, THE TOWN OF NEW CANAAN , Connecticut and _____
_____ have executed this CONTRACT on the date first above mentioned.**

IN THE PRESENCE OF:

TOWN OF NEW CANAAN,
CONNECTICUT

BY: _____

(Seal)

(Seal)

BY: _____

**AGREEMENT
ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

State of Connecticut

Federal ID # _____

County of _____

On this _____ day of _____, 20 _____ before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the same person whose name is subscribed to the within instrument and acknowledged that he resides at _____

and that he is the _____ division of _____ the corporation described in and which executed the foregoing instrument, and that he knows the seal of said corporation, that one of the impressions affixed to said instrument is an impression of such seal, that it was so affixed by order of the Directors of said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC

EXHIBIT I

**REVALUATION CONTRACT SPECIFICATIONS
TOWN OF NEW CANAAN, CONNECTICUT**

A. DEFINITIONS

1. **ASSESSOR:** The word "ASSESSOR" shall mean the duly appointed TOWN ASSESSOR of the TOWN OF NEW CANAAN.
2. **CONTRACT SPECIFICATIONS OR SPECIFICATIONS:** The terms "CONTRACT SPECIFICATIONS" OR "SPECIFICATIONS" shall mean Exhibit 1, Revaluation Contract Specifications which has been attached to and made a part of the CONTRACT between the TOWN and the REVALUATION CONTRACTOR.
3. **REVALUATION OR PROJECT:** The word "PROJECT" or "REVALUATION" shall mean the reappraisal and revaluation of all real property, commercial and residential, tax and tax exempt, within the corporate limits of the Town of New Canaan for the 2018 Grand List, in accordance with the terms of the CONTRACT.
4. **REVALUATION CONTRACTOR:** The words "REVALUATION CONTRACTOR" shall mean the company hired to perform the complete reappraisal of the TOWN OF NEW CANAAN.
5. **CONTRACTOR:** The word "CONTRACTOR" shall mean and shall be used interchangeably with the word "REVALUATION CONTRACTOR."
6. **TOWN:** The word "TOWN" shall mean the TOWN OF NEW CANAAN, Connecticut.

B. SCOPE OF THE REVALUATION

1. **Basic Scope:** The complete statistical reappraisal and revaluation of all taxable and exempt residential real property, and a complete measure and list of all commercial properties, within the corporate limits of the TOWN OF NEW CANAAN. (See Exhibit 3). The REVALUATION CONTRACTOR shall furnish all labor, materials, supplies, forms equipment and systems and perform all work for the PROJECT in accordance with the CONTRACT and these CONTRACT SPECIFICATIONS. The REVALUATION CONTRACTOR shall provide Digital Photo Imaging for each primary structure on all parcels.

All work will be carried out and all forms, materials, supplies, and systems utilized for this PROJECT, shall conform to and be carried out in accordance with the applicable Connecticut General Statutes, Special Acts and Regulations, including but not limited to those referenced in Exhibit 2 hereto, rulings of the Secretary of the Office of Policy and Management, pertinent decision of applicable courts, and ordinances of the TOWN. The revaluation will be performed under the direct supervision and approval of the ASSESSOR.

The values to be determined shall be the full fair market value as defined in Section 12-63 of the Connecticut General Statutes and shall be based upon recognized methods of appraising and conform to USPAP (Uniform Standard of Appraisal Practice).

The PROJECT will cover and include all property in the TOWN OF NEW CANAAN, in the following categories:

- I. All taxable real estate, land, buildings and improvements.
- II. All tax exempt real estate, land, buildings and improvements
- III. All Real Property.
 - IV. Public Utility real estate , land, buildings and improvements,

Personal Property valuation shall not be part of this CONTRACT

The REVALUATION CONTRACTOR shall provide certain services and recommendations of value to the ASSESSOR which is intended for exclusive use as recommendation of value for determinations of assessment for ad valorem tax purposes. Any use other than that stated above is not authorized or intended, and most specifically excluded is an opinion of value used for federally related real estate transactions or other mortgage lending purposes.

2. **Effective Date:** The effective date of the REVALUATION shall be the assessment date of October 1, 2018. All final values will reflect the October 1, 2018 market value. Assessment will be 70% of market value as required by state statute, rounded to the nearest ten dollars.
3. **Computer Assisted Mass Appraisal:** This PROJECT is to utilize Computer Assisted Mass Appraisal technology. The REVALUATION CONTRACTOR will utilize the Town's Computer Assisted Mass Appraisal software.

C. DATA ABOUT NEW CANAAN

1. **Physical Data:** The TOWN OF NEW CANAAN is located in the Western portion of the State of Connecticut in Fairfield County. The Merritt Parkway and Routes 106 and 123, provide the basis for an excellent transportation system. New Canaan has an estimated population of 21,000 and land area of approximately 23 square miles.
2. **Government:** The TOWN OF NEW CANAAN has a Selectman/Town Council form of government. The term of office for the Selectman and the Board of Selectmen terms are two years. The total number of members on the Board of Selectmen is three (3). The Town Council is the legislative body of the TOWN. The First Selectman is the TOWN'S Chief Executive Officer.
3. **General Assessment and tax information:** The last revaluation was effective as of October 1, 2013 ("2013 Grand List"). The mill rate for the 2013 Grand List is 15.542, with a gross taxable Grand list of \$8,052,488,253.
4. **Parcel Information:** The October 1, 2013 Grand list had 7394 parcels in total. 5651 residential; 210 vacant residential lots; 947 condominiums; 111 condominium garages; 241 commercial properties; 13 utility/industrial properties and 221 exempt properties.

Additional charges by the REVALUATION CONTRACTOR for differences in parcel counts shall not be permitted by the TOWN. It is the responsibility of the REVALUATION CONTRACTOR to estimate adjustments in parcel counts from the estimated parcel counts stated for October 1, 2013 to the actual parcel counts for October 1, 2018.

D. GENERAL CONDITIONS

1. **Project Award:** The TOWN OF NEW CANAAN, reserves the right to reject any, or any part of, all PROPOSALS; to waive formalities and technicalities and to accept that PROPOSAL which the TOWN and the ASSESSOR deem to be in the best interest of the TOWN whether or not it is the lowest proposal amount.

Consideration in the awarding of the CONTRACT will be given, but not limited to, price, the accuracy and responsiveness of the CONTRACTOR, the experience, competence and financial condition of the CONTRACTOR, time for completion and/or labor force adequate to perform the work, the nature and size of the CONTRACTOR'S organization, quality and ease-of-use of the Computer Assisted Mass Appraisal software system and a determination by the TOWN that the CONTRACTOR has the ability to complete the PROJECT successfully.

The final award of a CONTRACT will be subject to the approval of the Board of Selectmen.

2. **Certification:** The CONTRACTOR must hold from the time of submission of the PROPOSAL through the completion of all work herein required, a valid Connecticut Revaluation Company Certification pursuant to Section 12-2c of the Connecticut General Statutes). In addition to submitting a copy of the REVALUATION CONTRACTOR'S Connecticut Revaluation Company Certificate with its proposal, the REVALUATION CONTRACTOR shall supply to the ASSESSOR, a copy of its current certificate each April 1 and October 1 during each year from the signing of the Contract until the completion of all work herein required.
3. **Bid Requirements.** The Respondent must submit, as part of its Proposal, a schedule and percentage of completed work based upon the experience of the Respondent in performing revaluations, and based upon the CONTRACT SPECIFICATIONS as set forth in this CONTRACT in the sections entitled "Payment Schedule" and "Completion Dates",
4. **Office Hours and Staffing:** The REVALUATION CONTRACTOR shall maintain an office provided by the TOWN OF NEW CANAAN. This office shall be open during regular Town Hall hours: 8:30 AM to 4:30 PM, Monday through Friday, throughout the term of this PROJECT and through the conclusion of the public hearings. This office shall be staffed with no less than one (1) full time clerical person as well as other qualified and certified full time persons so as to insure the successful completion of this PROJECT in accordance with the completion dates set forth in these CONTRACT SPECIFICATIONS and any addenda hereto.

Any change in hours or personnel must receive prior written approval by the ASSESSOR. The REVALUATION CONTRACTOR shall maintain telephone service during said business hours. At the commencement of the PROJECT there shall be at least two (2) telephones and two (2) telephone lines or numbers. Telephone numbers shall be published in the local newspaper at a time agreed to by the ASSESSOR and the REVALUATION CONTRACTOR. Additional telephone lines will be added by the REVALUATION CONTRACTOR at the discretion of the ASSESSOR in preparation for the informal hearings.

A phone answering machine shall be installed at the REVALUATION CONTRACTOR'S expense to operate whenever the office is not staffed. The machine shall have a message to be mutually agreed upon by the ASSESSOR and the REVALUATION CONTRACTOR. Said message shall include, at a minimum, the office hours, forwarding number and person to contact. The REVALUATION CONTRACTOR shall assume all costs related to the telephone service.

