

# TOWN OF GUILFORD, CONNECTICUT 06437



THE OLD STONE HOUSE

## **REQUEST FOR PROPOSAL: RFP# 5-1516**

**FOR THE REAPPRAISAL AND REVALUATION  
OF ALL REAL PROPERTY (TAXABLE AND EXEMPT)  
EFFECTIVE FOR THE GRAND LIST OF OCTOBER 1, 2017**

ISSUED: April 1, 2016

DUE: April 29, 2016

SUBMIT PROPOSALS TO:

FIRST SELECTMAN'S OFFICE  
TOWN OF GUILFORD  
31 PARK STREET  
GUILFORD CT 06437

Telephone Number: 203-453-8015

[www.ci.guilford.ct.us](http://www.ci.guilford.ct.us)

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**Legal Notice  
Town of Guilford**

**REQUEST FOR PROPOSAL  
RFP #5-1516  
THE COMPLETE REAPPRAISAL AND REVALUATION  
OF ALL REAL PROPERTY (TAXABLE AND TAX EXEMPT)  
EFFECTIVE FOR GRAND LIST OF OCTOBER 1, 2017**

The Town of Guilford is soliciting proposals from qualified firms to perform the complete reappraisal and revaluation of all taxable land property located within the Town of Guilford as more fully described in the RFP specifications.

Proposers are required to submit six (6) double-sided copies of sealed proposals no later than April 29, 2016 at 2:00 p.m. to the Office of the First Selectman, Town Hall, Second Floor, 31 Park Street, Guilford, CT 06437. At this time, proposals will be opened and publically read out loud. Proposals should be clearly labeled "Time Sensitive" with firms name and address, RFP # 5-1516 on packages as well as outside packages of mailed submittals. Proposals received after that date and time will be rejected.

An *optional* pre-proposal meeting will be held for all proposers on April 15, 2016 at 10:00 a.m. in the Guilford Town Hall, 31 Park Street, and Guilford CT 06437. All questions not addressed at the meeting may be submitted, in writing only, to Edmund A. Corapinski, Town Assessor at [corapinski@ci.guilford.ct.us](mailto:corapinski@ci.guilford.ct.us) with a copy to the Purchasing Department at [millmanp@ci.guilford.ct.us](mailto:millmanp@ci.guilford.ct.us).

Each bidder will be required to submit to the Office of the First Selectman, their original proposal with one (1) copy and a bid bond or cashier's check in the amount of ten percent (10%) of the base bid. Each bidder shall honor the bid price for ninety (90) business days from the date of the bid opening, without modification. Upon award of the bid, the winning bidder shall be bound by the bid proposal price throughout the contract period.

The Town of Guilford reserves the right to reject any, or any part of, or all bid proposals; to waive informalities technicalities, and defects in same; and to accept that bid which the Town deems to be in the best interest of the Town of Guilford.

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Joseph S. Mazza  
First Selectman

Publish one time only in the New Haven Register under LEGAL NOTICES on Friday April, 1 2016.

# PROPOSAL FORMAT AND CONTENTS

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

- A. PROPOSALS shall be submitted on the appropriate form provided and signed by an authorized agent of the bidder.
- B. Name, telephone number, and FAX number, of person(s) to be contacted for further information and clarification.
- C. Listing of all municipal revaluations completed during the past five (5) years, including client contact, telephone number, size of the municipality, scope of services rendered and date completed.
- D. Listing of all municipal revaluations now underway or under contract, including client contact, telephone number, size of the municipality, scope of services to be rendered and date to be completed.
- E. Listing of personnel to be assigned to TOWN'S revaluation, including years of experience in current positions and other revaluation positions, municipalities served and their roles in those revaluations.
- F. Copy of the firm's current Connecticut Revaluation Certification.
- G. Indication of how many years the firm has been engaged as a company, corporation, partnership or individual specializing in municipal revaluation services.
- H. Performance bond or Certified Check for ten percent (10%) of the PROPOSAL submitted.
- I. The CONTRACTOR must submit as part of the PROPOSAL FORM, a schedule and percentage of completed work, based upon the CONTRACT'S SPECIFICATIONS, as set forth in the CONTRACT SPECIFICATIONS on the enclosed form.
- J. The CONTRACTOR must submit a PROPOSAL for the PROJECT as outlined in the CONTRACT and CONTRACT SPECIFICATIONS.
- K. The CONTRACTOR will use the TOWN'S CAMA software as provided by eQuality Valuation Services LLC.
- L. Description of the CONTRACTOR'S revaluation public relations program.
- M. Proposals shall be submitted accompanied by the TAX AFFIDAVIT, NON-COLLUSION AFFIDAVIT, EQUAL EMPLOYMENT-AFFIRMATIVE ACTION AFFIDAVIT and REVALUATION CERTIFICATION AFFIDAVIT.
- N. The TOWN is also interested in the use of the Internet and World Wide Web for purposes of sharing data with the public. The CONTRACTOR should include their Internet solution as part of this proposal.
- O. Data mailers are required by this PROPOSAL. Therefore a comprehensive quality control plan is required and shall be submitted as part of this PROPOSAL.
- P. **Exceptions shall be clearly noted, listed and described (including any price adjustments) on a separate piece of paper attached to the Proposal Form.**
- Q. Upon awarding of the RFP, the successful Proposer shall execute the Contract in the form included in this RFP and shall deliver the Contract together with the required Insurance Certificates and Performance bond in the amount of 100% of the total awarded bid amount within 5 (five) business days of the award notification. The bond(s) shall remain in effect for the duration of the Contract.

# PROPOSAL FORM FOR THE 2017 REVALUATION

## THE PROJECT:

### THE COMPLETE REAPPRAISAL AND REVALUATION OF TAXABLE AND TAX EXEMPT REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF GUILFORD, CONNECTICUT, EFFECTIVE OCTOBER 1, 2017

The undersigned, duly authorized agent for the individual, partnership, corporation or other entity (hereinafter called CONTRACTOR) submitting this bid affirms and declares:

- A. That this PROPOSAL is executed by said CONTRACTOR with full knowledge and acceptance of the CONTRACT (including the Reappraisal and Revaluation Specifications) enclosed with the REQUEST FOR PROPOSAL on the subject project.
- B. That should this PROPOSAL be accepted in writing by the Chief Executive Officer, Town of Guilford, Connecticut (hereinafter called TOWN), said CONTRACTOR will furnish the services for which this PROPOSAL is submitted at the dollar amount indicated and in compliance with the provisions of said CONTRACT and CONTRACT SPECIFICATIONS.
- C. That this PROPOSAL is accompanied by surety in the amount of ten percent (10%) of the dollar PROPOSAL in the form and amount indicated below:

Performance Bond Amount \$\_\_\_\_\_or Certified Check Amount \$\_\_\_\_\_

- D. That Performance Bonds submitted will be issued by a company authorized to issue such surety bond in the State of Connecticut and acceptable to the TOWN. If a Certified Check is submitted, it shall be made payable to the "Town of Guilford".
- E. That the CONTRACTOR or his or her representative has visited the TOWN; is familiar with its geography, general character of housing and its commercial and industrial areas; has examined the quality and condition of the ASSESSOR'S records; and has met with the ASSESSOR to make himself or herself knowledgeable of those matters and conditions in the TOWN which would influence this Proposal.
- F. That all items, documents and information required to accompany this Proposal of the aforesaid PROPOSAL FORMAT AND CONTENTS are enclosed herewith.
- G. That the CONTRACTOR understands and accepts that consideration in the awarding of the CONTRACT will be given, but not limited to, price, the accuracy and responsiveness of the CONTRACTOR, the experience, competence and financial condition of the CONTRACTOR, time for completion and/or labor force adequate to perform the work, the nature and size of the CONTRACTOR'S organization, quality of similar projects it has performed and completed in the past in Connecticut, other projects and/or revaluations currently under contract by the CONTRACTOR, the quality and ease-of-use of the Computer Assisted Mass Appraisal software system, quality of integration with the existing assessment administration computer system, and a determination by the TOWN that the CONTRACTOR has the ability to complete the revaluation successfully.

H. Payment schedule for percentage of completed work. This suggested schedule is to be completed by the CONTRACTOR.

Stages of Completion	Percentage of Total Cost
1 Bonding, Office Set-Up, Project Start-Up and Litigation	_____ %
2 Data Mailers	_____ %
3 Data Collection, Verification, and Data Entry	_____ %
4 Building Permits, Verification, Inspections and Data Entry	_____ %
5 Sales Verification	_____ %
6 Valuation	_____ %
7 Field Review	_____ %
8 Final Valuations and Assessment Notices Mailed	_____ %
9 Informal Hearings, Final Adjustments and Notices Mailed	_____ %
10 Training	_____ %
11 Board of Assessment Appeals	_____ %
TOTAL	100%

I. That the CONTRACTOR proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid Contract Specifications for the total amount of:

\$ \_\_\_\_\_ (AMOUNT) \_\_\_\_\_ (WRITTEN DOLLAR AMOUNT)

J. That the offer specified in Item I above is valid until \_\_\_\_\_.

COMPANY NAME OF PROPOSER: \_\_\_\_\_

BY SIGNATURE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

# TAX AFFIDAVIT

**FOR: RFP #5 – 1516 REAPPRAISAL & REVALUATION OF ALL REAL PROPERTY  
(TAXABLE AND EXEMPT) EFFECTIVE FOR THE GRAND LIST OF OCTOBER 1, 2017**

The undersigned, being duly sworn, deposes and says:

I am over the age of 18 and believe in the obligations of an oath.

I, on my own behalf or on behalf of my company, am submitting a bid, quotation or proposal to the Town of Guilford.

I understand that the submission of this affidavit is required by the Town of Guilford in connection with my bid, quotation or proposal and that the Guilford Board of Selectmen may consider the information contained in this affidavit in making the contract award.

I have performed an investigation to determine whether I or my company (as applicable) owe any delinquent state, local or federal tax.

