

**TOWN OF BERLIN, CONNECTICUT
Assessor's Office/Finance Department**

**REQUEST FOR PROPOSALS FOR:
October 1 2017 Revaluation**

RFP NUMBER: 2016-40

ISSUED: May 12, 2016

RFP OPENING DATE: May 27, 2016

RFP OPENING TIME: 12:00 PM

RFP OPENING PLACE: Berlin Town Hall, Town Manager's Office, 240 Kensington Rd Berlin, CT 06037

SUMMARY DESCRIPTION OF PROPOSAL: October 1 2017 Revaluation

One (1) clearly marked original and two (2) copies of Sealed Proposals must be received at the Town Managers Office at the Berlin Town Hall, 240 Kensington Road, Berlin, Connecticut 06037, in a sealed envelope marked "BID #2016-40 October 1 2017 Revaluation" until but no later than 12:00P.M. on Friday, May 27, 2016, at which time the bids will be publicly opened and read. The Town will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising the Request for Proposals may be obtained on the Town's website, www.town.berlin.ct.us, under "Bid and RFP Information," or from Adam Tulin, Purchasing Agent, Berlin Town Hall Room 3C, 240 Kensington Rd, Berlin, CT 06037 during normal business hours. **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

The Town Manager, her designee, or Department Head may reject or accept any or all Proposals in whole or in part or to waive any informality in the Proposals received if, in his/her opinion, it is in the best interests of the Town to do so. Proposals may be held by the Town of Berlin for a period not to exceed 6 months from the date of the Proposal opening for the purpose of reviewing the Proposals and investigating the qualifications of the vendor prior to awarding the contract.

Should the Vendor find any omissions, discrepancies or errors in the specifications or other Contract Documents or should he be in doubt as to the meaning of the specifications or other Contract Documents, immediately notify the Town, which may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any Vendor and no oral statement of the Town shall be effective to modify any of the provisions of the Contract Documents.

The Town of Berlin is an Equal Opportunity Employer. Minority and Women's Business Enterprises are encouraged to respond. The Town reserves the right to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

INVITATION FOR BIDSS
OUTLINE OF PROPOSAL DOCUMENTS
TOWN OF BERLIN

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CONTENTS OF PROPOSAL DOCUMENT

| Description | Yes | No |
|---|-----|----|
| Request for Proposals Cover Sheet | X | |
| Outline of Proposal Documents | X | |
| Instruction to Vendors & General Conditions | X | |
| Technical Specifications and/or Scope of Work | X | |
| Proposal Form | X | |
| Non-Collusive Statement | X | |
| Affirmative Action Statement | X | |
| Statement of References | X | |

DOCUMENTS OR REQUIREMENTS NEEDED FOR THIS PROPOSAL

| Description | Yes | No |
|--|-----|----|
| Proposal Form | X | |
| Non-Collusive Statement | X | |
| Affirmative Action Statement | X | |
| Form W-9 | X | |
| Statement of References | X | |
| Certificate of Insurance | X | |
| Proposal/Bid Bond | X | |
| 100% Performance Bond – submitted at time of contract award | X | |
| Labor & Materials Bond – submitted at time of contract award | | X |
| Vendor References | X | |
| Samples and/or Descriptive Literature | X | |
| Prevailing Wage Requirements | | X |

INSTRUCTIONS TO VENDORS & GENERAL CONDITIONS

All Vendors shall observe the following instructions and specifications:

1. PROPOSAL COMPLIANCE

Proposals shall be submitted on the enclosed forms. Incomplete forms may be cause for disqualification of the Proposal. Authorized Representative/Agent of the vendor must sign Proposals. **Please submit three (3) copies of completed Proposal and attachments, including one (1) clearly marked original.**

The Town of Berlin shall be the sole judge as to whether any Proposal complies with these specifications, and such a decision shall be final and conclusive. Vendor shall state any exceptions taken to the Proposal specifications.

2. PROPOSAL RETURN ENVELOPE

All Proposals shall be submitted in sealed, opaque envelopes clearly labeled with the name of the Vendor, his address and the words "PROPOSAL DOCUMENTS". Please **clearly mark** your envelope with the **Proposal title** and **bid number** as to prevent opening of a sealed Proposal prior to the opening date. Proposals submitted in unmarked envelopes which are opened by the Town in its normal course of business, will not be accepted. If time permits, the proposals will be returned to the Vendor informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above.

3. PROPOSAL PRICE

Each Proposal must be submitted on the prescribed form and all blank spaces for Proposal prices must be filled in ink or typewritten in both words and figures. Proposal prices shall include all labor, materials and equipment necessary to complete the work in accordance with the contract documents or these specifications and instructions. All prices must be NET, F.O.B. Berlin unless otherwise indicated. Vendors may quote on any or all items.

Negligence on the part of the Vendor in preparing his Proposal confers no right of withdrawal or modification of his Proposal after such Proposal has been opened.

The Town of Berlin is exempt from State or Federal taxes.

4. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn personally or in writing (letter form or faxed) by the Vendor in time for delivery in the normal course of business prior to the time fixed for opening. Once Proposals are opened the prices shall remain firm for sixty (60) days after the Proposal opening.