5. **Personnel:** The REVALUATION CONTRACTOR shall provide experienced and qualified personnel, as hereinafter provided and must comply with the requirements of the Equal Employment Opportunity provisions of federal and state government.
 - A. **Affirmative Action Requirements & Equal Opportunity:**

The REVALUATION CONTRACTOR must be in compliance with all municipal, state and federal Affirmative Action and Equal Opportunity requirements. The REVALUATION CONTRACTOR shall be in compliance with State of Connecticut Executive Order #3 and #7 and all applicable rules and guidelines as set forth by the State Labor Commission.
 - B. **Qualifications of Personnel:**

All personnel assigned to this PROJECT shall be subject to approval by the ASSESSOR and shall be caused to be removed from this PROJECT by the REVALUATION CONTRACTOR upon written recommendation of the ASSESSOR. All personnel assigned to this PROJECT shall be certified by the State of Connecticut at the appropriate level at which they will be working. At the commencement of the PROJECT, the REVALUATION CONTRACTOR shall submit to the TOWN a written list of all personnel assigned to this PROJECT with their duties, starting date and qualifications, and shall maintain this list throughout this PROJECT. Additionally, the REVALUATION CONTRACTOR shall provide the ASSESSOR with a copy of the Connecticut Certificate of each person required to be certified in accordance with Section 12-2b of the

Connecticut General Statutes. The Certificates shall be provided prior to any actual work on this PROJECT by those personnel.

C. Basic Qualifications:

1. **Project Manager:** Administration of this PROJECT shall be assigned by the REVALUATION CONTRACTOR to a Project Manager. He/She shall be certified by the State of Connecticut pursuant to Section 12-2b of the Connecticut General Statutes as a revaluation supervisor and have not less than five (5) years of practical appraisal experience involving extensive experience on commercial, industrial, apartment, and residential type properties.. The Project Manager shall spend no less than 5 of 7 days per week in the Town of NEW CANAAN, until the REVALUATION is complete.
2. **Appraisers And Reviewers:** Appraisers and Reviewers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2b (C.G.S.) and shall not have less than five (5) years of practical appraisal experience in the appraisal of the particular type properties for which they are responsible. Two years of this experience shall have been in the mass appraisal field and occurred within the past five (5) years.
3. **Measurers and Listers:** Measurers and Listers shall have not less than six (6) months of experience and training in this phase of a revaluation project. Any field person who does not meet the above qualifications must work under the direct supervision of an Appraiser, Reviewer or Project Manager, who is certified pursuant to Section 12-2b of the Connecticut General Statutes). The Project Manager is required to notify the ASSESSOR of the names, starting dates, qualifications, and field assignment of all Measurers and Listers. Minimum age for Measurers and Listers shall be eighteen (18) years of age.

The REVALUATION CONTRACTOR must exercise extreme prudence over the instruction and supervision of the Measurers and Listers, emphasizing the absolute necessity for the Measurers and Lister to help establish a favorable relationship with the property owners. Supervisor personnel will oversee the Measurers and Listers on no more than a one to five ratio through the data collection phase of the PROJECT. The supervisor (s) and Measurers and Listers shall work closely with the ASSESSOR to guarantee accuracy and reliability in the data collection.

The REVALUATION CONTRACTOR shall give all Measurers and Listers clear and unquestionable instruction that they absolutely shall not discuss with any property owner or property occupant in the TOWN, the value or the assessment of any property they inspect, the property taxes being paid on the property being inspected, or any aspect of the local budget or various TOWN issues or political matters.

6. **Employment, Transfer or Release:** Whenever any person who is employed by the REVALUATION CONTRACTOR and is assigned to this PROJECT is released from employment, or transferred from this PROJECT, the ASSESSOR shall be notified in writing of the individual's name and date of occurrence.
 - Whenever new personnel are assigned to this PROJECT in any capacity, the ASSESSOR shall be notified in writing of the individual's name, qualifications, starting date, and assigned duties.
 - All revaluation employees assigned to this PROJECT shall be subject to the approval of the ASSESSOR.
7. **Identification:** All Field personnel shall carry ID cards which shall include a photograph, supplied by the REVALUATION CONTRACTOR and signed by the ASSESSOR. Personnel

will not be allowed in the field unless an ID card is obtained. All automobiles used by field personnel shall be registered with the Town of NEW CANAAN Police Department and the ASSESSOR giving license number, year, make, model, and color of the vehicle.

8. **Background checks.** All personnel will be subject to background checks by the New Canaan Police Department.
9. **Conflict of Interest:** It is specifically agreed that no resident of the TOWN or TOWN employee shall be employed by the REVALUATION CONTRACTOR other than in a clerical capacity, without the written approval of the ASSESSOR.

10. **Protection of the Town:**

A. **Bonding:**

Each Respondent shall be required, when submitting a PROPOSAL, to secure a BID BOND or to submit a CERTIFIED CHECK equal to ten percent (10%) of the Proposal amount to protect the TOWN from default. Said BOND or CHECK shall be given as security that if the PROPOSAL is accepted, a CONTRACT will be entered into. The BID BOND or CERTIFIED CHECK shall be forfeited and the principal amount of said BID BOND shall be paid to the TOWN as an agreed amount of liquidated damages in case of failure to enter into the CONTRACT.

The REVALUATION CONTRACTOR awarded the CONTRACT, shall, to secure the faithful performance by the REVALUATION CONTRACTOR of the terms of the CONTRACT, furnish to the ASSESSOR a Performance Surety Bond in the amount of the Contract Price, which bond shall be issued by a reputable bonding company licensed to do such business in the State of Connecticut, and acceptable to the TOWN. Said bond shall be in form satisfactory to and approved by the TOWN'S Attorney. The performance bond shall be delivered to the ASSESSOR after signing of the CONTRACT and prior to commencement of actual work. Commencement of the Revaluation prior to the approval by the TOWN of the Performance Surety Bond submitted by the REVALUATION CONTRACTOR and prior to written notice to proceed from the TOWN shall be grounds for the cancellation of the CONTRACT.

- B. **Insurance:** The REVALUATION CONTRACTOR shall procure and maintain insurance, until all work associated with this PROJECT is completed, against claim for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the REVALUATION CONTRACTOR and/or any of its agents, employees, representatives or subcontractors. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to the TOWN. The cost of such insurance, including required endorsements, exclusions is required for all required coverage's.

1. **Workers Compensation Coverage (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 including a waiver of subrogation in favor of the TOWN.
2. **Broad Form Commercial General Liability Coverage:** Which names the TOWN as an additional insured, written on a "per-occurrence" basis and with an aggregate cap no less than three (3) times the required limit: \$ 1,000,000 Combined Single Limit (C.S.L.).
3. **Automobile Liability Coverage:** Including coverage for owned, hired or borrowed vehicles, \$2,000,000 Combined Single Limit (C.S.L.).
4. **Errors and Omission Coverage:** \$1,000,000 Combined Single Limit (C.S.L.).

5. **All insurance companies** shall have the duty to defend the TOWN against any and all liability or property damage claims arising from the conduct of the REVALUATION CONTRACTOR and/or its agents or employees.

An Insurance Certificate will be required to be filed with the ASSESSOR. Certifying coverage and limits of automobile, bodily injury liability, property damage liability and Worker's Compensation. THE FOLLOWING UNDERSCORED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE INSURANCE CERTIFICATE. The TOWN OF NEW CANAAN is named as Additional Insured on the insurance covered name herein for claims arising out of the REVALUATION CONTRACTOR'S performance of the contract herein. The CONTRACTOR'S insurance shall be primary and non-contributory and shall contain a waiver of subrogation in favor of the TOWN.

6. **Each insurance coverage** named above shall provide not less than a thirty (30) day notice of cancellation to the TOWN OF NEW CANAAN. The REVALUATION CONTRACTOR shall, within fourteen (14) days of signing this CONTRACT, deliver to the ASSESSOR certificates of insurance to show compliance with the above, Commencement of work prior to written approval by the TOWN of said certificates of insurance and prior to notice to proceed from the TOWN, shall be grounds for the cancellation of the contact.
- C. **Patent/License Copyright Liability:** The REVALUATION CONTRACTOR shall hold the TOWN harmless and defend the TOWN from liability of any nature or kind, including costs and expenses for, or on account of, any patented, licensed or copyrighted equipment, materials, articles or processes used in the performance of this CONTRACT.
 - D. **Bankruptcy, Receivership, Insolvency:** If the REVALUATION 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 six (60) days, or 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 rights hereunder to terminate the CONTRACT and withhold any payments due.
 - E. **Hold Harmless Agreement:** The REVALUATION 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 damages for bodily injury, including death or property damages sustained by any party, including officers, agents and employees of the REVALUATION CONTRACTOR provided that such damages are not attributable to negligence or willful misconduct on the part of the TOWN, its officers, agents and employees. Said hold harmless clause shall include, but not be limited to investigation, defense and settlement or payment or judgment of any legal liabilities. The TOWN shall, at all times defend, indemnify, protect and hold harmless the REVALUATION CONTRACTOR, its officers, agents and employees against all claims or demands arising out of any valuation disputes, brought or recovered against it by third parties, whether based in contract, negligence or otherwise. Notwithstanding the above, neither party shall be liable to the other for consequential, indirect or incidental damages, including but not limited to, loss of tax revenue or claims related to valuation of property, even if attributable to the negligence or other fault of the party hereby released.
 - F. **Liquidated Damages/Penalties:** Failure by the REVALUATION CONTRACTOR to complete all work on or before the dates specified herein shall be cause for penalty payments by the REVALUATION CONTRACTOR on the written request of the ASSESSOR for each day beyond the specified date of completion. For additional penalty provisions reference is made to the sections of these CONTRACT SPECIFICATIONS entitled "Performance Criteria" and "Interior Inspection". For the purposes of this section,

the following completion dates are subject to the ONE THOUSAND DOLLARS (\$1,000.00) PER DAY PENALTY.