Based upon my investigation, and to the best of my knowledge and belief, I or my company (as applicable) owe to the following governmental unit(s) the following delinquent tax(es): (Describe the nature of each delinquent tax, approximate amount of same and governmental unit to which delinquent tax is owed. If a delinquent tax(es) is not owed, then insert the word "None").

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_ My commission expires \_\_\_\_\_.

**NON-COLLUSIVE/NON-CONFLICT**  
**AFFIDAVIT OF BIDDERS**

**FOR: RFP #5 – 1516 REAPPRAISAL & REVALUATION OF ALL REAL PROPERTY  
(TAXABLE AND EXEMPT) EFFECTIVE FOR THE GRAND LIST OF OCTOBER 1, 2017**

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. the bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

2. the contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;

3. no Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of Guilford, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and

4. he/she has read the Guilford Code of Ethics, set forth in Chapter 31 of the Code of the Town of Guilford, which is available on the Town website and he/she agrees on his/her behalf and on the behalf of his/her firm/company that he/she nor his/her firm/company are in violation of the Code with respect to this bid.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Guilford to consider the bid and make an award in accordance therewith.

Legal Name of Bidder: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

\_\_\_\_\_  
*Signature and Title* of Person

Subscribed and sworn to me \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

My Commission Expires \_\_\_\_\_  
Date

# **AFFIRMATIVE ACTION/EEO AFFIDAVIT**

**FOR: RFP #5 – 1516 REAPPRAISAL & REVALUATION OF ALL REAL PROPERTY  
(TAXABLE AND EXEMPT) EFFECTIVE FOR THE GRAND LIST OF OCTOBER 1, 2017**

## **Concerning Equal Employment Opportunities and/or Affirmative Action Policy**

I/we, the respondent, certify to the TOWN OF GUILFORD that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)

\_\_\_\_\_ have an Affirmative Action Program, or  
\_\_\_\_\_ employ 10 people or fewer

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
(Signature)

Title of Bidder's Authorized Representative \_\_\_\_\_

# REVALUATION CERTIFICATION AFFIDAVIT

**FOR: RFP #5 – 1516 REAPPRAISAL & REVALUATION OF ALL REAL PROPERTY  
(TAXABLE AND EXEMPT) EFFECTIVE FOR THE GRAND LIST OF OCTOBER 1, 2017**

The undersigned, being duly sworn, deposes and says:

I am over the age of 18 and believe in the obligations of an oath.

I, on my own behalf or on behalf of my company, am submitting a bid, quotation or proposal to the Town of Guilford.

I understand that the submission of this affidavit is required by the Town of Guilford in connection with my bid, quotation or proposal and that the Guilford Board of Selectmen may consider the information contained in this affidavit in making the contract award.

I have performed an investigation to determine whether I or my company (as applicable) are, as of this date, being investigated as defined in Section 12-2b-17 of the Connecticut General Statutes.

CHECK ONLY ONE OF THE FOLLOWING:

- Based upon my investigation, and to the best of my knowledge and belief, I or my company (as applicable) are **not**, as of this date, being investigated as defined in Section 12-2b-17 of the Connecticut General Statutes.
- Based upon my investigation, and to the best of my knowledge and belief, I or my company (as applicable) are, as of this date, being investigated as defined in Section 12-2b-17 of the Connecticut General Statutes.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_ My commission expires \_\_\_\_\_.

# CONTRACT

FOR THE COMPLETE REAPPRAISAL AND REVALUATION  
OF  
ALL TAXABLE AND EXEMPT REAL PROPERTY  
LOCATED WITHIN THE CORPORATE LIMITS  
OF  
THE TOWN OF GUILFORD, CONNECTICUT

EFFECTIVE OCTOBER 1, 2017

This agreement (the "CONTRACT"), made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the TOWN OF GUILFORD, which Town is a municipal corporation located in the County of New Haven and State of Connecticut, herein after called "TOWN", and having its principal place of business in \_\_\_\_\_, hereinafter called the "CONTRACTOR" (whether corporation, individual partnership or other entity).

WHEREAS, the TOWN, through its ASSESSOR, plans to undertake a complete reappraisal and revaluation of all real property located within the corporate limits of the TOWN, for the Grand List of October 1, 2017 and to engage the CONTRACTOR for this PROJECT, and

WHEREAS, the CONTRACTOR is to assist the ASSESSOR in making such reappraisal and revaluation, representing that the CONTRACTOR is experienced and qualified to carry on such work, and is familiar with the recognized appraisal practices and with the standards required for determining values for local property tax purposes; and

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

## 1. DEFINITIONS

- a. ASSESSOR: The word "ASSESSOR" shall mean the duly appointed Assessor of the Town of Guilford.
- b. CONTRACT SPECIFICATIONS or SPECIFICATIONS: The terms "CONTRACT SPECIFICATIONS" or "SPECIFICATIONS" shall mean all specifications or instructions which have been attached to and made a part of this CONTRACT between the TOWN and the COMPANY and any addenda thereto.
- c. PROJECT: The word "PROJECT" shall mean the reappraisal and revaluation of all taxable real property and all exempt real property within the corporate limits of the Town of Guilford.
- d. COMPANY: The word "COMPANY" means any person firm, corporation, association or other entity performing the revaluation work under CONTRACT.
- e. CONTRACTOR: The word "CONTRACTOR" shall mean and shall be used interchangeably with the word "COMPANY".
- f. TOWN: The word "TOWN" shall mean the Town of Guilford, Connecticut.
- g. CGS: The abbreviation "CGS" shall mean Connecticut General Statutes.
- h. CAMA: The abbreviation "CAMA" shall mean Computer Assisted Mass Appraisal.

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

- a. 1. The CONTRACTOR is a corporation duly organized and existing under the laws of the State of Connecticut or, if not a corporation,
  2. The CONTRACTOR is an individual, partnership or other entity having its principal place of business in \_\_\_\_\_.
- b. 1. The undersigned representative of the CONTRACTOR has been authorized and empowered to execute this CONTRACT by a Resolution of the CONTRACTOR'S Board of Directors dated \_\_\_\_\_ or if the CONTRACTOR is not a corporation,
  2. The undersigned is authorized and empowered to execute this CONTRACT on behalf of the CONTRACTOR by virtue of the undersigned's relationship to the CONTRACTOR.
- c. The CONTRACTOR is experienced in mass revaluation of real property and is familiar with recognized appraisal practices and with the standards required for determining ad valorem values for local property tax purposes, and the CONTRACTOR and its agents and employees are qualified to perform the duties contemplated under the CONTRACT.

Additionally, the CONTRACTOR is experienced in Computer Assisted Mass Appraisal revaluation and the CONTRACTOR and its agents and employees are qualified to perform all those duties related to a computerized revaluation.
- d. The CONTRACTOR holds and will maintain in effect during the term of the CONTRACT, a currently valid Connecticut Revaluation Company Certification, pursuant to Section 12-2c of the Connecticut General Statutes.
- e. There are no actions, suits, proceedings or investigations pending or threatened against or affecting the COMPANY, at law or in equity, that have been initiated by any state or political subdivision for which the CONTRACTOR is performing or has performed revaluation services during the past five (5) years, except for any such actions, suits, proceedings or investigations listed and described in writing by the CONTRACTOR on an exhibit executed by the undersigned and attached to and made a part of the COMPANY'S PROPOSAL and this CONTRACT.
- f. No statement of fact made by or on behalf of the CONTRACTOR in this CONTRACT, in the CONTRACT SPECIFICATIONS, or in any certificate or exhibit furnished to the TOWN pursuant hereto contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading.
- g. The CONTRACTOR understands all the terms and conditions of the CONTRACT document sometimes herein referred to as the "CONTRACT" which shall consist of the following:
  1. Contract
  2. Contract Specifications
  3. Town of Guilford General Conditions and Instructions To Bidders

**3. EMPLOYMENT OF THE CONTRACTOR**

The TOWN hereby engages the CONTRACTOR for the purpose of making a revaluation of all real property in the TOWN, and the CONTRACTOR hereby agrees to assist the ASSESSOR in making that complete reappraisal and revaluation of all real property located within the corporate limits of the TOWN and to perform all activities and furnish all the records, materials, forms, supplies and systems required by and in complete accordance with the CONTRACT and all CONTRACT SPECIFICATIONS.

All such labor, records, materials, forms, supplies and systems shall be in compliance with the requirements of the applicable Connecticut General Statutes and Special Acts, rulings of the Secretary of

the Office of Policy and Management, ordinances and agreements of the TOWN, and pertinent court decisions of all applicable courts in effect as of October 1, 2017.

The CONTRACTOR agrees to take all necessary steps to ensure that the complete reappraisal and revaluation of all taxable real and non-taxable real property located within the corporate limits of the TOWN meets or exceeds all requirements for certification as set forth in the Performance Testing Standards, set forth by the Office of Policy and Management.

CONTRACTOR agrees to provide preliminary Performance Testing Standards reports and a final Performance Testing Standards report as requested by the ASSESSOR.

#### **4. 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 improvement to avoid or minimize its responsibilities specified herein.

#### **5. COMMENCEMENT AND COMPLETION DATES**

- A. The CONTRACTOR agrees to commence the work on or before **June 3, 2016**. Under no circumstances shall the CONTRACTOR begin work on this PROJECT until the CONTRACT for this PROJECT shall have been signed by both parties and until the TOWN has issued written notice to proceed.
- B. The CONTRACTOR agrees to complete the work through the informal public hearings and delivery of all finalized records and appraisals and the updated CAMA database on or before **January 12, 2018**.
- C. The CONTRACTOR agrees to adhere to the time schedule for the revaluation PROJECT as set forth in the CONTRACT SPECIFICATIONS. Time shall be of the essence.
- D. The CONTRACTOR shall be subject to liquidated damages as set forth in Item 15.

