



# Invitation to Submit Proposals Regional Revaluations

## Northeastern Connecticut Council of Governments

The Northeastern Connecticut Council of Governments hereby invites the submission of Proposals for:

**THE COMPLETE REAPPRAISAL AND REVALUATION OF ALL REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWNS OF: ASHFORD, BROOKLYN, CANTERBURY, EASTFORD, KILLINGLY, PLAINFIELD, POMFRET, PUTNAM, STERLING, THOMPSON, UNION, AND WOODSTOCK, CONNECTICUT**

commencing with the October 1, 2011 Grand List and terminating with the October 1, 2015 Grand List. The Proposals will be received at the offices of the Northeastern Connecticut Council of Governments, 125 Putnam Pike, PO Box 759, Dayville, Connecticut 06241 until **April 8, 2010 2:00 p.m** at which time they will be publicly opened.

Specifications and other information may be obtained at the Northeastern Connecticut Council of Governments, 125 Putnam Pike, PO Box 759, Dayville, Connecticut 06241, between 8:30 a.m. and 4:30 p.m. Monday through Friday.

John Filchak, Director  
Northeastern Connecticut Council of Governments

Date issue – March 18, 2010  
Pre-Proposal Meeting – March 25, 2010 – (9:00 a.m.)  
**Date Due – April 8, 2010 (2:00 p.m.)**

## Invitation to Submit Proposals

Northeastern Connecticut Council of Governments

### PROJECT:

THE COMPLETE REAPPRAISAL AND REVALUATION OF ALL REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE PARTICIPATING TOWNS: ASHFORD, BROOKLYN, CANTERBURY, EASTFORD, KILLINGLY, PLAINFIELD, POMFRET, PUTNAM, STERLING, THOMPSON, UNION, AND WOODSTOCK, CONNECTICUT, EFFECTIVE AS OF THE FOLLOWING SCHEDULE, WHICH SCHEDULE IS SUBJECT TO APPROVAL BY STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT:

TOWN OF ASHFORD	OCTOBER 1, 2011
TOWN OF BROOKLYN	OCTOBER 1, 2015
TOWN OF CANTERBURY	OCTOBER 1, 2015
TOWN OF EASTFORD	OCTOBER 1, 2013
TOWN OF KILLINGLY	OCTOBER 1, 2013
TOWN OF PLAINFIELD	OCTOBER 1, 2012
TOWN OF POMFRET	OCTOBER 1, 2015
TOWN OF PUTNAM	OCTOBER 1, 2014
TOWN OF STERLING	OCTOBER 1, 2012
TOWN OF THOMPSON	OCTOBER 1, 2014
TOWN OF UNION	OCTOBER 1, 2015
TOWN OF WOODSTOCK	OCTOBER 1, 2011

### I. Introduction

The following towns (the "Participating Towns"), in conjunction with the Northeastern Connecticut Council of Governments ("NECCOG"), are looking to establish a regional revaluation program:

**ASHFORD, BROOKLYN, CANTERBURY, EASTFORD, KILLINGLY, PLAINFIELD, POMFRET, PUTNAM, STERLING, THOMPSON, UNION, AND WOODSTOCK, CONNECTICUT.**

The regional revaluation program would be established pursuant to the authority in Section 2 of the Connecticut Public Act No. 09-60. Any contract entered into by the Participating Towns and a revaluation company must comply with the provisions in such Public Act.

The Participating Towns are looking to engage a revaluation company meeting the requirements in this Invitation to Submit Proposals to perform the services described in this Invitation to Submit Proposals, including the requirements and services described in Exhibits A - E, attached hereto and made a part hereof.

NECCOG is seeking proposals from interested parties meeting such requirements to perform such services. The Proposal shall be to perform the complete reappraisal and revaluation of all real property in the Participating Towns over a five (5) year period, for the October 1 Grand Lists in the years 2011 through 2015. Proposers may submit proposals for the complete reappraisal and revaluation of all real property in the Participating Towns over a ten (10) year period for the October 1 Grand Lists in the years 2011 through 2020.

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The proposed revaluation dates shown on Exhibit B must first be approved by the State of Connecticut Secretary of the Office of Policy and Management.

Each Participating Town will also have to approve any regional revaluation contract. No Participating Town will enter into a regional revaluation contract pursuant to this Invitation to Submit Proposals until it is approved by all Participating Towns.

## II. Definitions

- A. "Addendum" means written documents issued by NECCOG prior to the date and time in Article III.E which modify this Invitation to Submit Proposals by additions, deletions, clarifications or corrections.
- B. "Contract" means the document that the Contractor executes with NECCOG and the Participating Towns to provide the regional revaluation services.
- C. "Contractor" means the Proposer who is selected by NECCOG and the Participating Towns to provide the regional revaluation services and executes the Contract.
- D. "NECCOG" means the Northeastern Connecticut Council of Governments.
- E. "Proposal" means a submission by a Proposer to provide the regional revaluation services that conform to the Proposal Documents.
- F. "Proposal Documents" means the Invitation to Submit Proposals, all schedules and exhibits attached hereto, and any Addendum.
- G. "Proposal Price" means the price, as shown on Schedule 1, at which the Proposer offers to perform the work described in the Proposal Documents.
- H. "Proposer" means the person or entity who submits a Proposal.

## III. Proposal Instructions

- A. Proposals shall be received from Proposers for the furnishing of the regional revaluation services described in Article V, and Exhibits A through F.
- B. When executed and submitted by Proposer, the Proposer acknowledges it has full knowledge of and agrees with the general specifications, conditions and requirements of the Proposal Documents.
- C. Proposals must be mailed or delivered to John Filchak, Director, Northeastern Connecticut Council of Governments, 125 Putnam Pike, PO Box 759, Dayville, Connecticut 06241 in an envelope clearly marked "Proposal Number \_\_ Regional Revaluation."

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- D. The Proposer must submit its Proposal in a sealed envelope marked with the Proposer's name and address in the upper left hand corner. The sealed envelope is to be plainly marked in the lower left hand corner with the name of Proposal, the Proposal number and the opening date and time.
- E. The Proposal shall be submitted no later than **April 8, 2010 at 2:00 p.m.** Proposals received later than that date and time will not be considered and will be returned unopened. Amendments to or withdrawals of Proposals received later than that date and time will not be considered.
- F. The Proposer shall submit thirteen (13) copies of its Proposal.
- G. The Contractor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any manual or other rules, regulations and policies which NECCOG might publish.
- H. NECCOG reserves the right to waive technical defects in Proposals, to reject any and all Proposals, in whole or in part, and to make such awards in conjunction with the Participating Towns, in whole or in part, including accepting a Proposal or a part of the Proposal, although not the low Proposal, that in the judgment of NECCOG and the Participating Towns will be in the best interest of NECCOG and the Participating Towns.

NECCOG can only accept a Proposal upon the acceptance of a Proposal by all Participating Towns.

NECCOG reserves the right to negotiate contract terms with any or all Proposers, even if a Proposer has not submitted the low Proposal. Based on the Proposals, the Participating Towns may determine to not do any regional revaluation program or to structure its regional revaluation program differently, including hiring NECCOG to perform services for the Participating Towns. Any contract must first be approved by all of the Participating Towns before any Participating Town will enter into a contract.

NECCOG and the Participating Towns, at their discretion, may reject any non-conforming Proposal or Proposal that materially misrepresents any offering.

The Participating Towns reserve the right to amend or cancel this Invitation to Submit Proposals, at any time, if it is in the best interest of the Participating Towns.

The Participating Towns reserve the right to waive technical defects in Proposals, to reject any or all Proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a Proposal or part of the Proposal, although not the low Proposal, that in the judgment of the Participating Towns will be in the best interest of the Participating Towns.

- I. Each Proposer is responsible for making sure it gets the information it needs to make a responsible Proposal that allows it to execute the Contract if it is awarded the Contract. **Information requests** are to be made in writing to John Filchak, Director, Northeastern Connecticut Council of Governments, 125 Putnam Pike, PO Box 759, Dayville, Connecticut 06241 prior to **March 29, 2010**. A written request does not in anyway diminish a Proposer's responsibility to get the information it needs to make a Proposal.

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- J. Any modification to the Proposal Documents will be made by Addendum. Any Addendum will be mailed to all persons that have requested the Proposal Documents. Each Proposer shall confirm prior to submitting its Proposal that it has received all Addendum.
- K. A **pre-proposal meeting** will be held for all prospective parties on **March 25 at 9:00 a.m.** at the offices of **NECCOG, 125 Putnam Pike, Dayville, CT**. Questions not addressed at the meeting must be submitted in writing to John Filchak, Director, Northeastern Connecticut Council of Governments, 125 Putnam Pike, P. O. Box 759, Dayville, CT 06241 by **March 29 at 3:30 p.m.** Questions will be forwarded to the Participating Towns' Assessors by NECCOG.