- July 30, 2018: All properties with new structures under construction measured and listed. (Only remaining measuring and listing are adjustments for current additions and alteration permits.)
- November 15, 2018: All assessment notices addressed and mailed.
- January 1, 2019: Informal hearings completed, hearing determination notices completed and mailed, the computer file updated for all final values as they appear on the property record cards, all property record cards finalized and delivered to ASSESSOR in street order and all revaluation records items and systems are delivered to the ASSESSOR in accordance with this CONTRACT and CONTRACT SPECIFICATIONS.

Each periodic delivery date for completed appraisals on draft property record cards to the ASSESSOR as listed in the section "Completion Dates" (See Subsection 11 C (2)) are also subject to penalty. Failure by the REVALUATION CONTRACTOR to deliver all required appraisals on or before each of the dates specified in the sections "Completion Dates" shall be cause for penalty payment by the REVALUATION CONTRACTOR in the amount of ONE THOUSAND DOLLARS (\$1,000.00) PER DAY for each day and for each of the dates that the REVALUATION CONTRACTOR fails to have delivered the required number of appraisals. There is no requirement for the ASSESSOR to give seven days notice by certified mail for the implementation of these ONE THOUSAND DOLLAR PER DAY PENALTIES in this section.

Liquidated damages/penalties due under this clause, or sections of these CONTRACT SPECIFICATIONS shall be deducted from the CONTRACT price and represent a fair and equitable estimate of the damages the TOWN will suffer if the REVALUATION CONTRACTOR'S work is not completed on or before the specified dates or is not in conformance with the standard of these SPECIFICATIONS. The TOWN shall have the right to use the funds withheld from each periodic payment under terms of these CONTRACT SPECIFICATIONS to satisfy, in whole or in part, the liquidated damage penalties provided in these SPECIFICATIONS. Delays occasioned by war, strike, explosion, Act of God or Order of Court or other public authorities are accepted.

- G. **Termination:** If the REVALUATION CONTRACTOR fails to perform the CONTRACT in accordance with the terms of the CONTRACT or these CONTRACT SPECIFICATIONS or if the TOWN reasonably doubts that the REVALUATION CONTRACTOR'S work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in these CONTRACT SPECIFICATIONS and any addendum thereto, or if the REVALUATION CONTRACTOR fails to maintain Connecticut certification as required in these CONTRACT SPECIFICATIONS, the TOWN shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the REVALUATION CONTRACTOR and its surety or 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 REVALUATION CONTRACTOR'S agent and employees shall, at the ASSESSOR'S direction, vacate in an orderly fashion any office space provided by the TOWN, leaving behind all records properly filed and indexed, as well as all 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 cost in obtaining another contractor and supervising the transition. Termination of the CONTRACT and retention of funds by the TOWN shall not prevent the TOWN from bringing an action against the REVALUATION CONTRACTOR for damages or exercising any other legal, equitable or contractual right the TOWN may possess, in the event of the REVALUATION CONTRACTOR'S failure to perform.

- H. **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 the clause or provision and such remainder shall be binding upon the parties to this CONTRACT.
- I. **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 of any such a right.
- J. **Default or Misrepresentation:** The TOWN may void the CONTRACT if the REVALUATION CONTRACTOR has materially misrepresented any offering or defaults on any contract with a Connecticut municipality. The REVALUATION CONTRACTOR shall, also, immediately notify the TOWN of any claim or case formally brought against the REVALUATION CONTRACTOR.

11. Time Schedule:

- A. **Awarding of CONTRACT:** Within a reasonable time after the opening of the PROPOSALS, the TOWN will award a CONTRACT for the revaluation PROJECT. The TOWN reserves the right to reject any, or any part of, or all PROPOSALS.
- B. **CONTRACT Signing:** Within seven (7) days after the TOWN has sent Notice of Award to the selected REVALUATION CONTRACTOR that REVALUATION CONTRACTOR shall execute with the TOWN a CONTRACT based on these CONTRACT SPECIFICATIONS. Changes to the CONTRACT SPECIFICATIONS will be permitted only upon written mutual agreement of the REVALUATION CONTRACTOR and the TOWN.

C. Revaluation Schedule:

1. **Start:** The REVALUATION CONTRACTOR shall start the revaluation work within ONE (1) week of written notice to proceed. Thereafter the REVALUATION CONTRACTOR must continue in a diligent manner so as to ensure completion within the schedule of completion dates as set forth below. **TIME IS OF THE ESSENCE**
2. **Completion Dates:** The REVALUATION PROJECT must be completed in accordance with the following schedule:
 - Complete residential, commercial, industrial, public utility, special purpose and tax exempt data collection by **August 16, 2018**. (Work on then current building permits excepted.)
 - Complete land study and values analysis to begin appraisals by **May 12, 2018**.
 - Complete building cost manual to begin appraisals by **May 12, 2018**.
 - Complete market data study to begin appraisals by **May 12, 2018**.
 - Complete study of market rents, expenses and capitalization factor to begin appraisals by **June 30, 2018**.
 - Deliver completed residential appraisals on draft property records cards (field cards with all measurement sketches, listings, pricing, review and values) to the ASSESSOR by **January 1, 2019**.
 - Deliver completed commercial, industrial, public utility, apartment special purpose and tax exempt property appraisals on draft property record cards (field cards with all measurements, sketches, listings, pricing, review and values including assessment computation to the ASSESSOR by **January 1, 2019**.
 - ASSESSOR completes his/her review and final market adjustments are made no later than **November 1, 2018**.
 - Final property record computer cards printed and arranged in map and lot order no later than **November 10, 2018**.
 - Assessment notices shall be mailed no later than **November 15, 2018**.

- Informal hearings are to begin no later than **December 1, 2018** and end no later than **December 15, 2018**. Hearings shall begin no earlier than seven (7) days after the mailing of the assessment notices.
 - Informal hearings completed; determination notices completed and mailed; the computer file is updated for all final appraisals; all property record cards are finalized and delivered to the ASSESSOR in street order and all revaluation records, items and systems are delivered to the ASSESSOR in accordance with the CONTRACT and CONTRACT SPECIFICATIONS no later than **January 1, 2019**.
3. **Initial Appraisal Quality Check:** Printout of the previous assessment (*i.e., October 1, 2017 Grand List*) and assessment for the October 1, 2018 Grand List ("2018 Grand List") will be supplied to the ASSESSOR starting on July 5, 2018, and weekly thereafter until the completion of the public hearings. The print out shall include appraisals given to the ASSESSOR that week. In addition, all changes made by the ASSESSOR property values as a result of their review will be changed within one week of receiving the changes from the ASSESSOR and shall be included in the printout for the following week, separately noted as a revision.
 4. **Assessment Date:** The completed appraisals, upon approval by the ASSESSOR will serve as a basis for assessments **effective** on the October 1, 2018 Grand List. Notwithstanding the dates mentioned above for any task, all values are to be based on the assessment date of October 1, 2018 and the properties as they exist in NEW CANAAN on that date.
 5. **Delays:** The REVALUATION CONTRACTOR shall not be liable for delays caused by reason of war, strike, explosion, Act of God, Order of Court or other public authority.

12. Payment Schedule:

A. Periodic Payments:

On the last business day of the month following the execution date of this contract, and on the last business day of each month thereafter during the period covered by this CONTRACT, the REVALUATION CONTRACTOR is to certify by written progress report to the ASSESSOR, the percentage of the total work completed under the CONTRACT which REVALUATION CONTRACTOR has performed during the said month. The form of progress report shall itemize and accurately indicate the extent and nature of work performed by volume, street, category or in any manner as required by the ASSESSOR.

Payments shall be paid in the following manner: Thirty (30) days after the execution date of the CONTRACT and at the end of each thirty (30) day period thereafter during the period covered by the CONTRACT, the CONTRACTOR is to certify, in writing, to the Assessor the percentage of the total work completed under the CONTRACT which the CONTRACTOR has performed during said thirty (30) day period. The TOWN upon determination by the Assessor, 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 performed during said periods less ten (10%) percent, which is to be retained by the TOWN for payment to CONTRACTOR. If the ASSESSOR determines that the CONTRACTOR'S certification is inaccurate, that periodic payment shall be omitted, delayed, or adjusted accordingly. Upon completion of the duties of THE BOARD OF ASSESSMENT APPEALS with respect to the 2018 Grand List, and upon determination by the TOWN and certification by the ASSESSOR that the CONTRACTOR has performed fully and satisfactorily all its obligations and requirements under the CONTRACT specifications including with the defense of any litigation brought about by the Revaluation the retained ten (10%) percent of the Contract price is to be paid to the CONTRACTOR.

B. Fiscal Year Limitations:

Notwithstanding the foregoing, it is understood the TOWN appropriation for the Contract for the Fiscal year July 1, 2017 to June 30, 2018, is limited to \$150,000 and no amount in excess thereof shall be paid to the REVALUATION CONTRACTOR during the period of July 1, 2017 to June 30, 2018. The remainder of the CONTRACT price due the REVALUATION CONTRACTOR shall be paid in the 2017-2018, 2018-2019 fiscal years according to the provisions of this section. Said amount available for 2017-2018, 2018-2019 AND 2019-2020, shall be based on approved budget amounts per each fiscal year. The TOWN will not be liable to the CONTRACTOR for any cost in any fiscal year in excess of that year's annual appropriation.