#### **6. TRANSFER, ASSIGNMENT AND SUBLETTING OF CONTRACT**

The CONTRACTOR agrees that it shall not transfer, assign or sublet the CONTRACT, or any part therein, or any interest therein without first receiving prior written approval from the TOWN, and further agrees that any such assignment or transfer without prior written approval of the TOWN shall in every case be null and void, and further agrees that any such approval, if given, by the TOWN shall not release the CONTRACTOR from any responsibility or liability as set forth in this CONTRACT and CONTRACT SPECIFICATIONS.

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

#### **7. SEVERABILITY**

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

#### **8. WAIVER**

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

## **9. CONTRACT PRICE**

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

## **10. PERIODIC PAYMENTS**

Payments shall be made in the following manner:

Thirty (30) days after the execution date of this contract, and at the end of each thirty (30) day period thereafter for the term of this contract, CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the contract which 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 on the Payment Schedule as shown on page 9 Item H.

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

This CONTRACT makes provisions for a reduction of the performance bond to 10% of the CONTRACT PRICE so as to ensure the defense of any appeals resulting from the revaluation work.

## **11. FISCAL YEAR LIMITATIONS**

The CONTRACT PRICE shall be paid in the 2016/2017, 2017/2018 and 2018/2019 Town Fiscal Years according to the provisions of this CONTRACT and subject to the appropriation of the necessary funds by the TOWN'S fiscal authority.

The CONTRACTOR shall incur no cost in any fiscal year in excess of that year's annual appropriation plus the balance of prior years' unexpended appropriations.

## **12. BONDING**

To secure the faithful performance by the CONTRACTOR of the terms of this CONTRACT, the CONTRACTOR shall furnish to the TOWN, a Performance Surety Bond in the amount of this CONTRACT, which bond shall be issued by an admitted bonding company licensed to do such business in the State of Connecticut with a minimum A.M. Best Company rating of A+ or one acceptable to the TOWN.

Said bond shall be delivered to the TOWN prior to the commencement of actual work and shall be in a form satisfactory to and approved by the TOWN'S Attorney.

It is understood and agreed that upon completion of approved delivery to the TOWN of the revaluation, that the performance bond shall be reduced to 10% of the value of the contract to cover the defense of all

appeals. This reduced amount of bond shall become effective after the revaluation has been completed and has been approved by the ASSESSOR and after the completion of the duties of the Board of Assessment Appeals. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals as taken from the doings of the Board of Assessment Appeals on the list of October 1, 2017.

**13. INSURANCE**

Contractor will agree to maintain in force at all times during which work/services are to be performed, the following minimum limits of insurance coverage. The insurance company(ies) must be licensed with the State of Connecticut and have a Financial Strength Rating of "A-" or higher and a Financial Size Rating of VIII or higher from A.M. Best Company.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Aggregate	
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Professional Liability	Each Claim or Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation & Employers' Liability	Work Comp	Statutory Limits
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

\* The Town of Guilford must be named as "Additional Insured" on a primary and noncontributory basis on this policy. A waiver of subrogation shall be provided. A waiver of subrogation must be applied.

Certificates of Insurance documenting the coverage listed above must be presented to The Town of Guilford prior to the commencing of any work/service. The Contractor/Vendor also agrees to provide replacement and/or renewal certificates at least 30 days prior to the expiration of each policy.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years following the completion date of the work/service. If the claims-made policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for two (2) years from the completion date.

**14. BANKRUPTCY, RECEIVERSHIP, INSOLVENCY**

If the CONTRACTOR does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then, and forthwith thereafter, the TOWN shall have the right

at its option and without prejudice to its rights there under to terminate the CONTRACT and withhold any payments due.

## **15. LIQUIDATED DAMAGES**

All completion dates set forth in these specifications are mandatory.

The contractor recognizes that time is of the essence with this PROJECT and that the TOWN will suffer financial loss if the PROJECT is not completed within the times Specified in the CONTRACT, plus any extensions of such deadlines thereof allowed by the TOWN. The CONTRACTOR agrees that all extensions by the TOWN shall be in writing or shall be deemed ineffective. The Contractor also recognizes that the delays, expense and difficulties involved in proving the actual loss suffered by the TOWN if the PROJECT is not completed on time. Accordingly, instead of requiring any such proof, the CONTRACTOR agrees that as liquidated damages for delays (but not as a penalty) the CONTRACTOR shall pay the TOWN one thousand dollars (\$1,000.00) for each day that expires after the time specified in this section for substantial completion, until the PROJECT is determined in good faith to be substantially complete by the TOWN. After substantial completion has been achieved, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the time specified in the CONTRACT for the completion and readiness for final payment or within the time frame allowed by any proper extension that is granted by the TOWN, the CONTRACTOR shall pay the TOWN one thousand dollars (\$1,000.00) for each day that such work is not completed. These liquidated damages will apply to any termination for cause or convenience, with or without cause and without prejudice to any other right or remedy of the TOWN.

In the event the surety is required to perform the obligations of the CONTRACTOR pursuant to the performance bond liquidated damages shall continue to accrue in favor of the TOWN until the work contemplated by this CONTRACT is completed.

Delays occasioned by war, strike, explosion, acts of God, an order of court or other public authority are accepted.

## **16. STANDARDS OF SERVICE**

The CONTRACTOR, shall, at all time, act in good faith and use its best efforts to provide high quality services to assist the ASSESSOR in determining accurate property valuations and shall not undervalue any land, building or other property to avoid or minimize its responsibilities under this CONTRACT or CONTRACT SPECIFICATIONS.

## **17. CONTRACT PROVISIONS**

This CONTRACT is entered into and is subject to provisions of the Charter and Ordinance of the Town of Guilford, the Regulations and Policies of the Town of Guilford and all applicable State and Federal laws.

The CONTRACTOR shall keep itself fully informed of all laws as aforesaid, existing or future.

## **18. LEGAL VENUE**

Legal venue shall lie exclusively in the Judicial District of New Haven, State of Connecticut except as recommended by the Town Attorney.

## **19. SECTIONS OF CONTRACT**

The heading or titles of any section, subsection, paragraph, provision or part of the CONTRACT or CONTRACT SPECIFICATION shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

**20. MODIFICATION OF CONTRACT**

Except as otherwise expressly provided herein, the CONTRACT may not be modified or terminated except in writing signed by the parties hereto.

**21. 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 the Town of Guilford. The CONTRACTOR further agrees to indemnify, hold harmless and defend the TOWN at the CONTRACTOR'S expense from and against any and all liability for loss, damage or expense for which it may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this CONTRACT, or costs and expenses for, or on account of any patented or copyrighted equipment, materials, articles or processes used in the performance of this CONTRACT.
- B. Upon execution of this CONTRACT and thereafter no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to this Contract, the CONTRACTOR shall deliver to the TOWN a certificate(s) of insurance to show compliance with the specifications.
- C. Each policy of insurance shall be issued by financially responsible insurers, duly licensed to do business in the State of Connecticut. The insurers shall be reasonably acceptable to the TOWN and shall have an A.M. Best Company rating of A+ or one acceptable to the TOWN.
- D. Each policy of insurance shall include a waiver of subrogation in favor of the TOWN and shall provide no less than thirty (30) days notice to the TOWN in the event of a cancellation or change in conditions or amounts of coverage.
- E. The CONTRACTOR will promptly notify the TOWN of any claim or case formally brought against the CONTRACTOR.

**22. MISREPRESENTATION OR DEFAULT**

The TOWN may void this agreement if the CONTRACTOR commits fraud, forgery or misrepresents in any way project completion, or has materially misrepresented any offering or defaults on any contract with a Connecticut municipality.

**23. TERMINATION**

If the CONTRACTOR fails to perform the CONTRACT in accordance with its terms, or if the TOWN reasonably doubts that the CONTRACTOR'S work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the CONTRACT SPECIFICATIONS and any addendum thereto, the TOWN shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the CONTRACTOR and its surety bonding company, to declare the contract in default and thereby terminated, and to award the PROJECT or the remaining work thereof, to another contractor.

If this termination clause is invoked, the CONTRACTOR'S agents and employees shall, at the ASSESSOR'S direction vacate in an orderly fashion the office space provided by the TOWN, leaving behind all records, properly filed and indexed, as well as other property of the TOWN.

Any funds held by the TOWN under the CONTRACT shall become the property of the TOWN to the extent necessary to reimburse the TOWN for its costs in obtaining another contractor and supervising the transition.

Termination of the CONTRACT and retention of funds by the TOWN shall not preclude the TOWN from bringing an action against the CONTRACTOR for damages or exercising any other legal, equitable, or contractual rights the TOWN may possess in the event of the CONTRACTOR'S failure to perform.

**24. LITIGATION**

In the event of appeal to the courts pursuant to 12-111 and 12-119 (CGS)(as amended from time to time), the CONTRACTOR shall furnish a competent appraiser or appraisers, who actually performed appraisal work on this PROJECT or such other person or persons acceptable to the ASSESSOR, to defend the valuation of the properties appraised. Any such appraiser or appraisers are subject to the approval of the Town Attorney.

It is understood that , at no additional cost to Town, the CONTRACTOR shall furnish said witness or witnesses on any and all appeals instituted on the October 1, 2017 Grand List until such time as these appeals are finally adjudicated.

**IN WITNESS WHEREOF**, THE TOWN OF GUILFORD, Connecticut by its duly authorized representative, and the CONTRACTOR, by its duly authorized representative, has hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

IN THE PRESENCE OF:

TOWN OF GUILFORD, CONNECTICUT

\_\_\_\_\_

BY: \_\_\_\_\_

First Selectman

\_\_\_\_\_

COMPANY

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

Approved As to Form and Correctness:

\_\_\_\_\_

Town Attorney

Date: \_\_\_\_\_

# CONTRACT SPECIFICATIONS

## 01. GENERAL PROVISIONS

### A. SCOPE OF REAPPRAISAL AND REVALUATION

This PROJECT, which is called a non-physical revaluation or an update Revaluation, includes the complete reappraisal and revaluation of all real property (taxable and exempt) within the corporate limits of the Town of Guilford, Connecticut effective October 1, 2017.