### IV. Proposal Requirements

- A. The Proposal shall be submitted with all of the information described in this Article IV, and in the format described on Schedule 4.
- B. Each Proposer must fill out and execute the "Proposal Form" in the form of Schedule 1. As described in more detail on the Proposal Form, all Proposers should submit a per parcel price, which would then be calculated to determine the price to perform all services under a regional revaluation contract. The Proposer should also submit a separate fee schedule for its litigation fees, which fee schedule would apply to all five years of revaluations. The Proposers should note that all other services should be included in the per parcel price. Proposers should note any special conditions or exclusions to the per parcel price.
- C. Each Proposer must declare that this Proposal is made without any connection with any other person or entity making any proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by NECCOG or any of the Participating Towns is directly or indirectly interested in the Proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached as Schedule 2, attached hereto and made a part hereof.
- D. Each Proposer's Proposal should contain confirmation that it could obtain a performance bond as described in Exhibit D. Proposers may include in their Proposals alternate security options including a cash deposit as security.
- E. Each Proposal should contain a current certificate of insurance for the Proposer and confirmation that such Proposer can obtain the insurance described in Exhibit E if the required insurance exceeds the current amounts or types shown on the current certificate of insurance.
- F. Each Proposer shall provide a listing of all municipal revaluations completed during the past five (5) years, including client contact, telephone number, size of municipality, scope of services rendered and date completed.
- G. Each Proposer shall provide a listing of all municipal revaluations, now underway, under contract, or for which there are bids outstanding, including client contact, telephone number, size of municipality, scope of services to be rendered, and date to be completed and personnel active on each project.

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- H. Each Proposer shall provide a listing of personnel to be assigned to regional revaluation, including years of experience in current positions and other revaluation positions, municipalities served, and their roles in those revaluations. Copy of employee's current Connecticut Revaluation Employee Certification and resumes of personnel assigned shall also be included.
- I. Each Proposer shall provide a description of the methodologies to be used for assessing values for residential, commercial, industrial, and vacant land parcels.
- J. Each Proposer shall provide a description of sales analyses to be performed to verify accuracy of valuations.
- K. Each Proposer shall provide a description and outline summary of the proposed public relations program that would be used during the revaluation.
- L. Each Proposer shall provide a copy of the Proposer's current Connecticut Revaluation Certification.
- M. Each Proposer shall provide how many years the firm has been engaged as a company, corporation, partnership, or other entity or individual specializing in municipal revaluation services.
- N. Each Proposer shall provide a copy of the Proposer's Financial Statements for the last two (2) fiscal years.
- O. Each Proposer must submit, as part of the Proposal Form, a schedule and percentage of completed work based upon experiences of the Proposer, in performing revaluations, and based upon, the Proposal Documents for each revaluation year.
- P. Each Proposer must submit a Project Task grid form for each Participating Town, in the form of Schedule 3.
- Q. Each Proposer must submit proof of the Proposer's ability to utilize each Participating Town's existing software.

#### IV. Scope of Work

- A. NECCOG and the Participating Towns are seeking a certified revaluation company that meets all of the requirements of these Proposal Documents to make a complete reappraisal and revaluation of all real property located within the corporate limits of the Participating Towns and to perform all the services and furnish all the records, materials, forms and supplies required by and in complete accordance with these Proposal Documents, all such labor, records, materials, forms and supplies to comply with the requirements of the pertinent Connecticut General Statutes and Special Acts, pertinent Regulations of Connecticut State Agencies, pertinent rulings of the Secretary of Office of Policy and Management, pertinent ordinances and agreements of the Participating Towns, and pertinent decisions of Connecticut courts.
- B. Information on each Participating Town is shown in Exhibit B. Commencement and completion dates for each of the revaluation years is also shown in the schedule in Exhibit B.

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1. The work on the Contract shall commence on or before the first Wednesday in August of 2010 (the year prior to the October 1, 2011 revaluation date.)
  2. The work on the Contract shall be completed through the completion of the duties of the Board of Assessment Appeals for the Participating Towns for the October 1, 2015 revaluation date.
- C. The Project Tasks are described in Schedule 3.
- D. The period of the Contract shall be for a five (5) year period commencing with the October 1, 2011 Grand List and terminating with the completion of duties for the October 1, 2015 Grand List.
- E. The terms, conditions and provisions of Exhibits A through F are incorporated into and made a part of this Proposal. **Each Proposer should be thoroughly familiar with all the terms, conditions and provisions of Exhibits A through F.** These provisions generally set forth the requirements for the Contractor, but NECCOG, the Participating Towns and the Contractor may modify such provisions by mutual consent prior to signing a Contract.
- F. Consideration in the awarding of the Contract will be given, but not limited to: price, the accuracy and responsiveness of the Proposer, the experience, competence and financial condition of the Proposer, time for completion and/or labor force adequate to perform the work, the quality and experience of the Proposer's personnel, the nature and size of the Proposer's organization, quality of similar projects it has performed and completed in the past in Connecticut, other projects and/or revaluations currently under contract by the Proposer, and a determination by the Assessors that the Proposer has the ability to complete the revaluations successfully.

**Invitation to Submit Proposals**

Northeastern Connecticut Council of Governments

**SCHEDULE 1**

**PROPOSAL FORM FOR REGIONAL REVALUATION**

**PROJECT:**

THE COMPLETE REAPPRAISAL AND REVALUATION OF ALL REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE PARTICIPATING TOWNS: ASHFORD, BROOKLYN, CANTERBURY, EASTFORD, KILLINGLY, PLAINFIELD, POMFRET, PUTNAM, STERLING, THOMPSON, UNION, AND WOODSTOCK, CONNECTICUT, EFFECTIVE AS OF THE FOLLOWING SCHEDULE, WHICH SCHEDULE IS SUBJECT TO APPROVAL BY THE STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT:

TOWN OF ASHFORD	OCTOBER 1, 2011
TOWN OF BROOKLYN	OCTOBER 1, 2015
TOWN OF CANTERBURY	OCTOBER 1, 2015
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TOWN OF PUTNAM	OCTOBER 1, 2014
TOWN OF STERLING	OCTOBER 1, 2012
TOWN OF THOMPSON	OCTOBER 1, 2014
TOWN OF UNION	OCTOBER 1, 2015
TOWN OF WOODSTOCK	OCTOBER 1, 2011

(Referred to as the "PARTICIPATING TOWNS")

The undersigned, either the individual signing this proposal form or duly authorized agent for the partnership, corporation or other entity (hereinafter called PROPOSER) submitting this proposal affirms and declares:

1. That this PROPOSAL is executed by said PROPOSER with full knowledge and acceptance of the terms of the Contract (including the Reappraisal and Revaluation Specifications) included in the Proposal Documents.
2. That should this PROPOSAL be accepted in writing by NECCOG and all of the PARTICIPATING TOWNS, said PROPOSER will furnish the services for which this PROPOSAL is submitted at the price per parcel indicated and in compliance with the provisions of the Contract described in Exhibits A through F of the Proposal Documents.
3. That the PROPOSER or its representative has visited the PARTICIPATING TOWNS; is familiar with the geography, general character of housing and the commercial and industrial areas; has examined the quality and condition of the ASSESSORS' records; and has met with the ASSESSORS to make itself knowledgeable of those matters and conditions in the PARTICIPATING TOWNS which would influence its PROPOSAL.

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4. That all items, documents and information required to accompany this PROPOSAL as listed on the Proposal Checklist are enclosed herewith.
5. The PROPOSER shall provide such services utilizing the TOWNS' existing Computer Assisted Mass Appraisal (CAMA) software. The PROPOSER shall provide proof of its ability to work with the TOWNS' existing software.
6. That the PROPOSER proposes to furnish the services and materials required to complete the regional revaluation project in accordance with the Proposal Documents. Proposed prices for aforementioned proposals are valid for one hundred (100) days.
7. This annual payment schedule for percentage of completed work for each specific revaluation year is to be completed by the PROPOSER:

**Stages of Completion**

%

- |  |       |
|--|-------|
| a. Bonding and project start-up  | _____ |
| b. Data collection & verification – Residential  | _____ |
| c. Data collection & verification – Commercial/Industrial/Exempt   | _____ |
| d. Data mailers  | _____ |
| e. Valuation Analysis – Land Study   | _____ |
| f. Valuation Analysis – Building Cost  | _____ |
| g. Valuation Analysis – Income and Expense Statements  | _____ |
| h. Field Review – Residential  | _____ |
| i. Field Review – Commercial/Industrial/Exempt   | _____ |
| j. Final Valuations – Residential  | _____ |
| k. Final Valuations – Commercial/Industrial/Exempt   | _____ |
| l. Final Valuations – Properties that have changed since final values,<br>including properties with building permits | _____ |
| m. Assessment Notices with PRC's mailed  | _____ |
| n. Informal Hearings completed and final adjustments   | _____ |
| o. Training of Board of Assessment Appeals members   | _____ |
| p. Board of Assessment Appeals completion of duties  | _____ |
| q. Litigation  | _____ |

The Proposer proposes the following per parcel price to perform the regional revaluation services described in the Proposal Documents: \$\_\_\_\_\_ per parcel x 41,654 parcels = \$\_\_\_\_\_ to be paid over a five year period as described in Exhibit F of the Proposal Documents.