These SPECIFICATIONS contain a schedule of revaluation work and percentages of completion. Within thirty (30) days of the signing of the CONTRACT, the REVALUATION CONTRACTOR shall submit to the ASSESSOR for approval a complete PROJECT work plan. Said plan should list key PROJECT activities and include the start and completion date for each. The plan should estimate the total work days required to complete an activity, the value of each phase expressed as a percentage of the total contract or expressed as the dollar amount for that activity, type of personnel required for each activity and the number of such personnel to be assigned to the activity. The PROJECT work plan, biweekly meetings shall form the basis for management of the PROJECT by the ASSESSOR and the REVALUATION CONTRACTOR.

C.	%OF	%OF	%OF
CATEGORY	TOTAL PROJECT	ITEM COMPLETE	TOTAL PROJECT COMPLETE
• Full measure, List and collect data of all Commercial properties including Exempt, Industrial & Public Utility	10%		
• Measure, List & Collect Data of Residential Sales	10%		
• Pricing of Cards & Miscellaneous Developing Appraisal Modules	10%		
• Develop Schedules, Sales Verification Testing of Market	38%		
• Review of Residential, Commercial, Industrial, Public Utility (All taxable and non taxable Real Property)	21%		
• Check and List all new Construction	3%		
• (Final Check)	2%		
• Prepare and Mail Notices, (Postage Included)	2%		
• Informal Review Hearings and Notification (Postage Included)	3%		
• Turnover	1%		

NOTE: The above percentages are subject to modification by the Assessor. Also the percentage of the total project shall be multiplied by the percentage of that portion's project completed to get the percentage of total project complete; the percentage of total project complete shall be multiplied by the contract price to equal the amount due less ten (10%) percent, will equal amount payable.

E. RESPONSIBILITIES OF REVALUATION CONTRACTOR

1. **GOOD FAITH:** The REVALUATION CONTRACTOR shall, in good faith, use its best efforts to assist the ASSESSOR 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 the CONTRACT and CONTRACT SPECIFICATIONS.

The REVALUATION CONTRACTOR is responsible for fulfilling all of the stated requirements in this CONTRACT and CONTRACT SPECIFICATIONS in a timely fashion, consistent with a good faith effort. The REVALUATION CONTRACTOR shall provide training for appropriate TOWN personnel, adequate to provide them with the **knowledge** necessary to understand and use the appraisal system and or other software installed by the REVALUATION CONTRACTOR.

The REVALUATION CONTRACTOR by virtue of the CONTRACT and CONTRACT SPECIFICATIONS shall provide certain services and recommendations of value to the ASSESSOR, which is intended for exclusive use as recommendation of value for determinations of assessment for ad valorem tax purposes. Any use other than that stated above is not authorized or intended, and most specifically excluded is an opinion of value used for federally related real estate transactions or other mortgage lending purposes.

2. **PUBLIC RELATIONS:** Public relations will be the sole responsibility of the ASSESSOR.

Also, prior to data collection in any area, the REVALUATION CONTRACTOR shall notify the owner or occupant of any property expressing the intent to inspect the interior of the property. This written notification will be made at least seven (7) days prior to the initial effort to gain entry into the property. The notifications shall be at the expense of the REVALUATION CONTRACTOR and the format and content of the notice must be approved by the ASSESSOR.

The REVALUATION CONTRACTOR must exercise extreme vigilance over the instruction and supervision of the Measurers and Listers emphasizing the absolute necessity for such data collectors to help establish a good relationship with the property owners.

The REVALUATION CONTRACTOR shall give all Measurers and Listers clear and unequivocal instruction that they shall not discuss with any property owner or property occupant in the TOWN, the value or the assessment of any property they inspect, the property taxes being paid on the property being inspected, or any aspect of the local budget or various TOWN issues or political matters.

- A. **PUBLIC INFORMATION PROGRAM:** All public informational programs will be approved by the ASSESSOR. All meetings with local officials, civic groups, or public meetings are to be conducted at the approval of the ASSESSOR.

3. **Conduct of REVALUATION CONTRACTOR'S Employees:** As a condition of the CONTRACT, the REVALUATION CONTRACTOR'S employees shall, at all times, treat the residents, employees and taxpayers of the TOWN with respect and courtesy. The REVALUATION CONTRACTOR shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

A dress code (subject to the ASSESSOR'S approval) must be developed by the REVALUATION CONTRACTOR and adhered to.

The REVALUATION CONTRACTOR shall give all Measures and Listers clear and unequivocal instruction that they shall not discuss with any property owner or property occupant in the TOWN, the value or the assessment of any property they inspect, the

property taxes being paid on the property being inspected, or any aspect of the local budget or various TOWN issues or political matters.

4. **Records:** The REVALUATION CONTRACTOR shall provide all property record cards (field cards), supplies, equipment, forms, literature, papers and systems to be used in this PROJECT at no additional cost to the TOWN. The ASSESSOR shall provide two terminals for the use of the REVALUATION CONTRACTOR.
 - A. All data entry throughout the PROJECT shall be the responsibility of the REVALUATION CONTRACTOR.
 - B. **Property Record Cards (Field Cards):** The REVALUATION CONTRACTOR shall supply property records cards, commonly referred to as "field cards". These cards shall be filed in street order.
 1. **Necessary Card Information:** These cards shall contain all manner of information affecting value, including but not limited to address of the property, ASSESSOR'S Map/Block/Lot identification as to usage, owner of record as of October 1, 2018, source of title, size, shape, and physical characteristics of land, with breakdown of front feet, square feet or acreage as applicable, along with unit of value applicable to each, public utilities available, public improvements, census tract number, zoning in effect as of assessment date, a breakdown of the assessed valuation as to categories prescribed by the Secretary of the Office of Policy and Management as adapted by the ASSESSOR and a sketch of all buildings, with a listing of all components of each building. The component listing shall include, but is not limited to, type of foundation, exterior walls, roof, roof type, floors, basement and attic information, interior finish, beat plumbing, etc. For the cost approach the buildings will also be valued on a square footage basis and, where pertinent, a separate value for each component. Similar in nature to New Canaan's current cards.
 2. **Inspection:** All physical improvements shall be inspected, measured and listed. All interior and exterior construction details, quality of construction, age, condition, replacement values, depreciated values, fair market value as well as seventy percent (70%) assessment value will be shown. A breakdown of assessed valuation as to the categories as prescribed by the Secretary of the State, Office of Policy and Management and adapted by the ASSESSOR will be shown. Sketches of buildings including dwellings shall be drawn to scale with dimensions given on the property record card.
 3. **Plot Plans:** Plot plans shall be drawn for residential, commercial, industrial, public utility or exempt property with three (3) or more major buildings thereon, and each plot plan shall be reasonably accurate as to locations of the buildings and shall be coded, to the field cards. For the purposed of this section, a major building is defined as a building having 750 or more square feet of gross floor area. Cards of multiple major building properties together with plot plans or land maps shall be assembled in a standard file folder properly labeled.
 5. **Additional Supplies:** All forms used in this PROJECT shall be subject to approval by the ASSESSOR as to format, design, content, shape, size, color, quality and quantity, and shall further be subject to approval by the Secretary of the State, Office of Policy and Management as required by the Connecticut General Statutes.
 6. **Records are TOWN Property:** The original or a copy of all records and computations including machine readable data bases made by the REVALUATION CONTRACTOR in connection with any appraisal of property for this PROJECT shall, at all times, be the property of the TOWN and upon completion of the PROJECT or termination of the CONTRACT by the TOWN, shall be left in good order in custody of the ASSESSOR, Such records and computations shall include, but not limited to: (1) tax maps; (2) land

value maps; (3) materials, wages, and cost investigations and schedules; (4) data collection cards (listing cards), property record cards (field cards) with property valuations and separate sketch cards and/or Plat Plans, if necessary; (5) sales data; (6) income, expense and capitalization rate data; (7) depreciation tables; (8) computations of land and building values; (9) all forms of correspondence including letters or memoranda to individuals, corporations, property owners, or groups of organizations explaining the revaluation, or assessment or appraisal methods used in this TOWN or on this PROJECT; (10) duplicate "Notices of assessment Change"; (11) duplicate of hearing determination notices and (12) all software for the complete operation of the Computer Assisted Mass Appraisal system.

7. **ASSESSOR'S Records:** The REVALUATION CONTRACTOR shall use a system approved by the ASSESSOR to accurately account for all records and maps, which may be taken from the files of the ASSESSOR in connection with this PROJECT. 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 existing database in the ASSESSOR'S administrative computer system will be provided by the TOWN. The REVALUATION CONTRACTOR will do all input of all field inspection information on site at the office space provided by the TOWN, The ASSESSOR'S staff will be trained in the process by the REVALUATION CONTRACTOR during the revaluation process. A schedule of training time will be developed by the ASSESSOR and the REVALUATION CONTRACTOR.

8. **Sales Analysis:** The REVALUATION CONTRACTOR shall conduct an analysis of all sales which occurred from at least October 1, 2016 through at least October 1, 2018 (or such other reasonable period as deemed necessary by the ASSESSOR). These major categories: vacant residential land, vacant commercial land, vacant industrial land, residential condominiums, commercial condominiums, residential properties, commercial properties, apartment properties and industrial properties. Further subcategory breakdown such as ranch, split level, cape, retail, office, gas station etc. will also be required. No values shall be set until such an analysis is presented to, reviewed by and accepted by the ASSESSOR. The ASSESSOR is to approve final market adjustment no later than November 1, 2018.