The PROJECT will cover and include all real property in the TOWN including the following categories:

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

The PROJECT shall not include the valuation of personal property.

All physical improvements shall be inspected, measured and listed for those properties that a) sold between October 1, 2016 and October 1, 2017, b) have less than 100% construction (as of October 1, 2016) as noted on the ASSESSOR'S records, c) have an open building permit or permits up to and including October 1, 2017, d) have not returned a completed data mailer and e) certain other properties as selected by the ASSESSOR not to exceed 100 properties.

In the event of appeal to the courts pursuant to 12-111 and 12-119 (CGS)(as amended from time to time), the CONTRACTOR shall furnish a competent appraiser or appraisers, who actually performed appraisal work on this PROJECT or such other person or persons acceptable to the ASSESSOR, to defend the valuation of the properties appraised. Any such witness is subject to the approval of the ASSESSOR and the Town Attorney.

It is understood that the CONTRACTOR shall furnish said witness or witnesses on any and all appeals instituted on the October 1, 2017 Grand List until such time as these appeals are finally adjudicated.

The CONTRACTOR shall cooperate with the TOWN at the TOWN'S place of business, by providing assistance, any necessary documentation or narrative appraisal reports, to fully explain or defend valuations determined in this PROJECT.

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

The PROJECT shall not include the valuation of personal property.

The CONTRACTOR shall value all newly constructed improvements created as of October 1, 2017, or those incomplete as of this valuation date, and these parcels shall be included in the contract price, and valued in the same manner as provided hereinafter.

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

All work will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary of the 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.

This PROJECT shall comply with the Performance-Based Testing Standards Section 12-61i of the Connecticut General Statutes (and as amended from time to time).

The values to be determined shall be the full fair market value (as of October 1, 2017) as defined in Section 12-63 of the Connecticut General Statutes and shall be based upon recognized methods of mass appraisal.

Assessments shall be seventy percent (70%) of the October 1, 2017 market value rounded to the nearest ten dollars.

The CONTRACTOR will use the Town's CAMA software as provided by eQuality Valuation Services LLC/Quality Data Services Inc.

Any data conversion is the sole responsibility of the CONTRACTOR.

All data entry will be the responsibility of the CONTRACTOR.

**B. EFFECTIVE DATE/ASSESSMENT DATE**

The effective date/assessment date of this PROJECT shall be for the October 1, 2017 Grand List and the pricing and valuation by the CONTRACTOR of all land, buildings and property under this CONTRACT shall reflect the fair market value as of October 1, 2017.

The completed appraisals, upon approval of the ASSESSOR, will serve as the basis for the assessments on the October 1, 2017 Grand List.

**C. TOWN DATA**

Date of Last Revaluation ("Physical Revaluation").....	October 1, 2013
Number of Special Districts.....	None
Estimated Population.....	22,000
Area of the Town of Guilford (Square Miles).....	49.7
Form of Government.....	Board of Selectmen

**D. PARCEL COUNT**

It is the responsibility of the CONTRACTOR to estimate adjustments in parcel counts from the estimated parcel counts stated below for the October 1, 2015 Grand List, to the actual parcel counts for the October 1, 2017 Grand List.

Additional charges by the CONTRACTOR for differences in parcel counts shall not be permitted by the TOWN.

## NUMBER OF ACCOUNTS AS OF OCTOBER 1, 2015

DESCRIPTION	(OLD) STATE CODE	NUMBER OF ACCOUNTS
Residential Lots	1-1	8,170
Residential Excess Acreage	1-2	4,254
Residential Dwellings	1-3	7,966
Residential Outbuildings	1-4	2,615
Residential Condominiums	1-5	654
Residential Mobile Homes	1-6	10
Condominium Options	1-7	370
Commercial Land	2-1	427
Commercial Buildings	2-2	292
Commercial Apartments	2-3	17
Commercial Condominiums	2-4	31
Commercial Outbuildings	2-5	208
Commercial Land (Apartments)	2-6	
Industrial Land	3-1	43
Industrial Buildings	3-2	47
Industrial Improvements	3-3	34
Vacant Residential Land	5-1	1,285
Vacant Commercial Land	5-2	23
Vacant Industrial Land	5-3	31
Vacant Outbuildings	5-5	9
Farm Land	6-1	137
Forest Land	6-2	95
Open Space	6-3	101
<b>Total Number of Accounts</b>		<b>12,020</b>

Total Number of Exempt Properties

Included Above

584

## EXTRACT FROM BUILDING OFFICIAL ANNUAL REPORT

### CALENDAR YEAR

	2014	2015 (January to September)
NUMBER OF BUILDING PERMITS ISSUED	1,286	502
NUMBER OF ONE-FAMILY RESIDENCE PERMITS	19	9
RESIDENTIAL ADDITIONS	315	194
NEW COMMERCIAL BUILDING PERMITS	1	2
NUMBER OF COMMERCIAL ADDITIONS & ALTERATIONS	25	22
NEW MUNICIPAL BUILDING PERMITS	1	0
NUMBER OF MUNICIPAL ADDITIONS & ALTERATIONS	9	4

## 02. RESPONSIBILITIES OF THE CONTRACTOR

### A. REVALUATION CERTIFICATE OF THE COMPANY

The CONTRACTOR, must hold from the time of submission of the PROPOSAL through the completion of all work herein required, a valid Connecticut Revaluation Company Certification pursuant to section 12-2c (CGS).

In addition to submitting a copy of the CONTRACTOR'S Connecticut Revaluation Company Certificate with their PROPOSAL, the CONTRACTOR shall promptly notify the ASSESSOR if and when there are any complaints, pursuant to Section 12-2b-18 (CGS) filed with the Office of Policy Management.

### B. TIME SCHEDULE

The CONTRACTOR shall commence the PROJECT no later than **June 3, 2016** and shall continue uninterrupted in a diligent fashion so as to ensure completion within the schedule of the completion dates herein set forth:

REQUEST FOR PROPOSAL IS PUBLISHED	April 1, 2016
PRE-PROPOSAL MEETING	April 15, 2016
ASSESSOR MAILES M-58 FORM NO LATER THAN	April 15, 2016
REQUEST FOR PROPOSAL DUE BACK	April 29, 2016
M-58 FORMS TO BE RETURNED NO LATER THAN	June 1, 2016
COMMENCEMENT DATE NO LATER THAN	June 3, 2016
DATA MAILERS MAILED NO LATER THAN	July 1, 2016
DATA MAILERS TO BE RETURNED NO LATER THAN	September 1, 2016
PRELIMINARY LAND STUDY AND VALUES COMPLETED NO LATER THAN	April 3, 2017
ASSESSOR MAILES M-58 FORMS NO LATER THAN	April 17, 2017
M-58 FORMS TO BE RETURNED NO LATER THAN	June 5, 2017
ALL INSPECTIONS NECESSITATED BY THE DATA MAILERS COMPLETED NO LATER THAN	June 2, 2017
ANALYSIS OF INCOME AND EXPENSE FORMS COMPLETED NO LATER THAN	July 24, 2017
COMPLETED COMMERCIAL APPRAISALS DELIVERED TO ASSESSOR NO LATER THAN	August 25, 2017
ASSESSMENT DATE	October 1, 2017
SALES VERIFICATION COMPLETED NO LATER THAN	October 13, 2017
COMPLETED RESIDENTIAL APPRAISALS DELIVERED TO ASSESSOR NO LATER THAN	October 20, 2017
PRELIMINARY PERFORMANCE STANDARD REPORT SUBMITTED TO ASSESSOR NO LATER THAN	October 20, 2017
REVIEW COMPLETED BY ASSESSOR NO LATER THAN	November 3, 2017
ASSESSMENT NOTICES MAILED NO LATER THAN	November 10, 2017
INFORMAL HEARINGS HELD NO LATER THAN	November 27 through December 15, 2017
ALL INSPECTIONS NECESSITATED BY THE INFORMAL HEARINGS COMPLETED NO LATER THAN	December 22, 2017
RESULTS OF THE INFORMAL HEARING DATA ENTERED NO LATER THAN	December 29, 2017
FINAL AND SIGNED PERFORMANCE STANDARD REPORT SUBMITTED TO ASSESSOR NO LATER THAN	January 5, 2018
TRANSMITTAL OF ALL DELIVERABLES TO THE ASSESSOR NO LATER THAN	January 12, 2018
RESULTS OF THE INFORMAL HEARING MAILED NO LATER THAN	January 31, 2018

## **C. PERSONNEL**

### **01. GENERAL**

The CONTRACTOR shall provide experienced and qualified personnel, as hereinafter provided and must comply with the requirements of the Equal Employment Opportunity provisions of federal and state government.

All personnel assigned to this PROJECT shall be subject to approval by 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.

All personnel assigned to this PROJECT shall be certified by the State of Connecticut at the appropriate level at which they will be working on this PROJECT.

At the commencement of the PROJECT, the CONTRACTOR shall submit to the TOWN a written list of all personnel to be assigned to this PROJECT with their duties, starting date and qualifications, and shall maintain this list throughout this PROJECT.

Additionally, the CONTRACTOR shall provide the ASSESSOR with a copy of the Connecticut Certificate of each person required to be certified in accordance with Section 12-2b of the Connecticut General Statutes and who shall be assigned to this PROJECT. The Certificates shall be provided prior to any actual work on this PROJECT by those personnel.

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

### **02. PROJECT SUPERVISOR**

Administration of this PROJECT shall be assigned by the CONTRACTOR to a Project Supervisor who shall be identified in the PROPOSAL. He/She shall be certified by the State of Connecticut pursuant to Section 12-2c (CGS) as a revaluation supervisor and shall have not less than five (5) years of practical appraisal experience involving extensive experience on commercial, industrial, apartment, and residential type properties. Two (2) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years. A listing of the projects he/she has worked on over the past five 5 years and the specific duties of each project shall be provided. This Project Supervisor shall be subject to the approval of the ASSESSOR.