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**Certification:**

The Proposer has read and understood the Proposal Documents, INCLUDING ALL EXHIBITS, which are Exhibit A through Exhibit F, all attached hereto and made a part hereof, and the following addendum: \_\_\_\_\_ (if any. If none, state "None"), and the Proposal conforms to the terms and conditions of the Proposal Documents.

I hereby certify, as an officer of \_\_\_\_\_, that, as the Proposer under these Proposal Documents, all of the information and material supplied to NECCOG as required by these Proposal Documents are complete and true. I, as an officer of \_\_\_\_\_, understand that all of the terms and conditions of these Proposal Documents shall be included in the Contract executed with NECCOG and the Participating Towns, if awarded the Contract. I, as an officer of \_\_\_\_\_, further understand that any information that is found to be incomplete or false or, any attempt to mislead NECCOG and the Participating Towns is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Proposal or the immediate termination of the Contract.

*Type or print (except for signature):*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Notary Public \_\_\_\_\_ [Seal]

**Proposer Information**

Company: \_\_\_\_\_

Type of Legal Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\* If PROPOSER is a Corporation or LLC or other entity attach letter of authorization for signatory to sign and bind a contract.

**Invitation to Submit Proposals**

Northeastern Connecticut Council of Governments

**SCHEDULE 2**

**NON-COLLUSION STATEMENT**

The undersigned hereby declares that this Proposal is made without any connection with any other person or entity making any proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by NECCOG or any of the Participating Towns is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom.

Signed \_\_\_\_\_

\_\_\_\_\_  
Proposer's Name

By: \_\_\_\_\_

Name

\_\_\_\_\_  
Its

\_\_\_\_\_  
Street

\_\_\_\_\_  
City/State      Zip

\_\_\_\_\_  
Date

STATE OF CONNECTICUT:

ss

COUNTY OF:

Subscribed and Sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

**Invitation to Submit Proposals**

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**SCHEDULE 3**

**PROJECT TASKS FOR REVALUATION YEAR**

TOWN OF _____	START DATE	FINISH DATE
Project Duration		
Bonding and Project Start-Up		
Public Information Program		
Residential Data Collection & Verification		
Sales Data Collection & Analyses		
Commercial, Industrial, Public Utility and Exempt Data Verification and Collection		
Data Mailers		
Land Study – Valuation Analysis		
Building Permits		
Building Cost Manual		
Field Review of Values Residential		
Income & Expense Statements – Valuation Analysis		
Integration of CAMA Software with Current Administrative Software		
Field Review of Values Commercial, Industrial, Public Utility and Exempt		
Assessor Value Review		
Final Valuations - Residential		
Final Valuations – Commercial/Industrial/Exempt		
Final Valuations – Properties that have changed since final values, including properties with building permits		
Assessment Change Notices & PRC's Mailed		
Informal Hearings		
Notices of Results of Informal Hearings Mailed		
Property Record Cards Printed and Delivered to Assessor		
Changed Property Record Cards Printed and Delivered to Assessor		
Training of Board of Assessment Appeals Members		
Revaluation Complete through BAA		
Litigation Support		

**Include in the Proposal a Completed Project Task for each PARTICIPATING TOWN**

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### SCHEDULE 4

### PROPOSAL CHECKLIST

All of the following items **MUST** be included with the Proposal. Each item must be clearly identified and listed.

- Item #1 Proposal Form. (Schedule 1)
- Item #2 Non-Collusion Statement. (Schedule 2)
- Item #3 Confirmation of Performance Bond.
- Item #4 Copy of certificate of insurance and confirmation of Insurance.
- Item #5 Listing of all municipal revaluations performed during the past 5 years.
- Item #6 Listing of all municipal revaluations, now underway, under contract, or for which there are bids outstanding.
- Item #7 Listing of personnel to be assigned to the regional revaluation.
- Item #8 Description of the methodologies to be used for assessing values for residential, commercial, industrial, and vacant land parcels.
- Item #9 Description of sales analyses to be performed to verify accuracy of valuations.
- Item #10 Description and outline summary of the proposed public relations program.
- Item #11 Copy of the Proposer's current Connecticut Revaluation Certification.
- Item #12 Indication of how many years the Proposer has been engaged as a company, corporation, partnership, or other entity or individual specializing in municipal revaluation services.
- Item #13 Copy of the Proposer's Financial Statements for the last two (2) fiscal years.
- Item #14 A schedule and percentage of completed work based upon experiences of the Proposer in performing revaluations, on the Proposal Form.
- Item #15 Project Tasks grids for all Participating Towns. (Schedule 3)
- Item #16 Proof of Proposer's ability to utilize each Participating Town's existing software.

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### EXHIBIT A

#### DEFINITIONS

**ASSESSOR** The word "ASSESSOR" shall mean the duly appointed Assessor of each PARTICIPATING TOWN. The use of the term "ASSESSOR" in Exhibits B through F shall mean the Assessor of the PARTICIPATING TOWN then performing its revaluation in accordance with the schedule in Exhibit B unless stated otherwise.

**CAMA** The abbreviation "CAMA" means a Computer-Assisted Mass Appraisal system.

**CONTRACT** The word "CONTRACT" shall mean the document that the CONTRACTOR executes with NECCOG and the PARTICIPATING TOWNS to complete the PROJECT.

**CONTRACTOR** The word "CONTRACTOR" shall mean the certified revaluation company who enters into a CONTRACT with NECCOG and the PARTICIPATING TOWNS to perform the PROJECT.

**NECCOG** The word "NECCOG" shall mean the Northeastern Connecticut Council of Governments.

**PARTICIPATING TOWNS** The phrase "PARTICIPATING TOWNS" shall mean the towns of Ashford, Brooklyn, Canterbury, Eastford, Killingly, Plainfield, Pomfret, Putnam, Sterling, Thompson, Union, and Woodstock.

**PROJECT** The word "PROJECT" shall mean the revaluation and reappraisal of all taxable and tax-exempt real property within the corporate limits of each PARTICIPATING TOWN and for the REVALUATION DATES as specified in Exhibit B.

**REVALUATION DATE** The phrase "REVALUATION DATE" shall mean October 1 of the revaluation year for each TOWN as specified in Exhibit B.

**TOWN** The word "TOWN" shall mean the PARTICIPATING TOWN then performing its revaluation as specified in Exhibit B, unless stated otherwise.

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### EXHIBIT B

THE COMPLETE REAPPRAISAL AND REVALUATION OF ALL REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE PARTICIPATING TOWNS: ASHFORD, BROOKLYN, CANTERBURY, EASTFORD, KILLINGLY, PLAINFIELD, POMFRET, PUTNAM, STERLING, THOMPSON, UNION, AND WOODSTOCK, CONNECTICUT, EFFECTIVE AS OF THE FOLLOWING SCHEDULE, SUBJECT TO APPROVAL BY STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT:

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TOWN OF PUTNAM	OCTOBER 1, 2014
TOWN OF STERLING	OCTOBER 1, 2012
TOWN OF THOMPSON	OCTOBER 1, 2014
TOWN OF UNION	OCTOBER 1, 2015
TOWN OF WOODSTOCK	OCTOBER 1, 2011

EFFECTIVE DATE OF REVALUATION Town of Revaluation	OCTOBER 1, 2011		
	Ashford	Woodstock	TOTAL
Population	4,467	8,229	12,696
Last year of revaluation	2007	2005	
Parcel Count by Type			
100 - Residentially improved parcels	1,581	3,230	4,811
200 - Commercially improved parcels	33	93	126
300 - Industrially improved parcels	2	6	8
400 - Public Utility improved parcels	1		1
500 - Vacant parcels	335	555	890
600 - Vacant parcels classified under PA 490	174	642	816
700 - Ten Mill Property	1		1
800 - Parcels with 4+ unit apartments	7		7
Exempt			
901 - Residentially improved parcels	6		6
902 - Comm/Indus improved parcels	20	57	77
905 - Vacant parcels	109	148	257
<b>Total</b>	<b>2,269</b>	<b>4,731</b>	<b>7,000</b>
CAMA System currently in use	Vision 6.4	Vision 6.4	
Administrative System currently in use	Assessor System 2000 by QDS	Assessor System 2000 by QDS	

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EFFECTIVE DATE OF REVALUATION	OCTOBER 1, 2012		
Town of Revaluation	Plainfield	Sterling	TOTAL
Population	15,430	3,748	19,178
Last year of revaluation	2007	2007	
Parcel Count by Type			
100 - Residentially improved parcels	4,700	1,297	5,997
200 - Commercially improved parcels	212	57	269
300 - Industrially improved parcels	58	8	66
400 - Public Utility improved parcels	19		19
500 - Vacant parcels	746	261	1,007
600 - Vacant parcels classified under PA 490	218	83	301
700 - Ten Mill Property			
800 - Parcels with 4+ unit apartments	96	9	105
Exempt			
901 - Residentially improved parcels	10	2	12
902 - Comm/Indus improved parcels	35	19	54
905 - Vacant parcels	142	57	199
<b>Total</b>	<b>6,236</b>	<b>1,793</b>	<b>8,029</b>
CAMA System currently in use	Vision 6.4	iasWorld 3.4.4	
Administrative System currently in use	Assessor System 2000 by QDS	Assessor System 2000 by QDS	