9. **Assessment Notices:** No later than November 17, 2018, a notice in accordance with C.G.S. § 12-55 shall be sent, at the REVALUATION CONTRACTOR'S expense, by first class mail, to each owner of record as of October 1, 2018, setting forth the old assessment of land and buildings as well as the new valuation that has been placed upon the property identified the notice. The notice shall be prepared in duplicate and conformity with the Connecticut General Statutes. The duplicate copies will be arranged alphabetically by property address and shall be left with the ASSESSOR. Further, information specifying the dates, times and place of the informal public hearings, with an explanation of the purpose of a revaluation. Such notices and information shall be subject to approval by the ASSESSOR.

10. **Informal Hearings:** Beginning no later than December 1, 2018, the REVALUATION CONTRACTOR shall hold informal hearings, at such times and at such locations as the ASSESSOR may specify, so that owners of property, legal representatives of owners may appear at appointed times to discuss with qualified members of the REVALUATION CONTRACTOR'S staff, the assessed valuations of their property. The REVALUATION CONTRACTOR'S personnel shall explain the manner and methods of arriving at value.

REVALUATION CONTRACTOR, in conjunction with recommendations of the ASSESSOR, shall schedule a sufficient number of hearings and provide sufficient qualified personnel certified by the State of Connecticut and approved by the ASSESSOR to handle said hearings expeditiously and fairly. "Qualified personnel" shall

be defined as one who actually performed appraisal work for the PROJECT either as a Reviewer, Supervisor or any such person involved in the actual estimating of value for the PROJECT.

The REVALUATION CONTRACTOR shall require each person(s) or their legal representative who appears at a hearing, to sign a form indicating whether the REVALUATION CONTRACTOR shall reinspect the property/properties being discussed, such decision to reinspect to be at the reasonable discretion of the REVALUATION CONTRACTOR. The REVALUATION CONTRACTOR shall not make any change in an assessment if the property owner has refused the interior of the improvement to be inspected. Any such reinspection shall be made as soon as possible but in no event later than December 23, 2018. This form shall be approved by the ASSESSOR and provided by the REVALUATION CONTRACTOR. The completed and signed forms shall be turned over to the ASSESSOR at the conclusion of the hearings.

Any information offered by the property owner shall be given consideration, and adjustments shall be made where warranted, The informal hearings shall be completed by December 15, 2018. No later than January 1, 2019, the REVALUATION CONTRACTOR shall, at its expense, in person or by first class mail, notify in writing each taxpayer who has appeared at an informal hearing of the results of that hearing, whether the assessment has be changed or not. The content and form of such notices shall be subject to the prior approval of the ASSESSOR. Such notice shall include: 1) the adjusted assessment, or (2) a statement that no change is warranted. If the assessment of any property is adjusted, whether reinspected or not, the above stated notice shall be mailed.

11. **Court Appeals/Litigation:** It is understood by the TOWN and the REVALUATION CONTRACTOR that the payments under the CONTRACT do not include the cost of any litigation work, litigation appearance or litigation appraisal reports by the REVALUATION CONTRACTOR. In the event of appeals of the underlying assessments to the Connecticut Superior Court pursuant to C.G.S. § 12-117, § 12-118, § 12-119 or any other provision of the Connecticut General Statutes, the REVALUATION CONTRACTOR will furnish a competent witness or witnesses, who actually performed appraisal work on the PROJECT to defend the valuation of the properties appraised. Any such witness is subject to the approval of the ASSESSOR. It is understood that the REVALUATION CONTRACTOR will furnish said witness or witnesses in any lawsuit in the Connecticut Superior Court which is based upon any assessment rendered from any Grand List Year during the revaluation period that is based upon the 2018 Grand List. The REVALUATION CONTRACTOR shall cooperate with the TOWN by providing assistance, any necessary documentation or narrative appraisal reports, to fully explain or defend valuations determined in this PROJECT. The REVALUATION CONTRACTOR shall not be held responsible for any assessments changed from the original revaluation figure by parties other than the REVALUATION CONTRACTOR unless the figure determined by the REVALUATION CONTRACTOR was unreasonable, insupportable or erroneous as determined by the ASSESSOR.

For any such litigation services requested of the REVALUATION CONTRACTOR by the TOWN, the Town shall pay the REVALUATION CONTRACTOR in accordance with the following:

12. **For Pretrial** meetings with an attorney representing the TOWN or for court/appeal board appearance payment shall be \$300 per person half day and \$600 per person full day. Such meetings or such appearances of less than three (3) hours attendance on any given day shall equal one-half person day. Such meetings or appearances of three (3) hours or more on any given day shall equal one full person day.
13. **Information to ASSESSOR:** The REVALUATION CONTRACTOR shall give to 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 Appeals on the 2018 Grand List, without further cost to the TOWN. Throughout the PROJECT, the REVALUATION CONTRACTOR shall satisfy all requests made by the ASSESSOR for information as to the REVALUATION CONTRACTOR planned work schedule for the PROJECT, personnel employed on the PROJECT, appraisal methods and procedures utilized, and the status of the work. Written weekly progress reports are required throughout the REVALUATION PROJECT, commencing thirty (30) days for the date the CONTRACT is signed.

14. **Appraisal Schedules:** The REVALUATION CONTRACTOR shall supply and leave for the TOWN, not less than two (2) copies of all PROJECT appraisal schedules. Appraisal schedules are all tables, factors; modules and module descriptions which were employed in the REVALUATION to process value estimates as required in the section of this CONTRACT entitled "Appraisal Specifications." A draft copy of these appraisal schedules shall be turned over to the ASSESSOR upon approval of the schedules by the ASSESSOR. These schedules shall be in the form of a bound manual and will be the same schedules used in the CAMA system.
15. **Office Equipment:** The REVALUATION CONTRACTOR must provide all necessary office equipment, furniture, copiers and filing cabinets for its use during the PROJECT. During the PROJECT all personal property owned by the REVALUATION CONTRACTOR and located in the TOWN shall be subject to property tax accordance with Connecticut General Statutes. Subject to the approval of the ASSESSOR, the REVALUATION CONTRACTOR may use the TOWN'S computer hardware as deemed appropriate.
16. **Mail:** For any mail the REVALUATION CONTRACTOR is required to send in conjunction with this CONTRACT or CONTRACT SPECIFICATIONS, it is the responsibility of the REVALUATION CONTRACTOR to initiate investigation of all returned mail for updated name or address and to re-mail such mail. The TOWN intends that the REVALUATION CONTRACTOR will notify the ASSESSOR concerning returned mail. Through information available to the ASSESSOR and/or Tax Collector, the TOWN will provide any updated name and address information the TOWN has to the REVALUATION CONTRACTOR. The REVALUATION CONTRACTOR is responsible to keep record of the returned mail, the REVALUATION CONTRACTOR'S report to the TOWN, the TOWN'S report back to the REVALUATION CONTRACTOR and the re-mailing of the item.

F. SPECIFICATIONS FOR APPRAISAL

1. **General:** The REVALUATION CONTRACTOR shall calculate a value estimate of each parcel that will be comprised of 1) land value, 2) building value, 3) other improvement value and 4) total value.

A valuation pretest will be performed during the development of cost schedules, market adjustments, income, expense, and capitalization factors. The pretest will involve the selection of the representative sample properties, at the discretion of the ASSESSOR for processing through CAMA calculations and for review in the field. This pretest review may then result in further refinement to the components used in value calculations. In addition to this pretest all appraisals will be reviewed by the ASSESSOR and market data which becomes available during the time up through October 1, 2018 will be considered and tested against value estimates for the PROJECT. The end result of this value testing process will be the unit land values, the cost schedules, the market modules, the comparable sale selections and adjustment factors, the market rent, market expense and capitalization factors approved by the ASSESSOR for the reappraisal and revaluation of real property in the TOWN.

2. **Appraisal of Land:** The REVALUATION CONTRACTOR shall appraise all land within the TOWN: commercial, residential, industrial, public utility, tax exempt or any other land whether vacant or improved. All valuations are subject to the ASSESSOR'S approval.

- A. **Land Value Study:** Land shall be valued on the basis of an analysis of sales data as specified in the section of these CONTRACT SPECIFICATIONS entitled "Sales, Valuation Analysis." The analysis and application of sales data shall be governed by procedures and techniques commonly used in the appraisal of land and shall be approved by the ASSESSOR.

The REVALUATION CONTRACTOR shall make a careful investigation of this data and shall verify sales of property within the TOWN. All factors affecting the value of land shall be considered such as location, zoning, access, topography, soil conditions, 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 property record card (field card) similar to New Canaan's current field card description.

- B. **Land Value Unit:** The REVALUATION CONTRACTOR shall prepare land unit values by square foot, acreage, or fractional acreage whichever in the judgment of the ASSESSOR most accurately reflects the market for the appraised land. All necessary tables and charts shall be developed by the REVALUATION CONTRACTOR for the valuing of land. These charts shall be prepared according to standard appraisal practices and subject to the approval of the ASSESSOR.
- C. **Land Value Map:** The REVALUATION CONTRACTOR shall delineate the land value units for all streets and acreage in the TOWN on a suitable map to be provided by the ASSESSOR. The land value map shall be returned to the ASSESSOR at the completion of the revaluation PROJECT.
- D. **Neighborhood Delineation:** After consideration of all appropriate factors, the REVALUATION CONTRACTOR shall, with the cooperation and approvals of the ASSESSOR delineate "neighborhood" units within the TOWN. Each neighborhood unit will exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code which will be used for valuation. This neighborhood code shall be recorded and maintained in the computer database and on property record card (field card) for each property.
- E. **Land Value Inspection:** The REVALUATION CONTRACTOR shall make a physical inspection of each plot of land and make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shape or any other factor which may detract from or enhance the value of the land. Land valuation computations shall be entered on the property record card (field card).