The Project Supervisor shall be responsible for all work performed by the CONTRACTOR.

The Project Supervisor may also be required to work in conjunction with a real estate appraisal consultant who will help him/her establish land values, cost tables, market rents, and capitalization rates.

The Project Supervisor shall be responsible to the ASSESSOR, and at regular intervals, to be determined by the ASSESSOR, shall meet with the ASSESSOR to discuss the progress and various details of the project.

The same Project Supervisor shall be assigned to the TOWN for the duration of the valuation, except for illness or severe disability, or other circumstances recognized by the TOWN.

### **03. 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 (2) years of this experience shall have been

in the mass appraisal field and shall have occurred within the past five (5) years. Reviewers and Appraisers shall be subject to the approval of the ASSESSOR.

#### **04. MEASURERS AND LISTERS**

Measurers and Listers shall have no less than six (6) months of experience and training in this phase of a revaluation project. Any field person who does not meet the above qualifications must work under the direct supervision of an Appraiser, Reviewer or Project Supervisor, who is certified pursuant to Section 12-2c (CGS.). The PROJECT Manager is required to notify the ASSESSOR of the names, starting dates, qualifications, and field assignments of all Measurers and Listers. The minimum age for Measurers and Listers shall be twenty-one (21) years of age.

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

#### **05. IDENTIFICATION OF THE COMPANY'S EMPLOYEES**

All field personnel shall carry suitable ID cards which shall include an up-to-date photograph, supplied by the CONTRACTOR.

In addition, all field personnel shall carry a "Letter of Introduction" signed by the ASSESSOR.

Any personnel who misplace their ID card will not be allowed in the field until a new ID card is obtained.

All automobiles used by field personnel shall be registered with the Guilford Police Department and the ASSESSOR; giving license number, make, model, year and color of the vehicle.

The CONTRACTOR'S name shall be visible on the vehicle.

All personnel shall be subject to a background check by the Guilford Police Department.

#### **06. CONFLICT OF INTEREST**

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

#### **07. CONDUCT OF COMPANY EMPLOYEES**

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

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

#### **08. RELEASE OR TRANSFER OF COMPANY'S EMPLOYEES**

Whenever any person who is employed by the CONTRACTOR and assigned to this PROJECT is released from employment, or transferred from this PROJECT, the ASSESSOR shall be notified in writing of the individual's name, date of occurrence and reason for release or reassignment. If the person to be released or transferred is the Project Supervisor assigned to this PROJECT, then the ASSESSOR shall be advised and consulted prior to such release or transfer.

#### **D. PUBLIC RELATIONS/PUBLIC INFORMATION PROGRAM**

Public relations shall be an important part of the revaluation PROJECT. The parties to this CONTRACT recognize that a good public relations program is required in order that the public be informed as to the purpose, benefits and procedures of this PROJECT.

Adequate public understanding of the revaluation program is essential to its success. Therefore the CONTRACTOR must be prepared to conduct a public information campaign which includes media releases, oral presentations and an introductory letter of introduction to all taxpayers.

All information and releases must have prior approval of the ASSESSOR.

With the participation and approval of the ASSESSOR, individual presentations shall be directed to taxpayers, local officials, business and civic groups so that they may better understand the scope and objectives of the PROJECT. This campaign shall continue on a regular basis for the duration of the PROJECT.

At a minimum, the following points shall be addressed:

- Significance of the property tax
- Necessity of PROJECT
- Purpose and methods of PROJECT
- Equity
- Role of TOWN
- Role of CONTRACTOR
- Role of ASSESSOR
- Necessity of data collectors
- Caliber and training of data collectors
- Need for data quality control
- Cooperation of the parcel owners is the key to success

The cost for any news releases shall be the responsibility of the COMPANY. The format and content of such releases shall be approved by the ASSESSOR.

The public relations program must remain flexible to provide sufficient information to promote public understanding. The effectiveness of the public relations program shall depend on flexibility, since the success of the program can only be measured by interaction with and response from the public which is being addressed.

The program must include but is not limited to:

At the commencement of the PROJECT:

- Press releases
- Meetings with local officials as requested and approved by ASSESSOR
- Public meetings on the following topics:
  - The laws concerning revaluation
  - Market value
  - A general outline of revaluation PROJECT
  - Data collection
  - Valuation procedures
  - Review procedures
  - Informal hearings
  - Taxpayer grievance proceedings
- A pre-data collection leaflet/notice to property owners

During the PROJECT:

Press releases

Meetings with local officials as requested and approved by ASSESSOR.

Meeting with civic groups as requested and approved by ASSESSOR.

Public meetings as requested and approved by ASSESSOR

Staff training meetings

Data mailers to property owners

At the conclusion of the PROJECT:

Press releases

Meetings with local officials as requested and approved by ASSESSOR

Public meetings as requested and approved by ASSESSOR.

Informal hearings

Board of Assessment Appeals meetings

## **E. RECORDS**

### **01. GENERAL PROVISIONS**

The CONTRACTOR shall provide all property record cards/street cards, owner cards, supplies, equipment, forms, literature, notices and papers 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.

### **02. CAMA**

The CONTRACTOR shall use and be responsible for all necessary data entry and data editing to the TOWN'S existing CAMA.

Upon completion of the PROJECT, the CAMA shall contain all matter of data, including, but not limited to, updated land rates, cost schedules, and depreciation tables.

Any file conversion or conversions are the sole responsibility of the CONTRACTOR.

### **03. RECORDS ARE TOWN PROPERTY**

The original or a copy of all records and computations, including machine readable databases, made by CONTRACTOR in connection with any appraisal of property in the TOWN shall, at all times, be the property of the TOWN and, upon completion of the project or termination of this contract by the TOWN, shall be left in good order in the custody of the ASSESSOR.

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

Such records and computations shall include, but not be limited to:

Assessor's Maps

Land Value Maps

Materials and Wages

Cost Investigations and Schedules

Data Collection Forms

Listing Cards

Property Record Cards with property valuations and sketches  
Capitalization Rate Data  
Sales Data  
Depreciation Tables  
Computations of land and/or building values  
All letters of memoranda to individuals or groups explaining methods used for appraisals  
Operating statement of income properties  
Duplicated notice of valuation changes  
Database of all property records, CAMA system, and integration with administrative system

#### **04. ASSESSOR'S RECORDS**

The CONTRACTOR shall use a system approved by the ASSESSOR to accurately account for all records and maps which may be taken from the files of the ASSESSOR in connection with this PROJECT. All such records and maps shall be returned immediately.

None of the ASSESSOR'S records shall be taken outside the corporate limits of the TOWN without prior written permission of the ASSESSOR.

The existing database in the ASSESSOR'S CAMA system shall be provided to the CONTRACTOR at the CONTRACTOR'S expense.

#### **05. PROPERTY RECORD CARDS/STREET CARDS**

The CONTRACTOR shall complete, print and file by property location, Property Record Cards, commonly referred to as "Street Cards" or "Field Cards". These cards shall be printed on paper stock of at least 65 lbs. 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, public improvements, census tract number, 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, fair market value and 70% 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.

#### **06. PLOT PLANS**

Plot plans may be required of each residential, commercial, industrial, public utility or exempt property with three (3) or more major buildings thereon, and each plot plan shall be reasonably accurate as to locations of the buildings and shall be coded to the field record cards. For the purposes of this section, a major building is defined as a building having 750 or more square feet of gross floor area.

Cards of multiple major building properties together with plot plans or land maps shall be assembled in a standard file folder properly labeled.

#### **07. ASSESSMENT NOTICES**

No later than **November 10, 2017** (but only after the FIELD REVIEW is completed to the satisfaction of the Assessor), a notice (in conformity with the Connecticut General Statutes Section 12-62(f)), and subject to prior approval by the ASSESSOR, shall be sent, at CONTRACTOR'S expense by first class mail, to each property owner of record, setting forth the fair market value that has been placed upon the property identified in the notice (including any value based upon Farm Land, Forest Land or Open Space Land). The notices shall also be provided in a PDF file or similar

form as approved by the ASSESSOR. The CONTRACTOR will also provide the needed information for the notice. Also enclosed with such notice shall be information specifying the dates, times and places of the informal public hearings and information describing the property owner's right to appeal the valuation of his property, including the manner in which an appeal may be filed with the Board of Assessment Appeals. Such notices shall be subject to approval by the ASSESSOR and in accordance with Connecticut General Statutes.

At the time assessment notices are mailed the CONTRACTOR shall provide two bound reports of every assessment, one report to be sorted by name and the other report to be sorted by property location. Additional sets of these reports shall be made available at selected public buildings.

## **08. DATA MAILERS**

To ensure public confidence, taxpayers must play an important role in monitoring the quality of data collection. The CONTRACTOR, at its expense, must send data mailers to all owners of each residentially improved parcel of property who have not previously provided a completed data mailer. The format of these mailers and the schedule of mailings are subject to the approval of the ASSESSOR. The data mailers shall list all fields that affect value, a stamped return-addressed envelope and a cover letter which explains the purpose and content of the mailer. The format and content of the data mailer, as well as the cover letter, shall be subject to approval by the ASSESSOR. The data mailer shall contain directions on how to correct inaccurate information. The CONTRACTOR shall be responsible for making any corrections to the existing CAMA database as a result of the returned data mailers and the CONTRACTOR shall field inspect such properties as the Assessor may require prior to making the corrections shown on the returned data mailers.

Before any data mailer is mailed, the CONTRACTOR shall have a comprehensive quality control program, approved by the ASSESSOR, in place.

All data mailers shall be mailed no later than **July 1, 2016**.

All data mailers shall have a return date of no later than **September 1, 2016**.

All inspections necessitated by the data mailers shall be completed by **June 2, 2017**.