EFFECTIVE DATE OF REVALUATION	OCTOBER 1, 2013		
Town of Revaluation	Eastford	Killingly	TOTAL
Population	1,798	17,826	19,624
Last year of revaluation	2007	2,007	
Parcel Count by Type			
100 - Residentially improved parcels	859	5,545	6,404
200 - Commercially improved parcels	41	226	267
300 - Industrially improved parcels	7	64	71
400 - Public Utility improved parcels		26	26
500 - Vacant parcels	115	756	871
600 - Vacant parcels classified under PA 490	61	194	255
700 - Ten Mill Property			
800 - Parcels with 4+ unit apartments		139	139
Exempt			
901 - Residentially improved parcels	3	8	11
902 - Comm/Indus improved parcels	10	66	76
905 - Vacant parcels	38	186	224
<b>Total</b>	<b>1,134</b>	<b>7,210</b>	<b>8,344</b>
CAMA System currently in use	Vision 6.4	iasWorld 3.4.4	
Administrative System currently in use	Assessor System 2000 by QDS	Assessor System 2000 by QDS	

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EFFECTIVE DATE OF REVALUATION	OCTOBER 1, 2014			
	Town of Revaluation	Putnam	Thompson	TOTAL
Population		9,307	9,269	18,576
Last year of revaluation		2008	2009	
Parcel Count by Type				
100 - Residentially improved parcels		2,889	3,644	6,533
200 - Commercially improved parcels		227	126	353
300 - Industrially improved parcels		55	46	101
400 - Public Utility improved parcels		3	3	6
500 - Vacant parcels		399	1,015	1,414
600 - Vacant parcels classified under PA 490		94	395	489
700 - Ten Mill Property				
800 - Parcels with 4+ unit apartments		30	43	73
Exempt				
901 - Residentially improved parcels		12	5	17
902 - Comm/Indus improved parcels		45	48	93
905 - Vacant parcels		113	235	348
<b>Total</b>		<b>3,867</b>	<b>5,560</b>	<b>9,427</b>
CAMA System currently in use		Vision 6.4	Vision 6.4	
Administrative System currently in use		Assessor System 2000 by QDS	Assessor System 2000 by QDS	

EFFECTIVE DATE OF REVALUATION	OCTOBER 1, 2015					
	Town of Revaluation	Brooklyn	Canterbury	Union	Pomfret	TOTAL
Population		7,949	5,118	751	4,168	17,986
Last year of revaluation		2009	2009	2008	2009	
Parcel Count by Type						
100 - Residentially improved parcels		2,541	1,876	353	1,354	6,124
200 - Commercially improved parcels		80	53	5	56	194
300 - Industrially improved parcels		10	17	6	5	38
400 - Public Utility improved parcels		8		7	9	24
500 - Vacant parcels		526	363	22	174	1,085
600 - Vacant parcels classified under PA 490		167	116	244	339	866
700 - Ten Mill Property		1	1		9	11
800 - Parcels with 4+ unit apartments		27	4		6	37
Exempt						
901 - Residentially improved parcels		11	2		26	39
902 - Comm/Indus improved parcels		36	15	13	24	88
905 - Vacant parcels		67	74	74	137	352
<b>Total</b>		<b>3,474</b>	<b>2,521</b>	<b>724</b>	<b>2,139</b>	<b>8,858</b>
CAMA System currently in use		Vision 6.4	Vision 6.4	Vision 6.4	Vision 6.4	
Administrative System currently in use		Assessor System 2000 by QDS	Assessor System 2000 by QDS	Assessor System 2000 by QDS	Assessor System 2000 by QDS	

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### **EXHIBIT C**

#### 1. **SCOPE OF REAPPRAISAL AND REVALUATION**

The PROJECT includes the complete revaluation of all real estate within the corporate limits of the PARTICIPATING TOWNS effective as of October 1 of the revaluation year shown on Exhibit B.

The Contractor shall perform all work for the PROJECT in strict accordance with the hereinafter-listed specifications.

All work will be carried out and all forms, materials, and supplies utilized in this PROJECT shall conform to and be carried out in accordance with the requirements of the Secretary, Office of Policy and Management, the Connecticut General Statutes, and Regulations of Connecticut State Agencies pertaining hereto, and shall be subject to the direct supervision and approval of the ASSESSOR of the TOWN.

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 appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.

The PROJECT will cover and include all real property, all tax-exempt real estate (land, buildings and improvements) and all public utility and buildings in the PARTICIPATING TOWNS.

It is understood and agreed that the revaluation of properties covered by the CONTRACT shall exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation, shall be acceptable to the ASSESSOR and shall conform to the procedures and technical requirements of the ASSESSOR.

At least twice monthly, CONTRACTOR shall meet with the ASSESSOR to discuss the progress and various other details of the PROJECT.

The PROJECT shall not include the valuation of personal property.

#### 2. **EFFECTIVE DATE**

The effective date of the PROJECT shall be October 1 and the pricing and valuation by the CONTRACTOR of all land, buildings, and property under the CONTRACT shall reflect the fair market value as of the REVALUATION DATE.

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### 3. GENERAL CONDITIONS

#### A. CONTRACTOR

The CONTRACTOR must hold, from the time of submission of the proposal through the completion of all work hereinafter required, a valid Connecticut Revaluation Company Certification pursuant to Section 12-1c of the Connecticut General Statutes.

#### B. PERSONNEL

The CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements of the Equal Employment Opportunity provisions of Federal and State governments. The CONTRACTOR shall submit to the PARTICIPATING TOWNS, written qualifications and copies of Connecticut Revaluation Employee Certifications as well as a copy of a valid driver's license for all personnel assigned to this PROJECT.

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

##### 1. Minimal Qualifications

###### a. Project Manager or Supervisor

The administration of this PROJECT shall be assigned by the CONTRACTOR to a project manager or supervisor, who shall be certified by the State of Connecticut as a Revaluation Supervisor pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall have not less than five (5) years of mass appraisal experience and seven (7) years of practical appraisal experience in the appraisal of commercial, industrial, apartment, and residential type properties. The project manager or supervisor shall be subject to approval by all of PARTICIPATING TOWNS.

The project manager or supervisor shall spend a sufficient percentage of the supervisor's working time per month in the TOWN in order to complete the PROJECT per the schedule described below. Sufficient time and personnel shall be per the PROJECT Plan submitted by the CONTRACTOR and approved by the ASSESSOR. This provision shall be effective from the commencement of work in the TOWN until the successful completion of the PROJECT as outlined in the time schedule. The project manager shall show proof of experience and competency with the CAMA software.

###### b. Reviewers and Appraisers

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall not have less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two years of this experience shall have been in the mass appraisal field and shall have occurred within the past five years. All reviewers and appraisers shall be subject to the approval of the TOWNS prior to the commencement of their duties on this PROJECT in such TOWN.

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### 2. Identification

All field personnel shall have visible and clip-on identification cards that shall include an up-to-date photograph, supplied by the CONTRACTOR and signed by the TOWN'S ASSESSOR. In addition, all field personnel shall carry a "letter of introduction" signed by the ASSESSOR. All personnel may be subject to finger printing and background checks by the Connecticut State Police.

All automobiles used by CONTRACTOR'S personnel shall be registered with the Connecticut State Police, local law enforcement provider of the TOWN or any other such entity as deemed appropriate by the TOWN, providing license number, make, model, year and color of all vehicles used on this PROJECT.

### 3. Conflict of Interest

The CONTRACTOR without the prior approval of the ASSESSOR shall employ no resident of the TOWN or TOWN employee.

## 4. COMPLETION DATE AND TIME SCHEDULE

### A. ASSESSMENT DATE

The completed appraisals, upon approval of the ASSESSOR will serve as the basis for assessments effective on the Grand List of October 1 of the revaluation year. Notwithstanding dates mentioned in the revaluation schedule, all information on property record cards and computer database shall reflect actual information as of the October 1 REVALUATION DATE.

### B. REVALUATION SCHEDULE

The revaluation work may be started at the convenience of the CONTRACTOR, but not later than the first Wednesday of August of the year prior to revaluation and must continue in a diligent manner so as to ensure completion within the schedule of completion dates as set forth below.

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

- a. Complete residential data collection (except for current building permits) by the first Wednesday of April of the revaluation year.
- b. Complete commercial, industrial, public utility, special purpose and tax exempt data verification (as noted in these specifications) by the last Wednesday of April of the revaluation year (except for current building permits).
- c. Complete land study with written report and values set by the last Wednesday of June of the revaluation year.
- d. Complete building cost investigation including local builders with written report of same and cost manual by the first Wednesday of May of the revaluation year.
- e. Data mailers, to include all recently collected data, to be mailed by the first Wednesday of June of the revaluation year.
- f. Complete study of market rents, expenses and capitalization factors set out in a written report by property category by the last Friday of June of the revaluation year. Study shall show local information and analysis of comparable regional data and analysis where appropriate.