3. **Appraisal of Residential Buildings and Structures:**

- A. **Data Collection (View by Physical Inspection):** The ASSESSOR will designate the REVALUATION CONTRACTOR to view by physical inspection all real property subject to outstanding building permits. The REVALUATION CONTRACTOR shall make a listing of physical construction details of all the structural improvements pertinent to the building permits. Details of all structural improvements also are to be listed on the property record cards (field cards) and entered into the CAMA data base..
1. **Interior Inspection:** The REVALUATION CONTRACTOR shall guarantee to make a careful inspection of the complete interior of all properties that requested an inspection including sales subject to outstanding building permits.
 2. **Verification:** The Lister making an under construction or addition/alteration 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 card (listing card).

3. **Entrance Refused:** When entrance to a building for inspection is refused, the Lister shall make note of the fact and within two (2) working days notify the ASSESSOR of the fact 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 each such case, and the ASSESSOR shall send a letter to the owner of the property to explain the importance of a complete interior and exterior inspection of the property. If the ASSESSOR shall be unable to gain the cooperation for a complete inspection, the ASSESSOR shall so notify the REVALUATION CONTRACTOR, and they shall proceed to estimate the value of the building on the basis of facts ascertainable without entry and on the basis of an estimate of the interior features and interior condition of the property. The REVALUATION CONTRACTOR shall make adequate notations of the lack of cooperation, and the manner of arriving at value, conspicuously on the property card (field card). If the ASSESSOR is not notified, as required above, that entrance was denied at a property, that property will be counted as "not inspected" NOT as "refused."
4. **Lister identified:** The data collection card (listing card) and the property record card (field card) shall indicate the initials of the Lister and date(s) of the listing.
5. **Call Backs:** Where necessary the REVALUATION CONTRACTOR shall make three (3) call backs if no adult occupant of the property is present at the initial visit. At least one visit to any property for which a call back is required must be on a weekday between 5:00 PM and 8:00 PM, and on one Saturday. Time and date of call back shall be duly noted on the field card by the Lister making the call back.
6. **Notification Letter:** If after three (3) call backs, contact was not established with a property owner, a notification letter (approved by the ASSESSOR) shall be left at the property or mailed at the REVALUATION CONTRACTOR'S expense, notifying the property owner that the representatives of the REVALUATION CONTRACTOR were not able to make contact, and request that within a prescribed time limit the property owner contact the REVALUATION CONTRACTOR by telephone or by mail, for alternative arrangement for the inspection of the property. If the property owner does not respond to the notification letter, the CONTRACTOR will consider this as a refusal and estimate the value..
7. **Status Report:** The REVALUATION CONTRACTOR must provide the ASSESSOR with bi-weekly status report as to the percentage of interior inspections with signatures that have been obtained in relationship to the total number of properties that are subject to inspection.

B. Exterior Inspections:

- The perimeter of all buildings and improvements subject to open building permits shall be carefully and accurately measured.
- All buildings and improvement shall be measured to the nearest 1 foot. Five inches or less should be rounded down; Greater than five inches should be rounded up.
- An outline sketch, prepared to scale, shall be entered on the street card in the appropriate area.
- Physical data of the land parcel shall be recorded in the field.

C. Data Mailer:

All properties subject to building permits shall receive a data mailer. After field inspection of all residential dwellings and structures, the REVALUATION CONTRACTOR shall mail

a confirmation data mailer to all residential property owners including condominium owners. The date mailer shall be sent to all residential properties inspected, and all properties not inspected, including refused entry properties. Data mailers are to list all items found in the field inspection and will include the building sketch. The mailer will be a confirmation request document. Design of the data mailer and procedure of documentation is to be approved by the ASSESSOR. DATA MAILERS shall commence with field inspections starting June 2017 and end on or before final card pricing October, 2018.

D. Review:

All properties shall be reviewed in the field, by the REVALUATION CONTRACTOR'S personnel certified as reviewers, as previously prescribed in these specifications.

The properties shall be reviewed for correct listing of information, classification, final value and to assure that they are correlated to comparable properties. The ASSESSOR shall be notified of the dates of reviewing and may accompany the reviewers during any phase of the revaluation PROJECT.

E. Pricing and Valuations:

1. October 1, 2018 Fair Market Value: Pricing and valuation of all land, buildings and improvements must reflect the fair market value as of October 1, 2018, and shall be done from and in accordance with the previously approved manuals and schedules.
2. FINAL VALUATION: The final valuation of any property in the TOWN shall be the fair market value of the land, buildings and other improvements as they exist on October 1, 2018. When applicable, final valuation will be determined after a correlation of, 1) replacement costs of the buildings and improvements, less depreciation from all causes plus the market value of the land, 2) market approach and 3) income approach.
3. Preliminary TOWN Acceptance: Prior to the mailing of the assessment notices, the REVALUATION CONTRACTOR'S project manager (supervisor) will review the final values, computed by the REVALUATION CONTRACTOR, with the ASSESSOR to ensure that the ASSESSOR is prepared to accept the REVALUATION CONTRACTOR'S work. The ASSESSOR will make the final judgment on the final value; if deemed to be unacceptable, the values will be corrected or revised by the REVALUATION CONTRACTOR as required or specified by the ASSESSOR.

F. Sales, Valuation Analysis:

Sales-valuation analysis of residential properties shall be performed as a means of substantiating the values derived. The analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. This analysis shall include, at a minimum, sales-valuation ratios, the median ratio, the weighted mean, the range and the coefficient of dispersion. All sales that are part of the sales analyses shall be verified. A sales-assessment analysis with these same factors and measures shall also be done for all sales and in each neighborhood. Any additional request for sales analyses by the ASSESSOR shall also be performed.

4. Appraisal of Commercial, Industrial, Public Utility, Exempt and Special Purpose Properties:

- A. **General:** At no time shall a residential appraiser or Lister value or list a commercial, industrial, public utility, or special purpose building. All Commercial, industrial, public utility, exempt, and special purpose buildings and improvements shall be inspected, classified, priced, valued and reviewed in the same manner as residential properties as

set forth above, except that the height of the building shall also be measured and recorded on data collection card (listing card) and the property record card (field card).

- B. **Description:** All buildings shall be identified and described as to component of, construction, size, acreage, usage and present occupant (s).
- C. **Income Approach:** Income and expense data gathered by the TOWN shall be utilized by the REVALUATION CONTRACTOR for income producing properties. Any income and expense data including OPM form number M-58 with accompanying summary reports and rent schedules shall become 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 disclosure. From these returns and other data sources, the REVALUATION CONTRACTOR will establish market or economic rent and expenses for income producing properties. The REVALUATION CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for various classes of property. When the rates, factors and methods have been approved by the ASSESSOR, the REVALUATION CONTRACTOR shall make appraisals including the income approach in accordance with the Connecticut General Statutes. The TOWN shall be responsible for the collection of the M-58 (income and expense data) report.
- D. **Plot Plan:** A plot plan shall be made of all commercial, industrial, public utility, special purpose and exempt properties with three (3) or more structures each being 750 square feet or more. Plot plans shall show the locations of and identification of the buildings and yard improvements.
- E. **Yard Improvements:** All yard improvements shall be listed and valued separately. The location of yard improvements shall be noted with the sketch or on a plot plan.
- F. **Fixed Equipment:** If a question exists whether certain machinery or equipment is taxable as real estate, the REVALUATION CONTRACTOR shall bring that question to the attention of the ASSESSOR and be bound by the ASSESSOR'S determination.
- G. **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, certified and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building for which the reviewer is responsible for the final value.
- H. **Final Review of Values:** The REVALUATION CONTRACTOR'S review appraisers will review in the field all parcels after value generation. The final valuation shall be the Fair Market Value of the land, buildings and improvements as they exist on October 1, 2018. The final valuation will be determined after a correlation of 1) replacement cost of the buildings and improvements, less depreciation from all causes, plus the market value of the land, 2) comparable sales approach, and 3) income approach where applicable.
- I. **Preliminary TOWN Acceptance:** Prior to the mailing of assessment notices, the REVALUATION CONTRACTOR'S Project Manager will review the final values, as computed by the REVALUATION CONTRACTOR with the ASSESSOR, to ensure that the TOWN is prepared to accept the REVALUATION CONTRACTOR'S work. The ASSESSOR will make the final judgment on the final value. If deemed to be unacceptable, the values will be corrected or revised by the REVALUATION CONTRACTOR as required or specified by the ASSESSOR.

5. Control and Quality Check

- A. **Field Checks:** The ASSESSOR shall spot check in the field, properties picked at random by the ASSESSOR with or without a REVALUATION CONTRACTOR supervisor.