The mailers for parcels in the residential category shall include, but not be limited to, the following:

Property type classifications

Utilities

Zoning

Parcel size

Building style

Exterior wall material

Total number of rooms

Number of baths

Heating

Fuel type

Basement type

Year built

Number of fireplaces

Garage type

Central air conditioning

Latest sale price and date (or volume and page if date is not currently in computer)

## F. INFORMAL PUBLIC HEARINGS

Beginning no later than **November 27, 2017**, the CONTRACTOR shall hold informal hearings, at such times and at such locations as the ASSESSOR may specify, so that owners of property or legal representatives of owners, may appear at appointed times to discuss with qualified members of the COMPANY'S staff, the assessed valuations of their property. The COMPANY'S personnel shall explain the manner and methods of arriving at value. Informal hearings, at the discretion of the ASSESSOR, may be held on weeknights and Saturdays as well as during business hours.

Once the notices are mailed, the CONTRACTOR shall provide sufficient full time personnel for the sole purpose of making appointments for the informal hearings. The CONTRACTOR shall maintain a (national) toll free line for the purpose of making appointments for the informal hearing.

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

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

Commercial, industrial, and public utility hearings shall be scheduled separately from residential hearings.

The CONTRACTOR shall require each person(s) or their legal representative who appears at a hearing, to sign a form indicating whether the CONTRACTOR shall re-inspect the property/properties being discussed, such decision to re-inspect will be at the reasonable discretion of the ASSESSOR. This form shall be approved by the ASSESSOR and provided by the CONTRACTOR. The completed and signed forms shall be turned over to the ASSESSOR at the conclusion of the hearings.

Any such re-inspection shall be made as soon as possible but in no event later than **December 22, 2017**.

All decisions governing the format, method of public hearing, hearing date and times, time increments of appointments, number of personnel or specialists for the hearings, and the forms for said hearings, are subject to the approval of the ASSESSOR.

All costs related to the hearings shall be the responsibility of the CONTRACTOR.

Any information offered by the taxpayer shall be given consideration and adjustments shall be made where warranted.

The informal hearings shall be completed by **December 15, 2017**.

No later than **January 31, 2018**, the CONTRACTOR shall, at its expense, by first class mail, notify in writing each taxpayer who has appeared at an informal hearing of the results of that hearing, whether the assessment has been changed or not. The content and form of such notices shall be subject to the prior approval of the ASSESSOR.

The CONTRACTOR shall provide the ASSESSOR with a weekly analysis of, but not limited to:

- Number of interviews
- Number of accounts resolved in session
- Number requiring "in-field" follow-ups
- Itemized listing of accounts requiring increase/decrease and reason for change

## G. BOARD OF ASSESSMENT APPEALS

The CONTRACTOR shall have qualified personnel (See Section F, above, for the definition of "qualified personnel") available for attendance at any deliberations of the Board of Assessment Appeals held after the completion of this PROJECT, Sundays excluded. Such availability and attendance shall not be required

after the date for the completion of the duties of the Board of Assessment Appeals on the **October 1, 2017** Grand List, to assist in the settlement of complaints and to explain the valuations made.

## **H. INFORMATION TO THE ASSESSOR**

The CONTRACTOR shall give to the ASSESSOR any and all information requested pertaining to the revaluation work, for a period of one year after completion of the duties of the Board of Assessment Appeals on the **October 1, 2017** Grand List, without further cost to the TOWN.

Throughout the PROJECT, the CONTRACTOR shall satisfy all requests made by the TOWN for information as to the CONTRACTOR'S planned work schedule for the PROJECT, personnel employed on the PROJECT, appraisal methods and procedures utilized, and the status of the work.

Written weekly status reports are required throughout the duration of the PROJECT, commencing thirty (30) days from the date the work commences.

## **I. APPRAISAL SPECIFICATIONS**

### **01. Land**

The CONTRACTOR shall appraise all land within the TOWN: including residential, commercial, industrial, agricultural, special use, public utility, whether taxable or tax exempt, vacant or improved.

The ASSESSOR shall provide use values for all land classified as farm, forest or open space pursuant to 12-107c, 12-107d and 12-107e (CGS). The CONTRACTOR shall provide the fair market value for such classified properties.

#### **a. Land Study**

Land shall be valued on the basis of an analysis of all sales data occurring between **October 1, 2016** (inclusive) and **October 1, 2017** (inclusive). 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, realtors, banks and other sources for information relative to sales of properties within the TOWN. All factors affecting the final values of land shall be considered, such as location, zoning, inland wetlands, topography, soil condition, utilities, size, vacancy, form of ownership, non-conforming uses, and zoning variances.

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

#### **b. Land Inspection**

The CONTRACTOR shall make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shapes or anything else which may detract from or enhance the value of the land.

Non-conforming uses and zoning variances shall be considered in establishing values.

All such adjustments shall only be made if they are market supported.

#### **c. Land Unit**

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

All necessary tables and charts shall be developed by the CONTRACTOR for the valuing of land. These tables and charts shall be prepared according to standard appraisal practices and shall be subject to the approval of the ASSESSOR.

#### **d. 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 ASSESSOR. The land value map shall be returned to the TOWN prior to the completion of the PROJECT.

#### **e. Neighborhood Delineation**

After consideration of the environmental, economic and social characteristics of the TOWN, CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate "neighborhood" units within the TOWN. Each neighborhood unit shall exhibit homogenous characteristics. Each neighborhood unit shall be assigned a separate identification code. These neighborhood codes shall be recorded and maintained on all property record cards and the computer database.

### **02. RESIDENTIAL BUILDINGS AND STRUCTURES**

#### **a. Physical Details**

The CONTRACTOR shall make a careful and complete listing of physical construction details of all residential buildings and structures and all structural improvements appurtenant to residential property in the TOWN, on proper forms as previously covered in these CONTRACT SPECIFICATIONS.

#### **b. Physical Inspections**

The CONTRACTOR shall make a listing of physical construction details of all the structural improvements pertinent to residential property in the TOWN, on data collection cards (listing cards) for entry into the CAMA database. Details of all structural improvements also are to be listed on the property record cards/street card. For property data quality assurance, a data collection manual, training for data collectors, and data entry edit procedures must be provided.

The CONTRACTOR will verify or correct the complete listing of all physical details for all residential, commercial and industrial buildings and all structural improvements attached to each parcel. Listing will include all interior and exterior construction details, quality of construction, age and condition.

#### **c. Exterior Inspections**

When measuring, all buildings and improvements shall be measured to the nearest foot. Six (6) inches or less shall be rounded down; seven (7) inches or more shall be rounded up

#### **d. Interior Inspections**

Interior inspections shall be complete. Information taken at the door is unacceptable. It shall be noted on the record card if the data collector is not allowed to view any portion of the property, and the reason why.

The CONTRACTOR shall verify all sales with the owner and code them as useable or non-useable transactions. Useable transactions are defined as "arms-length" sales and do not include foreclosures, family sales, auction sales, estate sales, etc.

## **01. Verification**

The Lister shall have each interior inspection verified, including the date of the inspection, by having an adult owner or resident of each building or dwelling unit sign the data collection card (listing card).

At no time shall any employee of the CONTRACTOR enter any structure which is occupied solely by a minor. A minor is defined as any individual less than 18 years of age.

## **02. Entrance Refusal**

When entrance to a building for an inspection is refused, the Lister shall make note of the fact and within two (2) working days notify the ASSESSOR of the fact in writing, giving the facts as to the time of the visit and if possible, the name of the party refusing entrance and other pertinent information.

The ASSESSOR shall review each such case, and the ASSESSOR shall send a letter to the owner of the property to explain the importance of a complete interior and exterior inspection of the property. If the ASSESSOR shall be unable to gain the cooperation for a complete inspection, the ASSESSOR shall so notify the CONTRACTOR, and they shall proceed to estimate the value of the building on the basis of facts ascertainable without entry and on the basis of an estimate of the interior features and interior condition of the property. The CONTRACTOR shall make adequate notations of the lack of cooperation, and the manner of arriving at value, conspicuously on the property record card (field card).

In an instance whereby access has not been made or permitted, and a question exists regarding building size, number of rooms, bathrooms or other pertinent data, the CONTRACTOR shall first check with the Building Officials.

If the ASSESSOR is not notified, as required above, that entrance was denied at a property, that property shall be counted as "not inspected" NOT as "refused".

## **03. Lister Identified**

The data collection card (listing card) and the property record card (field card) shall indicate the initials of the lister and date(s) of the listing.

## **04. Call Backs**

Where necessary the CONTRACTOR shall make two (2) call backs, one of which must be on a weekday between 5:00 PM and 8:00 PM, or on a Saturday. Time and date of call back shall be noted on the data collection card (listing card) and on the property record card (field card) by the lister making the call back.

## **05. Notification Letter**

If after two (2) call backs, contact was not established with a property owner, a notification letter (approved by the ASSESSOR) shall be mailed at the CONTRACTOR'S expense, notifying the property owner that the representatives of the CONTRACTOR were not able to make contact, and request that within a prescribed time limit the property owner contact the CONTRACTOR, by telephone or by mail, for alternative arrangement for the inspection of the property. The CONTRACTOR shall investigate all returned mail for current and/or corrected addresses, and re-mail such notices.

If the property owner does not arrange for and keep an appointment for interior and exterior inspection of the property by the CONTRACTOR within the prescribed time limit, it shall be considered a refusal. The ASSESSOR shall be notified. If the ASSESSOR is not so notified, the property shall be listed as "not inspected" not as "refused".

The CONTRACTOR shall at no time during the PROJECT refuse to inspect any property when the property owner has made a request.

## **06. Status Reports**

In addition to any other required status report, the CONTRACTOR must provide the ASSESSOR with a monthly status report as to the percentage of interior inspections with signatures that have been obtained in relationship to the total number of properties that have been inspected.

## **03. APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY, AND SPECIAL PURPOSE PROPERTIES**

### **a. General**

All commercial, industrial, public utility and special purpose buildings shall be classified, priced and reviewed in the same manner as residential properties, as set forth previously in these CONTRACT SPECIFICATIONS, except that the dimensions of all buildings shall also include the height, which shall be recorded on the property record card. All commercial, industrial, public utility and special purpose properties shall be valued pursuant to Section 12-63b(a) CGS.