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- g. Deliver completed residential appraisals in the CAMA Data Base with all measurements, sketches, listings, pricing, review and values to the ASSESSOR by the last Wednesday of July of the revaluation year.
- h. Deliver completed commercial, industrial, public utility, and special purpose, and exempt property appraisals in the CAMA Data Base with all measurements, sketches, listings, pricing, review, and values to the ASSESSOR by the first Wednesday of September of the revaluation year.
- i. Deliver complete appraisals of properties that have changed since the final deliverables noted in g. and h. above. This will include appraisals of both totally and partially completed property changes (i.e. property splits, properties with improvement changes), 100% completed no later than ten (10) working days following October 1 revaluation date.
- j. ASSESSOR completes review and final adjustments, no later than October 31 of the revaluation year.
- k. Assessment notices printed, addressed, and mailed no later than the second Wednesday of November of the revaluation year.
- l. Informal hearings to begin no later than November 30<sup>th</sup> of the revaluation year and end no later than December 20 of the revaluation year. Hearings shall begin no sooner than fourteen days after the mailing of the assessment notices.
- m. Notices of results of informal hearings completed and mailed out, computer file updated and final property record cards printed, delivered to ASSESSOR no later than the first Wednesday of January following the revaluation year.
- n. A completed Office of Policy and Management Performance-Based Revaluation Standards Certification Form with required attachments. Such certification shall indicate that the revaluation is in compliance with all requirement of the State of Connecticut, completed by the first Wednesday in January following the revaluation year.
- o. Any changes to this schedule must be approved by the ASSESSOR.

## 5. **RESPONSIBILITIES OF THE CONTRACTOR**

### A. **GOOD FAITH**

The 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.

### B. **PUBLIC RELATIONS**

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

The CONTRACTOR shall place the assessment data onto a website approved by the ASSESSOR from the date that the revaluation notices are mailed until December 31 of the year following

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reevaluation. The detailed information pertaining to all revaluated properties shall be approved by the ASSESSOR, prior to appearing on the website.

The CONTRACTOR shall provide reasonable assistance to the ASSESSOR in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs, and property owner groups as a means of establishing understanding and support for the revaluation program and sound assessment administration. The CONTRACTOR shall supply visual aids and other media at its disposal to this end. The ASSESSOR prior to release shall approve all public releases.

Contractor will provide a toll-free number to be used by the TOWN'S citizens for the scheduling of appointments and hearings.

#### C. CONDUCT OF COMPANY EMPLOYEES

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

#### D. RECORDS

##### 1. General Provisions

The CONTRACTOR shall provide all property record cards, computer supplies, other supplies, equipment, forms, literature, and papers to be used in this PROJECT at no additional cost to the TOWN. All forms shall be subject to approval by the ASSESSOR as to format, design, content, shape, size, color, quality and quantity and shall be further subject to the approval of the Secretary of the Office of Policy and Management as may be required by Connecticut General Statutes. At the completion of the PROJECT, the CONTRACTOR shall provide the TOWN with a reasonable additional supply of the necessary forms used to support the CONTRACTOR'S computer assisted mass appraisal program.

##### 2. CAMA System

The CONTRACTOR shall provide the services described in the CONTRACT and its accompanying reappraisal and revaluation utilizing the TOWN'S existing CAMA software. The TOWN'S existing assessment database information shall be used as the basis for the revaluation analysis. The CONTRACTOR shall provide proof of the CONTRACTOR'S ability to work with the TOWN'S existing CAMA software.

##### 3. Records are TOWN Property

The original or a copy of all records and computations, including machine readable data bases, made by the CONTRACTOR in connection with any appraisal or property in the TOWN shall, at all times, be the property of the TOWN and, upon completion of the PROJECT or termination of the CONTRACT by the TOWN, shall be left in good order in custody of the ASSESSOR. Such records and computations shall include but not be limited to: 1) assessors maps; 2) land value maps; 3) materials and wages, cost investigations and schedules; 4) data collection forms, listing cards, property record cards with property valuations and sketches; 5) capitalization rate data; sales data; 7) depreciation tables; 8) computations of land and/or building values; 9) letters of memoranda to individuals or groups explaining methods used in appraisals; 10) operating statements of income

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properties; 11) duplicate notice of valuation changes; and 12) database of all property records, CAMA system, and integration with administrative system.

4. ASSESSOR'S Records

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

The ASSESSOR will permit the CONTRACTOR to use all the current residential data including computerized sketches.

5. Property Record Cards (Street Cards)

The CONTRACTOR shall complete Property Record Cards, commonly referred to as "Street Cards", and filed in street order as required by the Assessor or in another mutually agreed upon order. These cards shall contain all manner of information affecting value, including but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with the unit of value applicable to each, public utilities available, underground oil tanks, public improvements and zoning regulations in effect as of the assessment date. All physical improvements shall be listed giving all interior and exterior construction details. Quality of construction, age, condition, replacement values, percent of physical, functional and economic depreciation, depreciated values, and fair market value and assessment value will be shown. A computer generated sketch of all buildings, with the appropriate scale of such sketch, shall also be shown on these cards, as well as a photo image of each major structure and the location of each out-building in relation to the major structure.

E. ASSESSMENT NOTICES

Per the schedule of the project tasks, a notice shall be sent, at the CONTRACTOR'S expense by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the property identified in the notice, prepared in duplicate and in conformity with the Connecticut General Statutes. Included in this notice will be a copy of the proposed street card. The CONTRACTOR will provide the needed information for the notice, to include the Board of Assessment Appeals process as specified in Section 12-111 of the Connecticut General Statutes. Also enclosed with such notice shall be information specifying the dates, times and places of the informal public hearings. Such notices shall be subject to approval by the ASSESSOR.

F. INFORMAL PUBLIC HEARINGS

At a time and place mutually agreeable to the ASSESSOR and the CONTRACTOR, but not later than November 30<sup>th</sup> of the revaluation year, and following completion of all review work by the ASSESSOR and the CONTRACTOR, the CONTRACTOR shall hold public hearings so that owners of property or their legal representatives may appear at specified times to discuss with qualified members of the CONTRACTOR'S staff, the valuations of their property. The CONTRACTOR'S personnel shall explain the manner and methods of arriving at value.

The CONTRACTOR, in conjunction with recommendations of the ASSESSOR, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said hearings

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expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration, and adjustments shall be made where warranted.

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

The CONTRACTOR shall be responsible for sending notice, by First Class mail at the CONTRACTOR'S expense, to each taxpayer or his or her legal representative who appears at these hearings seeking a review of valuation. Such notice shall include the original valuation determined by the CONTRACTOR and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be subject to approval by the ASSESSOR. Included in this notice will be a copy of the revised street card.

#### G. BOARD OF ASSESSMENT APPEALS

The CONTRACTOR shall have a qualified member of the CONTRACTOR'S staff, approved by the ASSESSOR, available for attendance at any deliberations of the Board of Assessment Appeals held after the completion of the revaluation, Sundays excluded, but such availability and attendance shall not be required after the date for the completion of the duties of the Board of Assessment Appeals on the Revaluation Grand List, to assist in the settlement of complaints and to explain the valuations made.

#### H. LITIGATION

In the event of appeal to the courts, either pursuant to Section 12-117a, Section 12-118 or Section 12-119 of the Connecticut General Statutes (as amended from time to time), the CONTRACTOR shall furnish a competent witness or witnesses with first hand knowledge of the PROJECT to defend the valuation of the properties appraised until final adjudication it being understood that the CONTRACTOR shall furnish two days of said witnesses for each court action instituted on the Revaluation Grand List assessments at no charge, after the initial two days, the CONTRACTOR'S per diem rate provided in the proposal attached to the CONTRACT will be charged. If an action arises to revoke the Revaluation Grand List, the CONTRACTOR shall provide competent witnesses to defend the revaluation at no cost to the TOWN.

##### 1. Narrative Reports

Should court testimony be required, a fully documented narrative report will be presented. This report will include at a minimum: purpose of the appraisal, scope and function of the appraisal, property rights appraised, definitions of market value, identification of property, regional data, town data, neighborhood data, zoning information, tax information, location and site data, description of improvements present use, highest and best use, valuation method, cost approach, sales comparison approach, reconciliation, limiting conditions and certification and photographs of the subject. An appraiser who holds a general certification in the State of Connecticut will prepare such reports.

##### 2. Assessment Change

The CONTRACTOR shall not be held responsible for any assessment changed from the original valuation figure by parties other than the CONTRACTOR.

#### I. INFORMATION

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1. Information to TOWN

The CONTRACTOR shall give to the ASSESSOR any and all information requested pertaining to the PROJECT for a period of one year after completion of the duties of the Board of Assessment Appeals on the Revaluation Grand List, without any additional cost to the TOWN.

2. Work Schedule

Throughout the appraisal process, the CONTRACTOR shall satisfy all requests made by the ASSESSOR for information as to the CONTRACTOR'S planned work schedule for the PROJECT, personnel employed on the PROJECT, appraisal methods and procedures utilized, and the status of the work. Written monthly status reports are required to be filed with the ASSESSOR throughout the duration of the PROJECT.