- B. **CONTRACTOR Quality Control:** THE REVALUATION CONTRACTOR shall establish an internal method of quality control to ensure the accuracy of the measuring and listing data. Such method shall be subject to approval of the ASSESSOR and may include questionnaires mailed at random to property owners, at the REVALUATION CONTRACTOR'S expense. It is understood by the TOWN and by the REVALUATION CONTRACTOR that the REVALUATION CONTRACTOR has included for this PROJECT an independent quality audit of the data. This will be done by REVALUATION CONTRACTOR'S personnel not affiliated with this Revaluation PROJECT. A complete report of the results of this audit will be made to the ASSESSOR. This will be one of four visits made to each audited property, whether interior or exterior, to insure that the data is of the highest quality. All properties will be visited at least for listing, pre-review and review.
- C. **Building Permits:** The ASSESSOR shall screen and give to the REVALUATION CONTRACTOR building permits issued during the course of the revaluation PROJECT until October 1, 2018. The REVALUATION CONTRACTOR shall ensure that all-new construction, additions, improvements, and demolitions are included in the REVALUATION CONTRACTOR'S final appraisals. The permit shall be initialed and dated as of the date of inspection by the staff of the REVALUATION CONTRACTOR. All building permit copies shall be returned to the TOWN at the completion of the PROJECT.
- D. **Incomplete Construction:** The REVALUATION CONTRACTOR shall deliver to the ASSESSOR a computer listing by property location for all property cards which have Incomplete Improvements on October 1, 2018. Notations will be made on the property record cards explaining the improvement that is incomplete. The card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date. 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 as of October 1, 2018.
- E. **Sales Analysis:** Sales-valuation analysis of all properties shall be performed as a means of substantiating the values derived. The analyses shall be done on the aggregate of all properties in a class of properties and for residential properties on each of the neighborhoods previously delineated. This analysis shall at least include, sales-valuation ratios, the median ratio, the weighted mean, the range of ratios and the coefficient of dispersion. All sales that are part of the sales analyses shall be verified. A sales-assessment analysis with these same factors and measures shall also be done for all sales in a class and each residential neighborhood. Any additional request for sales analyses by the ASSESSOR shall also be performed.

G. TRANSMITTAL OF RECORDS TO THE ASSESSOR

Regular periodic delivery of appraisals, as completed, and in accordance with the schedule provided in the section of these CONTRACT SPECIFICATIONS entitled "Completion Dates", shall be made to the ASSESSOR for review. All completed and corrected records shall be turned over to the ASSESSOR as of January 1, 2019.

Property data, and/or appraisals and records shall not be made public until after the assessment notices are mailed, except to the extent public access may be compulsory under the provisions of applicable law.

H RESPONSIBILITY OF TOWN

- 1. **Nature of Service:** It is clearly understood and agreed that the services rendered by the REVALUATION CONTRACTOR are in the nature of assistance to the ASSESSOR and all decisions as to proper valuations, taxable or tax exempt status shall rest with the ASSESSOR. With regard to viewing all real property in the TOWN by physical inspection in the conduct of this revaluation PROJECT. The ASSESSOR will designate the

REVALUATION CONTRACTOR to view by physical inspection all real property in the TOWN in compliance with Connecticut General Statutes.

2. **Cooperation:** The ASSESSOR, the TOWN, and its employees will cooperate with and render all reasonable assistance to the REVALUATION CONTRACTOR and its employees in the course of this PROJECT.
3. **Items Furnished by the TOWN:** The TOWN shall furnish, the following:
 - A. **Maps:** The TOWN shall furnish two (2) sets of ASSESSOR maps showing streets, property lines, and parcel identification numbers.
 - B. **Land Dimensions:** The TOWN will make available lot sizes and total acreage to the REVALUATION CONTRACTOR of all property from current property record cards or the current computer data base (subject to the provisions of the section in these CONTRACT SPECIFICATIONS entitled "ASSESSOR'S Records").
 - C. **Zoning:** The TOWN will furnish (1) set of the current TOWN zoning regulations and a zoning map.
 - D. **Sketches:** The ASSESSOR shall make available to the REVALUATION CONTRACTOR current sketches of all improved property in the TOWN. The REVALUATION CONTRACTOR will make an outline sketch of all properties from this provided information prior to field inspection. HOWEVER, IT IS UNDERSTOOD BY THE TOWN AND BY THE REVALUATION CONTRACTOR THAT ALL STRUCTURES ARE TO BE MEASURED IN ACCORDANCE WITH THE "EXTERIOR INSPECTION" PROVISION OF THESE SPECIFICATIONS.
 - E. **Property Record Cards (field cards):** The ASSESSOR will make available to the REVALUATION CONTRACTOR the current property record cards for any purpose that is determined appropriate by the ASSESSOR.
 - F. **Property Transfers:** The CONTRACTOR shall make available to the TOWN the street cards, on a regular basis, for an updating of the information for the Assessor's Records for all property split and transfers occurring after the initial typing of the new street cards by the CONTRACTOR.
 - G. **Building Permits:** The TOWN shall make available all building permits issued during the course of the revaluation project up to October 1, 2018. All building permits shall be returned to the TOWN.
 - H. **Introduction:** The Assessor shall furnish letters of introduction and authority to inspect real estate in the TOWN. The ASSESSOR shall sign the photo ID cards provided by the REVALUATION CONTRACTOR for its employees for this PROJECT.
 - I. **Signing of Communications:** The ASSESSOR shall sign for the TOWN communications to be mailed at the REVALUATION CONTRACTOR'S expense for the purpose of contacting a property owner for inspection of the property or for such other purpose as is determined appropriate by the ASSESSOR.
 - J. **Mailing Address:** The TOWN shall furnish through the ASSESSOR'S Office the current mailing address of all property owners.
 - K. **Magnetic Tape:** The TOWN shall furnish the REVALUATION CONTRACTOR with a diskette, magnetic tape (or other appropriate computer medium) containing the information currently on the TOWN'S Grand List.

- L. **Office Space:** The TOWN shall furnish to the REVALUATION CONTRACTOR sufficient office space throughout the term of this CONTRACT. Said office space shall be set-up for operations within thirty (30) days of the signing of the CONTRACT.
- M. **Hardware:** The TOWN shall make two (2) terminals available to the REVALUATION CONTRACTOR during the entire PROJECT through January 1, 2019. The TOWN shall not be responsible for any costs associated with peripheral equipment used with these terminals. The REVALUATION CONTRACTOR shall be responsible for any damage to the hardware of the TOWN resulting in the misuse or abuse to such hardware by the employees of the REVALUATION CONTRACTOR.

I. **RESPONSIBLE TO THE ASSESSOR**

It is understood and agreed that the reappraisal of properties covered by this agreement shall conform to the procedures and technical requirements of the ASSESSOR and, at least bi-weekly, the REVALUATION CONTRACTOR'S Project Supervisor shall meet with said ASSESSOR to discuss the progress and various other details of the PROJECT. At this bi-weekly meeting, written "PROGRESS REPORTS" shall also be submitted prior to making any payment due the REVALUATION CONTRACTOR. These meetings may be scheduled to occur more frequently if it is found to be necessary by the ASSESSOR.

EXHIBIT 2

Statistical Revaluations

SS12-62-1

Definitions

The following words and terms shall have the meanings ascribed to them herein, unless the context clearly indicates otherwise.

- 1) **'Assessor'** means the assessor or board of assessor of any Connecticut municipality.

'Statistical revaluation' means a recomputation of the true and actual value of each parcel of land and any improvements thereon to reflect changes in market conditions since the previous revaluation effected pursuant to SS 12-62, effected in accordance with any of the methods delineated in SS 12-62-3 of the Regulations on the Revaluation of Real Estate, or any combination of such methods.

- 2) **'Ratio study'** means a sales assessment ratio study of fair market sales wherein the selling prices of real property in each property class are compared to their respective assessment for the purpose of determining the level of assessment for each such property class.

- 3) **'Fair market sale'** means a sale for the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which a property will sell within the competitive real estate market area for such property, under all conditions requisite to a fair sale with the buyer and seller each acting prudently, knowledgeable, and for self interest, and assuming that neither is under duress.

- 4) **'Property class'** means anyone of the following major classifications of real property: residential, commercial, industrial public utility, agricultural and vacant land. 'Sub-class' means a stratification, or division into subsets of types of real property within any property class, delineated in regard to common characteristics which reasonably may be assumed to affect value.

- 5) **'Coefficient of dispersion'** means the average absolute deviation of sale/assessment ratios from the median sale/assessment ratio in each property class, expressed as a percentage of such measure.

- 6) **'Median sale/assessment ratio'** means the middle ratio when ratios are arrayed in ascending or descending order.

SS 12-62-2

General Provision

- a) The methods described in SS 12-62-3 of the Regulations on the Revaluation of Real Estate shall constitute acceptable methods for conducting a statistical revaluation. The assessor shall utilize one of the methods so described, or any combination of such methods, provided the method or methods chosen are considered by the assessor to be the most appropriate of the methods provided for the recomputation of true and actual value for the various types of property in each property class, sub-class or sub-category. During the conduct of a statistical revaluation, all facts and circumstances relating to the value of real property which are known to the assessor shall be considered and used by him as deemed necessary in the determination of such true and actual value.
- b) Regardless of the method or methods employed in effecting a statistical revaluation, the assessor shall conduct a ratio study which may encompass data from the three assessment years immediately preceding the October first effective date of the statistical revaluation, and for a period not exceeding three months following such effective date, and shall utilize the

results of such study to test the validity of the true and actual value estimates for real property in each property class as derived from the statistical revaluation. Such ratio study shall be based upon a sufficient representative sample, as defined in subdivision (l) of this subsection, of fair market sales for each of the following property classes, as applicable: residential, commercial, industrial/public utility, agricultural and vacant land. Analysis of the ratio study shall include a coefficient of dispersion calculation for each such property class.