### **b. Description**

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

### **c. Income Approach**

Income and expense data gathered by the TOWN shall be utilized by CONTRACTOR for all income producing and where appropriate, owner-occupied properties. The income approach shall be applied to all income producing properties. Value estimates based solely upon owner information shall also be calculated and utilized for review purposes. Income and expense data with accompanying summary reports and rent schedules shall become the property of the TOWN.

All information filed or furnished with an Income and Expense report shall not be a public record and is not subject to the provisions of Section 1-19 (Freedom of Information) of the Connecticut General Statutes.

From these reports and other data sources, such as field investigations and interviews, the CONTRACTOR will establish market rent and market expenses for income producing properties. The CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Capitalization rates shall be established for the various classes of property and checked by bankers, investors and appraisers to ensure their accuracy. When the rates and methods have been approved by the ASSESSOR, the CONTRACTOR shall perform the income approach using both contract income and expenses and market income and expenses for all non-residential properties and shall provide same to the Assessor for his review.

The CONTRACTOR shall be responsible for entering all income data into the CAMA system.

The TOWN shall be responsible for the collection of the M-58 (Income and Expense) Reports.

### **d. Yard and/or Site Improvements**

All yard improvements shall be listed and valued separately.

### **e. Fixed Equipment**

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

Any item which might be considered an item of personal property yet is included in the valuation of the building, the ASSESSOR shall be notified in writing and it shall be separately listed and described by the CONTRACTOR either on the property record card or separately on another record.

## **J. SCHEDULES**

### **01. Building Cost Schedules, General**

The CONTRACTOR shall prepare for usage in the project 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 buildings as applicable. These schedules shall be used in computing the replacement cost in the TOWN for all residential, commercial, industrial, and farm construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees and all other direct and indirect costs of construction. Before final acceptance they shall be proven by testing against known sales. All finalized schedules shall be approved by the ASSESSOR before adoption and usage by CONTRACTOR.

The cost schedules must be supported by a recognized valuation publication company such as Marshall and Swift, Means, etc.

### **02. Types of Cost Schedules**

#### **a. Residential**

Residential cost schedules shall include schedules for various classifications, types, models, and story heights on a cost 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 or detached, basement garages, and finished basements and schedules for other building improvements usually found on residential property including, but not limited to, in-ground swimming pools, barns, sheds, tennis courts, gazebos, and hot tubs.

#### **b. Commercial**

Commercial building cost schedules shall be prepared in unit costs of material 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 Purpose**

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, silos, milk houses, coops, etc.

### **03. 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 buildings and special use buildings and shall be approved by the ASSESSOR.

The CONTRACTOR shall develop, explain and list each form of depreciation separately on the property record card and/or worksheet if used.

### **04. Schedules for TOWN**

The CONTRACTOR shall supply and leave for the TOWN not less than two (2) paper copies of all the above required building cost schedules and depreciation schedules. Appraisal schedules are all tables, factors, models and model descriptions, which were employed in the PROJECT to process value estimates as required in the section of this CONTRACT entitled "Appraisal Specifications". A draft copy of these appraisal schedules shall be turned over to the ASSESSOR upon approval of the schedules by the ASSESSOR. These schedules shall be placed into notebooks, as approved by the ASSESSOR and shall be the same schedules used in the CAMA system.

## **K. SALES ANALYSIS**

Sales analyses of all properties, sold between October 1, 2016 and October 1, 2017 (inclusive), shall be performed as a means of sustaining the values derived. These analyses shall be done on the aggregate of all residential, commercial, industrial, public utility, vacant land and special purpose properties.

The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. All sales that are part of the sales analyses shall be verified. A sales-assessment analysis with these same factors and measures shall also be done for all sales in a class and in each residential neighborhood.

All sales that are a part of the sales analyses shall be verified. The CONTRACTOR shall provide effective screening, confirmation of sales prices and inspection of sale property.

Any additional requests for sales analyses by the ASSESSOR shall also be performed.

## **L. QUALITY CONTROL**

### **01. GENERAL**

The CONTRACTOR shall be required to submit a detailed quality control program. The quality control must address both the accuracy and validity of the data. This program should include some form of data recollection to assure the quality of the data being collected. This program must include a comprehensive reporting system and be approved by the ASSESSOR. This program shall include data mailers mailed to residential property owners at the CONTRACTOR'S expense.

### **02. PERFORMANCE BASED REVALUATION STANDARDS**

It is understood and agreed that the reappraisal of properties covered by this CONTACT shall meet or exceed the standards as outlined in the Performance Based Revaluation Standards and Certification of Revaluation (Section 12-62(i) as amended from time to time) and shall conform to the procedures and technical requirements of the ASSESSOR.

To that end, preliminary Performance Based Revaluation reports shall be completed, as requested by the ASSESSOR, prior to the printing and mailing of the assessment notices.

The CONTRACTOR shall be required to provide such Management Plan as require by Section 12-62(i) as amended from time to time.

## **M. INCOMPLETE CONSTRUCTION**

The CONTRACTOR shall code as “unfinished construction” all property cards which have incomplete improvements on the October 1, 2017 Grand List.

All appraisals of buildings (either complete or under construction) shall be completed as of October 1, 2017.

The property record card/street card shall show the percentage of completion, based upon a schedule approved by the ASSESSOR, and the value estimate of such property shall reflect the percentage of completion.

At the conclusion of this PROJECT, the CONTRACTOR shall deliver to the ASSESSOR a written listing by property location for all property cards which have incomplete improvements as of October 1, 2017.

## **N. FIELD REVIEW**

All properties shall be reviewed in the field by the Project Supervisor or other such person approved by the ASSESSOR. Properties shall be reviewed for classification, final value, and to assure that they are correlated to comparable properties.

The ASSESSOR shall be notified of the dates of review and shall be entitled to accompany the Project Supervisor or other such person as approved by the ASSESSOR.

The field review shall take into consideration any known or apparent changes in the individual property since they were first inspected.

## **O. PRICING AND VALUATIONS**

It is understood and agreed that the reappraisal of properties covered by this contract shall meet or exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statutes sections 12-62I-1 to 12-62I-7 and as amended time to time) and shall conform to the procedures and technical requirements of the ASSESSOR.

Using CAMA and the mass appraisal procedures developed by the CONTRACTOR, the CONTRACTOR shall calculate a value estimate for each parcel that shall be comprised of 1) land value, 2) building value, 3) other improvement value(s) and 4) total value. The value estimate of any property shall be the fair market value of the land, buildings and other improvements as they existed on October 1, 2017. Value estimates shall be rounded to the nearest hundred dollars.

Prior to the mailing of the assessment notices and after the FIELD REVIEW is completed to the satisfaction of the Assessor, the CONTRACTOR’S Project Supervisor shall review the value estimates, as computed by the CONTRACTOR, with the ASSESSOR, to ensure that the TOWN is prepared to accept the COMPANY’S work. If deemed to be unacceptable, the value estimates shall be corrected or revised by the COMPANY as required or specified by the ASSESSOR.

The ASSESSOR shall make the final determination on the final values.

The final value of any property shall be the fair market value of the land, buildings and other improvements as they existed on October 1, 2017. Fair market values shall be rounded to the nearest hundred dollars.

## **P. TRAINING**

The CONTRACTOR shall be responsible for training the ASSESSOR’S staff in such manner that, at the end of the project, the ASSESSOR’S Office shall be knowledgeable in the operation of all phases of the valuation system.

On-the-job training, where feasible, shall consist of the ASSESSOR and his staff working in the appropriate phases of this PROJECT under the CONTRACTOR'S supervision.

The CONTRACTOR shall submit a reasonable training plan and schedule to achieve the objective stated above prior to the commencement of the PROJECT.

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

Regular periodic delivery of appraisals and other information required under this CONTRACT and CONTRACT SPECIFICATION, as completed and in accordance to a schedule hereinabove set forth or agreeable to the ASSESSOR shall be made to the ASSESSOR for his review.

All appraisals of buildings (either complete or under construction) shall be completed as of October 1, 2017.

All completed and/or corrected property record cards/street cards shall be turned over to the ASSESSOR on or before January 12, 2018 and shall be filed alphabetically, by property location, in a metal filing cabinet or cabinets acceptable to the Assessor. All other material shall be filed alphabetically, by property location, in cardboard boxes as approved by the ASSESSOR.

**R. PUBLIC'S RIGHT TO KNOW**

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 provisions of applicable law.

**03. RESPONSIBILITIES OF THE TOWN**

**A. Nature of Service**

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

The CONTRACTOR shall, in good faith, use its best efforts to assist the ASSESSOR in determining accurate and proper valuations and shall not undervalue or overvalue any land, building or other property to avoid or to minimize its responsibilities as outlined in these CONTRACT SPECIFICATIONS.

**B. Cooperation**

The ASSESSOR, TOWN, and its employees will cooperate with and render all reasonable assistance to CONTRACTOR and its employees.

**C. Items Furnished By The Town**

The TOWN shall furnish the following:

**01. Maps**

The TOWN shall furnish one (1) set of the most up-to-date TOWN ASSESSOR'S Maps that are currently available showing streets, and property lines and boundaries.

**02. 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 measurements or acreage.

### **03. Zoning**

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

### **04. Existing Property Record Cards**

The TOWN shall make available to the CONTRACTOR, at the CONTRACTOR'S expense, the current CAMA database for all property accounts.

### **05. 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 for the CONTRACTOR.

The CONTRACTOR shall update the revaluation database as necessary so as to reflect the status of all the properties as of October 1, 2017.

### **06. 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 this PROJECT (up to and including October 1, 2017) to allow the inclusion of all new construction, additions, remodeling or demolitions in the CONTRACTOR'S appraisals.

All building permit copies shall be returned to the ASSESSOR at the completion of this PROJECT.