3. Discrepancy Report

When field inspections are completed, the CONTRACTOR shall compile a report, which lists all discrepancies between the property information listed on, the current property record cards in the office of the ASSESSOR and the information collected during the field inspection. The report shall list major differences such as construction and improvements that may have taken place on the property since the last inspection of the property. Major differences would include square footage, interior improvements, additions, outbuildings, and yard improvements.

4. Periodic Status Reports

The CONTRACTOR shall submit to the ASSESSOR monthly status reports as well as any work completed that is to be reviewed by the ASSESSOR. The report shall contain specifics as to the work completed and the work to be done in the next month. The ASSESSOR shall review and evaluate the progress of the PROJECT, and shall notify the CONTRACTOR whether the work performed is satisfactory and timely.

5. Transmittal Of Records To The ASSESSOR

Regular periodic delivery of appraisals, as completed, shall be turned over to the ASSESSOR for review. All appraisals of buildings either completed or under construction and all completed and corrected records shall be turned over to the ASSESSOR by the dates specified in the schedule agreed upon by the ASSESSOR. All documentation employed in conjunction with this program, shall become the property of the ASSESSOR. The final inspection and review shall take into consideration any known or apparent changes in the individual property since it was first inspected in order that the final appraisal of property shall be made as of the Revaluation Grand List. This information and/or appraisal or record shall not be made public until after the informal hearings, except to the extent that public access may be compulsory under the provisions of applicable law.

6. Certification

The CONTRACTOR shall meet all requirements set forth in the CONTRACT and no exceptions and or amendments may be made unless expressly authorized by the ASSESSOR. The ASSESSOR must certify that the values resulting from this PROJECT represent 70% of the fair market value pursuant to Section 12-63 of the Connecticut General Statutes. As a condition of a successful project completion, the CONTRACTOR'S work product must meet all certification requirements of the ASSESSOR and the Connecticut Office of Policy and Management.

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### J. BUILDING COST SCHEDULES

#### 1. General

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

#### 2. Types of Cost Schedules

##### a. Residential

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

##### b. Commercial

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

##### c. Industrial and Special Structures

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

##### d. Farm

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

#### 3. Depreciation Schedules

Depreciation schedules or methods to be used in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial, farm, and special use buildings and all be approved by the ASSESSOR.

#### 4. Schedules for TOWN

The CONTRACTOR shall supply and leave for the TOWN, not less than two (2) copies of all of the above required building cost schedules and depreciation schedules for the TOWN'S usage, one copy of which shall be turned over to the ASSESSOR upon approval of the schedules.

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### 6. APPRAISAL SPECIFICATIONS

#### A. APPRAISAL OF LAND

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

##### 1. Land Inspection

The CONTRACTOR shall make an inspection of each plot or lot and note topographical irregularities, such as high banks and steep slopes or anything else, which may detract from the usefulness and value of the land.

##### 2. Land Value Study

Land shall be valued on the basis of an analysis of all sales data occurring during the **three-year** period prior to October 1 of the Revaluation Year (or such other reasonable period as deemed necessary by the ASSESSOR). The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the ASSESSOR.

The CONTRACTOR shall make a careful investigation of this data and shall consult owners, real estate agents, banks and other sources for information relative to sales of properties within the TOWN. All factors affecting the final values of land shall be considered, such as location, zoning, utilities, size, vacancy, form of ownership, non-conforming uses, zoning variances and those factors that might affect land value such as topographical irregularities, high banks, steep slopes and other factors that may detract from or add to the usefulness of the land.

This study shall be set out in a written report delivered to the Assessor required by the CONTRACT.

##### 3. Land Value Unit

The CONTRACTOR shall prepare land unit values by acreage or fractional acreage; whichever in the judgment of the CONTRACTOR and ASSESSOR most accurately reflects the market for the appraised land.

##### 4. Land Value Map

The CONTRACTOR shall delineate the land value units on all streets and acreage in the TOWN on a suitable map to be provided by the TOWN. The land value map shall be returned to the TOWN prior to the completion of the PROJECT.

##### 5. Neighborhood Delineation

After consideration of the environmental, economic and social characteristics of the TOWN, the CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate "neighborhood" units within the TOWN. Each neighborhood unit will, in the CONTRACTOR'S opinion, exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code, which will be used for valuation. These neighborhood codes shall be recorded and maintained on all property record cards and the computer database.

#### B. APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES

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

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the TOWN, on proper forms as previously covered in these specifications. CONTRACTOR shall also note existence of any in-home business or use of property other than its classification.

#### 1. Interior Inspections

- a. The CONTRACTOR shall guarantee to make a careful inspection of the complete interior of at least 95% of all properties that need to be inspected as required by the Connecticut General Statutes, excluding those wherein the owner refuses permission to inspect, in accordance with subsection c, below.

Properties, whose owners have not answered letters requesting an appointment for inspection, will also be excluded from the total number of properties in computing the 95% inspection requirement.

For each property above the allowable 5%, which is not properly inspected, the ASSESSOR may assess a penalty of one hundred dollars (\$100.00) which shall be deducted from the fees to be paid to CONTRACTOR, as described in Exhibit F.

The CONTRACTOR agrees that property inspections are to be done of properties not inspected within the last ten (10) years but shall be no less than fifty percent (50%) of the total number of improved properties within the TOWN, with the EXCEPTION of the REVALUATION YEAR 2011 wherein ALL improved properties in the TOWN OF WOODSTOCK are required to be inspected in accordance with this subsection.

- b. The data collector shall have each interior inspection verified, including the date of the inspection, by having an adult owner or resident of each building or dwelling unit sign the data collection form.
- c. When entrance to a building for an inspection is refused, the data collector 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 the situation, and if the ASSESSOR shall be unable to gain the cooperation of the party involved, the ASSESSOR shall so notify the CONTRACTOR, and the CONTRACTOR shall proceed to estimate the value of the building on the basis of facts ascertainable without entry and make adequate notations of the lack of cooperation, and the manner of arriving at value, conspicuously on the property record card.
- d. The data collection form shall indicate the initials of the data collector and the date(s) of the inspection(s).
- e. Where necessary, the CONTRACTOR shall make one (1) call back. The data collector making such a call back shall duly note the time and date at which the call back was made on the data collection form.
- f. If after one (1) call back, contact was not established with a property owner, a notification letter approved by the ASSESSOR, shall be mailed by the CONTRACTOR, notifying the property owner that the representatives of the CONTRACTOR were not able to make contact, and requesting that within a prescribed time limit the property owner contact the CONTRACTOR, by telephone or mail, for alternative arrangements for the inspection of the property.

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#### 2. Exterior Inspection

- a. The perimeter of all improvements shall be carefully reviewed for accuracy against the ASSESSOR'S current records.
- b. If it is evident to the data collector that the existing outline sketch or any part thereof is inaccurate for any reason, it shall be re-measured; or if no sketch presently exists, such as for new construction, the improvements shall be measured to the nearest foot.
- c. Physical data of the parcel shall be recorded on the data collection form at the site.
- d. Existing sketches in the current residential CAMA system and on current commercial and industrial record cards in the ASSESSOR'S office will be made available to the CONTRACTOR for verification.
- e. The CONTRACTOR shall update all physical data on the CAMA System.

#### 3. Review

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

The properties shall be reviewed for classification, final value, and to assure that their value is correlated to comparable properties. The ASSESSOR shall be notified of the dates of reviewing and be entitled to accompany the reviewers during this phase of the revaluation.

#### 4. Pricing and Valuations

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

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

#### 5. Sales Analyses

Sales analyses of residential properties shall be performed as means of substantiating the values derived. These analyses shall be done on the aggregate of all residential properties, on each of the neighborhoods, on residential properties by type, by classification, age, and size. The sales analyses shall include, at a minimum, sales ratios, mean, median, mode, standard deviation, coefficients of variance and dispersion, price-related differential and confidence rating. Any additional requests for sales analyses by the ASSESSOR shall also be performed. These analyses shall be set out in a written report to the ASSESSOR.

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

#### 1. General

All commercial, industrial, public utility, special purpose, and exempt buildings shall be reviewed, classified and priced in the same manner as residential properties as set forth

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previously in these specifications, except that the dimensions of all buildings shall also include the height, which shall be recorded on the property record card. CONTRACTOR shall also note any use of property which differs from its classification.

2. Description

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

3. Income Approach

Income and expense data gathered by the TOWN shall be utilized by the CONTRACTOR for income producing and, where appropriate, owner-occupied properties. Any income and expense data with accompanying summary reports and rent schedules shall become property of the TOWN. All information filed and furnished with the income and expense report shall not be a public record and is not subject to the provisions of Section 1-200 et. seq. (Freedom of Information Act) of the Connecticut General Statutes. From these returns and other data sources, such as field investigations and interviews, the CONTRACTOR will establish market or economic rent and expenses for income producing properties. The CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors, and appraisers to ensure their accuracy. When the ASSESSOR has approved the rates and methods, the CONTRACTOR shall perform the income approach using both actual and economic income and expenses.