- 1) A sample shall be deemed to be sufficient provided it is comprised of not less than thirty fair market sales in each property class.
 - A) The assessor shall, when necessary adjust the selling prices of fair market sales included in his ratio study for the purpose of correlating such sales data to the assessment date which is the effective date of a statistical revaluation.
 - B) Where there are insufficient numbers of fair market sales to constitute a sufficient sample within any property class, the assessor shall conduct fair market value appraisals of real property in such property class which shall be a part of such study.

In the event that data included in the ratio study is refined in accordance with subparagraphs (A) or (B) of subdivision (1) of subsection (b) of this section, the coefficient of dispersion shall be calculated on the basis of such refined data.

- C) Nothing contained herein shall prevent the assessor from utilizing sub-classes or sub-categories in his ratio study or from utilizing, in pertinent part, the ratio study conducted by the Office of Policy and Management for the purpose of annually determining a net equalized grand list for such municipality.

Methods

- a) The assessor may use the market trending or indexing approach as herein described, provided the coefficient of dispersion as calculated in accordance with the provisions of SS 1 2-62-2) shall be equal to or less than ten percent for any property class, sub-class or sub-category which is comprised of income producing property other than vacant land, and equal to or less than twenty percent (20%) for any property class, subclass or sub-category which is comprised of vacant land. In the event the coefficient of dispersion for any property class, sub-class or sub-category is greater than the percentage herein specified, the assessor shall be prohibited from utilizing the market trending approach with respect to such property class, sub-class or sub-category.
- 1) Following his analysis of the ratio study conducted in accordance with SS 1 2-62-2(b), the assessor shall determine a median sales assessment ratio for each property class. If the assessor has stratified the ratio data into sub-classes or sub-categories, he shall whenever possible, determine a median sales assessment ratio for each such sub-class or sub-category. The median ratios so determined shall be applied to the respective assessments of real property, provided such assessments are based upon true and actual value estimates in such property classes, sub-classes or sub-categories on the grand list immediately preceding the effective date of a statistical revaluation, in accordance with the following equation:

$$\frac{\text{previous assessment}}{\text{median sale assessment ratio}} = \text{recomputed true and actual value}$$

- b) The assessor may use the updated market approach as herein described. Following an analysis of the real estate market in the municipality, the assessor shall update the value elements as utilized in the market approach to value in the last previous revaluation of real property, and recompute the true and actual value of real property in accordance with such updated value elements. The update shall include current market values for the various property elements which, in accordance with standard appraisal practice, are deemed to affect value. Such value element updates shall be tested against a select sample of real property parcels the fair market value of which is known or can be determined. If the sample tested indicates that adjustments to the updated value elements are warranted, such adjustments shall be made. The following analysis techniques may be used for the purpose of determining value element updates:
- 1) comparative sales analysis, or
 - 2) multiple regression analysis, or
 - 3) any other technique which is generally recognized as accepted for such purpose in the mass appraisal or assessment field.
- c) The ASSESSOR may use the updated cost approach, as herein described. The ASSESSOR shall update the cost schedule, table or model as utilized in the last previous revaluation of real property, and recompute the true and actual value of real property improvements in accordance with the update cost schedule. The cost schedule update shall include representative costs for the various building components which, in accordance with standard appraisal practice, are considered to affect value. Such updated cost schedule shall be tested against a select sample of new real property improvements for which the cost is known or can be determined, provided, whenever possible, the sample tested shall not include property improvements the data from which was used in the derivation of updated cost table. If the sample tested indicated at adjustments to the cost schedule, table or model is warranted, such adjustments shall be made. The following analysis techniques may be used for the purpose of determining current representative costs:
- 1) analysis of data derived from local building contractors and building material suppliers, or
 - 2) utilization of a national or regional cost service, provided, in the opinion of the assessor, such national or regional cost service data reasonably reflects current representative costs which are characteristic of real property improvement costs in his municipality, and further provided any adjustments to such national or regional costs as warranted, are made, or
 - 3) any other technique which is generally recognized as accepted for such purpose in the mass appraisal or assessment field.
- d) The ASSESSOR may use the updated income approach as herein described. The ASSESSOR shall update the capitalization rate(s) as utilized the last previous revaluation of real property, and recompute the true and actual value of income producing real property accordance with the updated capitalization rate(s) and current income and expense data. Such updated capitalization rate(s) shall be tested against a select sample of income producing real property for which the fair market value is known or can be determined. If the sample tested indicates that adjustment to the capitalization rate(s) are warranted, such adjustments shall be made. The following analysis technique is deemed acceptable for the purpose of updating the capitalization rate(s):
- 1) analysis of income and expense data collected by the assessor pursuant to C.G.S. § 12-63c of the general statutes as correlated to the fair market value of the income producing real property which is known or can be determined and converted to fair market value by:
 - A) Discounted cash flow analysis, or
 - B) Mortgage equity analysis, or
 - C) Overall capitalization rate analysis, or

- D) Any other technique which is generally recognized as accepted in the mass appraisal or assessment field.

SS12-624

Test of assessment level and uniformity

- a) Prior to finalizing the recomputation of true and actual value of real property and forwarding notices of assessment increase pursuant to C.G.S. §12-55 of the General Statutes, the ASSESSOR shall conduct the following test regarding the assessment derived from the statistical revaluation, utilizing the procedures as set forth in SS12-62-2 (b): (1) an overall test of the level of assessment, (2) inter-class test of uniformity, and (3) an intra-class test of uniformity. The assessment resulting from the statistical revaluation shall be deemed to be sufficient provided the following criteria are met:
- 1) the overall level of assessment for all property classes shall be within plus or minus ten percent of the required seventy percent assessment ratio, as measured by the overall median ratio, and
 - 2) the level of assessment for each property class shall be with plus or minus five percent of the median overall level of assessment for each such property class, and
 - 3) the coefficient of dispersion shall be equal to or less than ten percent for residential property, equal to or less than fifteen percent for income producing property and equal to or less than twenty percent for vacant land.
- b) In the event that the criteria described subdivisions (1), (2) or (3) of subsection (a) of this section are not met, the assessor shall be required to further analyze and refine the data elements or component used in the method or methods he has chosen in accordance with SS12-62-3, to effect the statistical revaluation. The assessor shall then review the parcels of real property which comprise the property class or classes for which a deficiency in either the level of assessment or the uniformity of assessment has been identified.

EXHIBIT 3

SCOPE OF WORK DEFINED

RFP Requirements:

1. A complete Measure and List of all Commercial properties.
2. Inspect and measure all Residential sales from October 1, 2017 to September 30, 2018
3. Revaluation company must be able to work and use Vision Appraisal Cama System, including and not limited to: update all sale transfers information, update all cost tables and schedules, analyze and update all income and expense information, data entry of all field inspections.
4. Measure and list all building permits from October 1, 2017 to September 30, 2018, including data entry.
5. Replace all missing pictures , including new construction properties.
6. Must start job by October 1, 2017 or sooner.

EXHIBIT 4

**REVALUATION
PROPOSAL FORM**

PROJECT: THE COMPLETE REAPPRAISAL AND REVALUATION OF TAXABLE AND EXEMPT REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF NEW CANAAN, CONNECTICUT, EFFECTIVE OCTOBER 1, 2018.

The undersigned bidder affirms and declares:

1. That this PROPOSAL is executed by said REVALUATION CONTRACTOR with full knowledge and acceptance of the CONTRACT enclosed with the INVITATION FOR BID on the subject project.
2. That should this PROPOSAL be accepted in writing by the First Selectman, Town of NEW CANAAN, Connecticut, said REVALUATION CONTRACTOR will furnish the services, for which this PROPOSAL is submitted at the price bid and in compliance with the provisions of the said CONTRACT.
- 3.
4. That this PROPOSAL is accompanied by a bond in the amount of ten (10%) percent of the total dollar bid in the form and amount indicated below:

_____ BID BOND	AMOUNT \$ _____
_____ CERTIFIED CHECK	AMOUNT \$ _____

If a surety bond is submitted, it shall be issued by a company authorized to issue such surety bond in the State of Connecticut, and acceptable to the Town of NEW CANAAN. If a certified check is submitted, it shall be payable to the "Town of NEW CANAAN".

4. That the REVALUATION CONTRACTOR or his/her representative has visited the Town of NEW CANAAN, is familiar with its geography, general character of housing and its commercial and industrial areas; has examined the quality and condition of the ASSESSOR'S records; and has met with the ASSESSOR to make him or herself knowledgeable of those matters and conditions in the Town Of NEW CANAAN which would influence this proposal.
5. That all items, documents, and information required to accompany this proposal of the aforesaid CONTRACT are enclosed herewith.
6. That the REVALUATION CONTRACTOR proposes to furnish the services and materials required to complete the Revaluation in accordance with the aforesaid CONTRACT and CONTRACT SPECIFICATIONS for the TOTAL AMOUNT OF:

..... **Written Dollar**
Amount

7. That if the REVALUATION CONTRACTOR proposes any changes or options to the CONTRACT SPECIFICATIONS, the addition or reduction in the total proposal amount due to these changes or options shall be listed below:
8. That the REVALUATION CONTRACTOR understands and accepts that, although the dollar amount of this proposal is a major factor for consideration, the TOWN reserves the right to award the CONTRACT to other than the REVALUATION CONTRACTOR submitting the lowest dollar proposal after careful analysis of additional factors outlined In the CONTRACT SPECIFICATIONS.

**FIRM NAME
OF RESPONDENT** _____

BY (SIGNATURE) _____

TYPED NAME _____

TITLE _____

STATE OF _____

Ss. _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ **DAY OF** _____, _____.

**NOTARY PUBLIC
MY COMMISSION EXPIRES**