### **07. Signing of Communications**

The TOWN shall sign, by the ASSESSOR, communications to be mailed at CONTRACTOR'S expense, for the purpose of contacting a property owner for inspection of the property or for such other purpose as is deemed appropriate by the ASSESSOR.

### **08. Mailing Addresses**

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

### **09. Office Space**

If requested by the CONTRACTOR, the TOWN shall furnish to the CONTRACTOR sufficient office space in the TOWN to carry out the terms of this CONTRACT. If the TOWN is unable to provide space, the TOWN shall reimburse the CONTRACTOR for leased space, subject to the TOWN'S approval of the appropriateness and cost.

The TOWN shall also provide space, at no charge to the CONTRACTOR, for the purpose of holding the Informal Public Hearings.

### **10. Obligation to Keep Current**

The TOWN shall continuously and currently update the information specified above.

### **11. Sales Information**

The TOWN shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

## 12. INCOME AND EXPENSE FORMS (M-58)

The TOWN shall be responsible for the collection of the M-58 (Income and Expense) Reports:

INCOME PERIOD	M-58 TO BE MAILED BY	M-58 TO BE RETURNED BY
January 1, 2015 to December 31, 2015	April 15, 2016	June 1, 2016
January 1, 2016 to December 31, 2016	April 17, 2017	June 5, 2017

## 04. THE TOWN OF GUILFORD GENERAL CONDITIONS AND CONDITIONS

A Proposer must be willing to adhere to the terms and conditions of this request, including the following:

- 1. Acceptance or Rejection by the Town:** The Town reserves the right to accept and/or reject any or all proposals submitted for consideration to serve the best interests of the Town. Proposers whose proposal(s) are not accepted will be notified in writing.
- 2. Freedom of Information Act:** All responses to this RFP are subject to possible disclosure under the Freedom of Information Act of the State of Connecticut.
- 3. Ownership of Subsequent Products:** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the Town unless stated otherwise in the RFP or Contract.
- 4. Timing and sequence:** Timing and sequence of events resulting from this RFP will be ultimately be determined by the Town.
- 5. Oral Agreements:** The Town will not be responsible for any alleged oral agreement or arrangement made by a Proposer with any agency or employee.
- 6. Amending or Cancelling Requests:** The Town reserves the right to amend or cancel this RFP prior to the due date and time, if it is in the best interest of the Town to do so.
- 7. Rejection for Default or Misrepresentation:** The Town reserves the right to reject the Proposal of any bidder that is in default of any prior contract or for misrepresentation.
- 8. Town's Clerical errors in Awards:** The Town reserves the right to correct inaccurate awards resulting from its clerical error.
- 9. Rejection of Proposals:** Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
- 10. Changes to Proposals:** No additions or changes to the original Proposal will be allowed after submittal.
- 11. Contract Requirements:** Upon the award of the RFP, the Town and awarded respondent will enter into final negotiation of the Contract, which may include further negotiation of the fees and revisions to scope. The final contract shall be in a form acceptable to the Town and approved by the Town Attorney/Town Counsel. In the event the parties cannot agree on the final form contract, the Town reserves the right to

award to the next most qualified respondent and the Town shall not be bound to the original awarded respondent.

12. **Rights Reserved to the Town:** The town reserves the right to award in part, to reject any and all fee proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town will be served.
13. **Withdrawal of Proposal:** Negligence on the part of the Proposer in preparing the Proposal confers no right of withdrawal after the time fixed for the acceptance of the Proposal.
14. **Assigning, Transferring of Agreement:** The successful Proposer is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, its rights, title or interest therein or its power to execute such agreement by any person, company or corporation without the prior consent and approval in writing by the Town.
15. **Cost of Preparing Proposal:** The Town shall not be responsible for any expenses incurred by the Proposer in preparing and submitting a Proposal.
16. **Compliance with Laws:** The respondent shall comply with all federal, state and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees and give all notice necessary and incident to the due and lawful performance of the Contract and bid process. Such laws shall include, without limitation, the following:

#### **A. Non-Discrimination and Affirmative Action**

A Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any other member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. The Contractor further agrees that this article. (and any additional provisions required by law), will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor or who may perform any labor or services in connection with this Contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity-Non-Discrimination Clause" to be included in all bid documents, purchase orders, leases and contracts. The principles of Affirmative Action are addressed in the 13<sup>th</sup>, 14<sup>th</sup> and 15<sup>th</sup> amendments of the United States Constitution, civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and Title VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Section 46a-60-69) of the Connecticut General Statutes, Connecticut code of Fair Practices (46a-70-81), Deprivation of Civil Rights [46a-58 (a)(d)], Public Accommodations Law (46a-63-64), discrimination against Criminal Offenders (46a-80), definition of Blind [46a-51(1)], definition of Physically disabled [46a-51(15)], definition of mentally Retarded [46a-51 (13)], co-operation with the commission on human Rights and Opportunities (46a-77), sexual Harassment [46a-60 (a)-8], Connecticut Credit discrimination Law (360436 through 360439), Title 1 of the State and Local fiscal Assistance Act 1 1972. Every contract to which the state is party must contain the non-discrimination and affirmative action provisions provided in the Connecticut General Statutes section 4a-60a.

## **B. Executive Orders**

The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 197, concerning labor practices; Executive Order No. seventeen of governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment opening and Executive Order No. sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7c of governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

## **17. Proposer's Security:**

- A.** Proposer Surety, as a guarantee of good faith, in the amount of ten percent (10%) of the base bid and in the form of a certified check, cashier's check, or Bidder's bond, shall be required to be submitted with the RFP package for all Proposals.
- B.** Such bid surety will be returned to the unsuccessful Proposers when the award of the RFP is made.
- C.** Surety will be returned to the successful Proposer upon receipt by the Town of the executed contract and applicable bonds, if any.
- D.** The Town shall have the right to retain the bid surety of Proposers to whom the award is being considered until either:
  - 1. A Contract has been executed and bonds have been furnished.
  - 2. The specified time has elapsed so that the Proposals may be withdrawn.
  - 3. All RFPs have been rejected.
- E.** Bid surety will be forfeited to the Town as full liquidated damages, but not as a penalty. If the Proposer fails or refuses to enter into a Contract on forms provided by the Town, and/or if the Proposer fails to provide sufficient bonds or insurance within the time periods set forth in the RFP.
- F.** The surety company executing the bond must be licensed to do business in the state, or the bond must be countersigned by a company so licensed. The bond must be signed by an official of the surety company and the corporate seal must be affixed over his/her name. Signatures of two witnesses for the principal and surety must appear on the bond as required by law. A power of attorney for the official signing the bond for the surety company must be submitted with the bond.

## **18. Clarification of Specifications/Addenda:**

- A.** Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error, which they may discover upon examination of the specifications documents.
- B.** Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least three (3) business days prior to the date and time for receipt of the RFPs. Failure to request a clarification or interpretation within said time frame shall be deemed a waiver of the right to assert these issues and claims in the future.
- C.** Interpretations, corrections and changes to the specification documents will be made by written agenda.

- D. Oral interpretations or changes to the specification documents made in any other manner, will not be bidding on the Town and Proposers will not rely upon such interpretations or changes.
- E. Addenda are written instruments issued by the Town prior to the RFP opening date, which modify or interpret the specification document by addition, deletion, clarification or correction.
- F. It is the Proposer's responsibility to check for addenda prior to submitting Proposals.
- G. Copies of the addenda will be made available for inspection at the office of the Purchasing agent and on the Town's website.
- H. No addenda will be issued later than forty-eight (48) hours prior to the RFP opening date, except addenda withdrawing the RFP or addenda which includes postponement of the RFP.
- I. Proposers shall ascertain prior to submitting their RFP that they have received all addenda issued, and they shall acknowledge receipt of addenda on the Proposal Form.

**19. RFP Award:**

- A. The signed Proposal Form shall be considered an offer on the part of the Proposer. Such offer shall be deemed accepted upon (i) receipt of proper Town authorization from the Board of Selectmen; and (ii) delivery by the Town of a notice of award letter to the winning Proposer, or if applicable, execution by the Town and Proposer of a separate contract, in the form included in the RFP package, or if not included in the RFP package, in a form mutually acceptable to both parties. In either case the terms and provisions of the Town's RFP shall be deemed incorporated into the contract. Notwithstanding anything to the contrary stated herein, the contract shall be deemed executor only to the extent of appropriation available to each agency for the purpose of such article/services. The Town's extended obligation on those contracts which envision funding, through successive fiscal periods shall be contingent upon actual appropriations for the following year. In event that funding is not available at the time of award and/or execution of the contract and/or if the Town's budget is approved for the fiscal year in which the contract is to be performed after contract execution or time of award but prior to the performance of the contract, the Town reserves the right to cancel the contract.
- B. Contracts shall be executed by the successful Proposer and delivered to the Town for counter-execution within five (5) business days of award notification.
- C. No proposal shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving RFPs and each Proposer so agrees in submitting the RFP. Upon award of the RFP, the successful Proposer shall be bound by the Proposal price throughout the Contract period.
- D. If two or more Proposers submit identical RFPs and are equally qualified, the decision of the Town to make award to one or more of such Proposers shall be final.
- E. The Contract will be awarded to the lowest responsible Proposer complying with all the provisions of the RFP, provided the proposal price is reasonable and in the best interest of the Town of Guilford to accept. The Town reserves the right to reject any or all RFPs. The town specifically reserves the right to reject the low Proposer.
- F. The Town reserves the right to reject all Proposals or any part of a Proposal, to waive defects in proposals, and to re-bid at any time prior to the RFP award if to do so is deemed to be in the best interest of the Town. The Town reserves the right to waive irregularities and technicalities in the RFP, such as shall best serve the requirement and interest of the Town.

**END OF RFP#5-1516  
THE REAPPRAISAL AND REVALUATION  
OF ALL REAL PROPERTY (TAXABLE AND EXEMPT)  
LOCATED IN THE TOWN OF GUILFORD, CONNECTICUT  
EFFECTIVE FOR THE GRAND LIST OF OCTOBER 1, 2017**