4. Yard and/or Site Improvements

All yard improvements shall be listed and valued separately.

5. 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 completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible.

#### D. CONTROL AND QUALITY CHECKS

1. Field Checks

The ASSESSOR shall spot check in the field, properties picked at random by the ASSESSOR, with or without the appropriate CONTRACTOR'S supervisor.

2. Building Permits

The ASSESSOR shall screen and make available on a timely basis to the CONTRACTOR, copies of all building permits issued during the course of the revaluation to allow the inclusion of all new construction, additions, and remodeling in the CONTRACTOR'S appraisals.

3. Incomplete Construction

The CONTRACTOR shall provide the ASSESSOR, with a report of all property record cards that have incomplete improvements on the Revaluation Grand List. The property

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record card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date.

#### 4. Sales Analyses

Sales analyses of properties shall be performed as means of substantiating the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at minimum, sales ratios, coefficients of dispersion, price-related differential and sold/unsold property test. Any additional requests for sales analyses by the ASSESSOR shall also be performed.

### 7. RESPONSIBILITIES OF THE TOWN

#### A. NATURE OF SERVICE

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

#### B. COOPERATION

The ASSESSOR, TOWN, and its employees will cooperate with and render reasonable assistance to the CONTRACTOR and shall, in good faith, use its best efforts to assist the ASSESSOR in determining accurate and proper market valuation, and shall not undervalue any land, buildings or other property to avoid or minimize its responsibilities under the CONTRACT.

#### C. ITEMS FURNISHED BY THE TOWN

Each TOWN shall furnish the following:

##### 1. Maps

Each TOWN shall furnish the most up to date TOWN Tax Maps that are currently available showing streets, and property lines and boundaries.

##### 2. Land Dimensions

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

##### 3. Zoning

The TOWN will make available current TOWN zoning regulations and zoning maps.

##### 4. Existing Property Record Cards

The TOWN will make available the present property record cards and present data bases for use by the CONTRACTOR.

##### 5. Property Transfers

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

##### 6. Building Permits

The TOWN shall make available copies of all building permits issued during the course of the revaluation project up to October 1 of the revaluation year.

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7. Income and Expense Forms

The TOWN shall make available all copies of the Income and Expense information received by the TOWN for the three (3) years preceding the revaluation year. All information filed and furnished shall not be a public record and is not subject to the provisions of Section 1-200 et. seq. (Freedom of Information Act) of the Connecticut General Statutes.

8. Signing of Communications

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

9. Mailing Address

The TOWN shall make available through the ASSESSOR'S or Tax Collector's Office the current mailing address and other relative data that exists on the administrative program for all property owners.

10. Work Area

The TOWN shall furnish to the CONTRACTOR sufficient work area necessary to carry out the terms of the CONTRACT.

8. **TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR**

A. RECORDS

Delivery of appraisals shall be in accordance with a schedule agreeable to the ASSESSOR and shall be turned over to the ASSESSOR for review. All appraisals of buildings either complete or under construction, shall be completed as of 2<sup>nd</sup> Wednesday of October of the revaluation year. All completed and/or corrected records shall be turned over to the ASSESSOR as of January 5 following the revaluation year. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected, including building permits, in order that the final appraisal of property shall be appraised as of the October 1 REVALUATION DATE.

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

It is understood and agreed that the reappraisal of properties covered by this agreement shall conform to the procedures and technical requirements of the ASSESSOR and, at least weekly, the Supervisor, shall meet with said ASSESSOR to discuss the progress and various other details of the PROJECT.

B. REPORTS

The CONTRACTOR shall deliver to the ASSESSOR all reports required by the CONTRACT, such as the incomplete construction report, informal hearing report, property, manuals, cost schedules, depreciation schedules, land value study, and discrepancy report.

C. PERFORMANCE-BASED REVALUATION CERTIFICATION

1. Completion of Certification by CONTRACTOR

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The CONTRACTOR shall perform the required statistical analyses and complete the Performance-Based Revaluation Certification as prescribed by the Secretary of the OPM, in accordance with Section 12-62i-1 to 12-62i-8 of the Regulations of Connecticut State Agencies.

2. Notice of Method

The CONTRACTOR shall notify the ASSESSOR, not later than October 1 REVALUATION DATE, which of the two methods available for certification (Ratio Testing Standards or Procedural Testing Standards) that the CONTRACTOR will use for the certification process.

Compliance

If the revaluation is not in compliance with the required statistical analysis the CONTRACTOR shall make such adjustments to the appraisal of the properties to ensure compliance with the said requirements.

**EXHIBIT D**

**PERFORMANCE BOND OR OTHER SECURITY**

NECCOG and the PARTICIPATING TOWNS have required that a performance bond be provided, unless the PARTICIPATING TOWNS accept an alternate form of security, to secure the CONTRACTOR's obligations under the CONTRACT. If the security required by the PARTICIPATING TOWNS is a performance bond, the CONTRACTOR must provide the performance bond as follows:

The CONTRACTOR shall, to secure the faithful performance by the CONTRACTOR of the terms of this agreement, furnish to NECCOG and the PARTICIPATING TOWNS, a Performance Surety Bond in the amount of the full value of the CONTRACT, which bond shall be issued by a bonding company licensed to do such business in the State of Connecticut with a minimum (A.M.) Best Company rating of "A/VII." Said bond shall be delivered to NECCOG prior to the commencement of actual work and shall be in a form satisfactory to and approved by each of the PARTICIPATING TOWNS and shall be held by NECCOG to benefit the PARTICIPATING TOWNS. This bond shall include the appeal requirements described in the CONTRACT.

It is understood and agreed that upon completion of the last revaluation for a PARTICIPATING TOWN as scheduled in Exhibit B and approved delivery to that PARTICIPATING TOWN of the last revaluation, that the performance bond shall be reduced to an amount of the full value of the CONTRACT minus the amount of the value of the CONTRACT allocable to that PARTICIPATING TOWN, except for ten percent (10%) of the value of the CONTRACT allocable to that PARTICIPATING TOWN to cover the defense of all appeals, for that PARTICIPATING TOWN. This reduced amount of bond shall replace the then-existing bond after all of the revaluations required by the CONTRACT have been completed and have been approved by the ASSESSOR of such PARTICIPATING TOWN and after the completion of the duties of the Board of Assessment Appeals of such PARTICIPATING TOWN. The final ten percent (10%) for such PARTICIPATING TOWN shall be held and remain effective until a final resolution in the courts of any timely appeals taken from the decisions of the Board of Assessment Appeals of such PARTICIPATING TOWN. The performance bond shall be held until the completion of all duties under the CONTRACT and shall never be in an amount that is less than the remaining value of the CONTRACT allocable to the PARTICIPATING TOWNS which have not yet had revaluations.

If the PARTICIPATING TOWNS elect an alternate form of security, the parties shall agree on a form of agreement to describe how such alternate security shall secure the CONTRACTOR's obligations.

**EXHIBIT E**

**PROVISIONS TO BE INCLUDED IN THE CONTRACT**

1. **INSURANCE**

The CONTRACTOR shall, at its own expense and cost, provide and keep in force for the duration of the CONTRACT the following insurance coverage:

a. Workers' Compensation insurance in the required amount and employers' liability insurance in the following amounts:

- Bodily injury by accident - \$100,000 each accident,
- Bodily injury by disease - \$500,000 each accident, and
- Bodily injury by disease - \$100,000 each employee.

The policy must provide coverage for benefits payable under the Connecticut Workers Compensation Act, and include the Voluntary Compensation endorsement.

b. Appraiser's professional liability insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim subject to \$2,000,000 aggregate. Any deductible applicable to a claim must be noted on the certificate of insurance. If the policy is written on a claim made policy form, the CONTRACTOR must maintain the insurance for a period of two years from the completion of the CONTRACT.

c. During the term of the CONTRACT, the CONTRACTOR shall provide public liability insurance for bodily injury and property damage. The public liability insurance shall be written on a comprehensive form and include without limitation, coverage for premises and operations, completed operations, independent contractors, personal and advertising injury, broad form property damage, blanket contractual and personal injury. The required limits of liability are:

- \$2,000,000 - General Aggregate
- \$2,000,000 - Product-Completed Operations Aggregate
- \$1,000,000 - Personal and Advertising Injury
- \$1,000,000 - Each Occurrence
- \$ 50,000 - Fire Damage/Fire
- \$ 5,000 - Medical Expense/Person

**NECCOG and each PARTICIPATING TOWN, their respective officials, employees and agents must be named as an Additional Insured on a primary and non-contributory basis on the policy.**

d. Automobile liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.

**NECCOG and each PARTICIPATING TOWN, their respective officials, employees and agents must be named as an Additional Insured on a primary and non-contributory basis on the policy.**

e. Upon execution of the CONTRACT, and thereafter no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to the CONTRACT, the CONTRACTOR

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shall deliver to NECCOG and each of the PARTICIPATING TOWNS a certificate(s) of insurance to show compliance with the insurance requirements listed above.

- f. Each policy of insurance shall be issued by financially responsible insurers duly licensed to do business in the State of Connecticut. The insurers shall be reasonably acceptable to each PARTICIPATING TOWN and shall have an A.M. Best Company rating of "A/VII" or better.
- g. Each policy of insurance shall include a waiver of subrogation in favor of NECCOG and the PARTICIPATING TOWNS and shall provide no less than thirty (30) days notice to the NECCOG and the PARTICIPATING TOWNS in the event of a cancellation or change in conditions or amounts of coverage.

## 2. INDEMNIFICATION AND CONDITIONS

- A. The CONTRACTOR is an independent contractor and, as such, is not and shall not be construed to be an agent or employee of NECCOG or any of the PARTICIPATING TOWNS. The CONTRACTOR further agrees to indemnify, hold harmless and defend NECCOG and each PARTICIPATING TOWN and their respective officials, agents and employees at the CONTRACTOR'S expense from and against any and all claims, damages, losses and expenses (including but not limited to fees and changes of attorneys and court and arbitration costs) arising out of or in any manner connected with the operations to be performed under the CONTRACT, or costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of the CONTRACT.
- B. The CONTRACTOR will promptly notify NECCOG and the PARTICIPATING TOWNS of any claim or case formally brought against the CONTRACTOR.
- C. This provision shall survive termination of the CONTRACT.

## 3. TRANSFER, ASSIGNMENT AND SUBLETTING OF CONTRACT

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

Nothing contained in the CONTRACT shall be deemed to create any contractual relationship between any subcontractor and the PARTICIPATING TOWNS.

## 4. MISREPRESENTATION OR DEFAULT

All of the PARTICIPATING TOWNS may void the CONTRACT if the CONTRACTOR has materially misrepresented any offering or defaults on any contract with a Connecticut municipality. In such event, the CONTRACTOR shall be liable for any damages incurred by NECCOG and all of the PARTICIPATING TOWNS.

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### 5. CANCELLATION

- A. If the Contractor fails to maintain Connecticut certification as required by the Contract, the Participating Towns shall have the right, in addition to all other remedies such Participating Towns may have, to immediately terminate the Contract and to award the revaluation project, or the remaining work thereof, to another company.
- B. If the CONTRACTOR does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt then and forthwith thereafter, the Participating Towns shall have the right, in addition to all other remedies such Participating Towns may have, to immediately terminate the Contract and to award the revaluation project, or the remaining work thereof, to another company.
- C. If the Contractor fails to perform the Contract in accordance with the terms of the Contract or if all of the PARTICIPATING TOWNS reasonably doubt that the CONTRACTOR'S work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the CONTRACT and any addendum thereto, and if after notice of the failure to perform, the Contractor does not cure such failure within seven (7) business days, the Participating Towns shall have the right, in addition to all other remedies such Participating Towns may have, upon seven (7) days written notice to the Contractor and its surety bonding company to declare the Contract in default and thereby terminated, and to award the revaluation project, or the remaining work thereof, to another company.
- D. The termination provisions described in Section 5.A., B. and C. may only be invoked if all the Participating Towns send the required notice to the Contractor. The Participating Towns shall notify NECCOG at the same time it notifies the Contractor of a termination pursuant to this section, and NECCOG shall be under no obligation to make any further payments to the Contractor, unless directed by the affected PARTICIPATING TOWN.
- E. If this termination clause is invoked, the Contractor shall cooperate with NECCOG and the Participating Towns to provide all information necessary to for another company to complete the services.
- F. If this termination clause is invoked, the Contractor's agents and employees shall, at the direction of the Assessor or Assessors of the Participating Town or Towns in which is currently undergoing revaluation, immediately discontinue all services affected leaving behind all records, properly filed and indexed, as well as all other property of such Participating Town or Towns.
- G. Any funds held by NECCOG under the CONTRACT shall be disbursed as directed by the PARTICIPATING TOWNS.
- H. Termination of the CONTRACT shall not preclude the PARTICIPATING TOWNS from bringing an action against the CONTRACTOR for damages or exercising any other legal, equitable, or contractual rights the PARTICIPATING TOWNS may possess in the event of the CONTRACTOR'S failure to perform.

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6. **CHANGES IN CONTRACT**

Changes in the CONTRACT will be permitted only upon written mutual agreement of the CONTRACTOR and all of the PARTICIPATING TOWNS. No change to the CONTRACT shall affect NECCOG unless NECCOG also provides written agreement to such changes.

7. **WITHDRAWAL PROVISIONS**

The CONTRACT will contain a provision allowing a PARTICIPATING TOWN to withdraw from the CONTRACT.

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**EXHIBIT F**

**PAYMENT SCHEDULE**

1. Payments shall be made 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 for the term of the CONTRACT, the CONTRACTOR will certify in writing to the ASSESSOR of the PARTICIPATING TOWN then undergoing revaluation the percentage of the total work completed under the CONTRACT which the CONTRACTOR has performed during the said thirty (30) day period. Such notification will itemize, and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the ASSESSOR. The itemization shall be categorized by each of the "Stages of Completion" listed below, and the percentages will be completed based on the percentages contained in the CONTRACTOR'S proposal:

<b>Stages of Completion</b>	<b>Percent of Total</b>	<b>Project Cost</b>
a. Bonding and project start-up		_____
b. Data collection & verification – Residential		_____
c. Data collection & verification – Commercial/Industrial/Exempt		_____
d. Data mailers		_____
e. Valuation Analysis – Land Study		_____
f. Valuation Analysis – Building Cost		_____
g. Valuation Analysis – Income and Expense Statements		_____
h. Field Review – Residential		_____
i. Field Review – Commercial/Industrial/Exempt		_____
j. Final Valuations – Residential		_____
k. Final Valuations – Commercial/Industrial/Exempt		_____
l. Final Valuations – Properties that have changed since final values, including properties with building permits		_____
m. Assessment Notices with PRC's mailed		_____
n. Informal Hearings completed and final adjustments		_____
o. Training of Board of Assessment Appeals members		_____
p. Board of Assessment Appeals completion of duties		_____
q. Litigation		_____

2. The CONTRACTOR shall separately invoice a PARTICIPATING TOWN for any per diem fees related to litigation. The per diem rate will be based on the per diem rates proposed by the CONTRACTOR in its proposal.

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3. The PARTICIPATING TOWNS and NECCOG shall enter into a separate agreement providing for the PARTICIPATING TOWNS' payments to NECCOG and under what circumstances NECCOG shall release such funds to the CONTRACTOR or back to the PARTICIPATING TOWNS.

The payment schedule to the CONTRACTOR would be based on percentage of completed work for each PARTICIPATING TOWN and for each specific revaluation year, as shown in Exhibit B.

NECCOG would pay to the CONTRACTOR a percentage of the total compensation under the CONTRACT for a PARTICIPATING TOWN for such REVALUATION YEAR equal to the percentage of the work certified as having been completed during said period for such PARTICIPATING TOWN, less ten (10) percent for each PARTICIPATING TOWN which is to be retained by NECCOG for payment to the CONTRACTOR at such time that it has performed fully and satisfactorily all its obligations, requirements, and litigation under the CONTRACT as to such PARTICIPATING TOWN. The retained ten (10) percent of the CONTRACT price is to be paid upon the completion of the work of the Board of Assessment Appeals on the Revaluation Grand List as approved by such PARTICIPATING TOWN. Under no circumstances shall NECCOG be obligated to pay the CONTRACTOR more than is allocable to a PARTICIPATING TOWN. NECCOG shall not be responsible to pay any invoices for litigation services and the CONTRACTOR shall seek payment for such invoices directly from the PARTICIPATING TOWN that received such services.

4. Liquidated Damages: Failure by the CONTRACTOR to complete all work prior to November 30<sup>th</sup> of the revaluation year shall be cause for a penalty payment by the CONTRACTOR in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) per day beyond the specified date of completion. For the purposes of this penalty only, completion of all work not later than November 30<sup>th</sup> of the revaluation year is defined as follows:
  - i. Integration of CAMA software with administrative software, property record cards with all measurements, listings, sketches, pricing, review and final valuations.
  - ii. Assessment change notices mailed to comply with requirements of Connecticut General Statutes.

Liquidated Damages due under the CONTRACT shall be deducted from the fees to be paid to CONTRACTOR, described under Section 1 or 2 above, and will represent a fair and equitable estimate of the damages the TOWN will suffer if the CONTRACTOR'S work is not completed by November 30<sup>th</sup> of the revaluation year. The TOWN shall have the right to use the funds withheld from each periodic payment set forth in the CONTRACT, to satisfy in whole or in part, this liquidated damages clause. Delays occasioned by war, strike, explosion, or acts of God or an order of court or other public authority are excepted.

5. Penalties for Not Inspecting the Required Amount of Interiors: For each property above the allowable 5% of properties of which the interior are to be inspected, as described in Exhibit C, Section 6.B.1., which are not properly inspected, the ASSESSOR of the PARTICIPATING TOWN may assess a penalty of one hundred dollars (\$100.00) per property, which shall be deducted from the fees to be paid to CONTRACTOR, described under Section 1 above, on the next payment.