5. RIGHT OF REJECTION

The Town Manager, her designee, or Department Head may reject or accept any and all Proposals in whole or in part or to waive any informality in proposals received if in her opinion, it is in the best interest of the Town to do so.

6. METHOD OF AWARD - LOWEST QUALIFIED PROPOSAL/VENDOR

- The Town reserves the right to split the Proposal Award if it is in the Town's best interest.
- The delivery date shall be a factor considered in awarding a Contract and may result in an award to a vendor other than the low Proposal.
- In the event that there is a discrepancy between price written in words and in figures, the price written in words shall govern.
- Proposals will be awarded to the lowest responsible Vendor as determined by the Town

7. PROPOSAL/BID BOND

Each proposal must be accompanied by a certified check of the Vendor or a Proposal/Bid bond with a surety acceptable to the Town in the amount equal to at least FIVE PERCENT (5%) of the Proposal amount. The successful Vendor, upon his failure or refusal to execute and deliver the Contract, certificates of insurance or bonds required within FIVE (5) days of written notification, unless otherwise agreed upon, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposit submitted with his Proposal. Should the low Vendor have previously failed to complete its performance satisfactorily on a prior contract with the Town, before award, such Vendor shall have five (5) days to post a cash bond in an amount deemed by the Town to adequately cover the difference between the low Proposal and the next lowest responsible Vendor. Such cash bond shall be forfeited in its entirety in the event the contractor fails to execute a contract in accordance with these specifications.

8. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

Each Vendor is required to be familiar with and to comply with the terms and conditions of the specifications and all other contract documents and with all Federal, State and Local Laws, Ordinances or Regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the Contract.

Each Vendor shall thoroughly familiarize himself with all conditions of the Proposal documents and specifications before preparing his proposal. The submission of a proposal shall be construed as an assurance that such examination has been made, and the failure of the Vendor to familiarize himself with conditions related to the specifications shall in no way relieve any Vendor from any obligation in respect to this Proposal.

9. QUALIFICATIONS OF VENDOR

The Town may make such investigations as it deems necessary to determine the ability of the Vendor to perform the work, Vendor shall furnish to the Town all such information for this purpose as the Town may request. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of vendor fails to satisfy the Town that such Vendor is qualified to carry out the obligations of the contract and to the work contemplated therein.

10. ERRORS, INTERPRETATIONS AND ADDENDA

Should the Vendor find any omissions, discrepancies or errors in the specifications or other Proposal Documents or should he be in doubt as to the meaning of the specifications or other Proposal Documents, he should immediately notify the Town, which may correct, amend or clarify such documents by a written interpretation or addendum. All information given by the Town except by written addenda shall be informal

and shall not be binding upon the Town nor shall it be a basis for legal action by any Vendor against the Town.

Questions concerning the process and procedures applicable to this RFP are to be submitted in writing (including by e-mail) and directed **only to:**

Name: Adam Tulin

Position: Purchasing Agent

Email: atulin@town.berlin.ct.us

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.town.berlin.ct.us. **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

11. TRADE NAMES OR SUBCONTRACTING

Should brand name/trade name items appear in these specifications, before submitting a proposal on any item considered equal to or better than a named item the Vendor shall get written approval of the Finance Director for the substitution. This shall hold true unless the specifications say "or equal". The "Or Equal" clause is intended merely to establish a standard; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equal provided it is in the opinion of the using agency and Finance Director to be of equal substance and function.

The Contractor shall not subcontract the work under this project without written approval of the Finance Director, unless allowed in the Technical Specifications.

12. INDEMNIFICATION/HOLDHARMLESS

The contractor shall at all times indemnify and save harmless the Town of Berlin and its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the Town of Berlin or (b) the contractor, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the contractor or his subcontractor or material man or by reason of his or their use of faulty, defective or

unsuitable materials, tools or equipment of defective design in constructing or in performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The contractor further undertakes to reimburse the Town of Berlin for damage to property of the Town of Berlin caused by the contractor, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them.

The contractor shall hold and save the Town and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process article, or appliance manufactured or used in the performance of the contract, including its use by the Town unless otherwise specifically stipulated in this Proposal.

13. QUANTITIES

The quantities as listed are estimates. The Town is in no way obligated to purchase any set amount at any time, but will purchase as needs dictate. The estimates listed can be considered average purchases per year.

The Town reserves the right to increase or decrease the quantity of this Proposal at the same Proposal price stated on the Proposal form.

14. RIGHT OF THE OWNER TO TERMINATE CONTRACT

Failure of a contractor to deliver within the time specified or to deliver within the time extended by the Town, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Town shall constitute contract default.

In the event of default or that any of the provisions of this Contract are violated by the Vendor, or by any of his Subcontractors, the Town may serve written notice upon the Vendor of his intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the Town shall immediately serve notice thereof upon the Vendor.

If contract is terminated, the Town of Berlin reserves the right to award Proposal to next lowest responsible Vendor or purchase on the open market. In either event, the defaulting contractor (or his surety) shall be liable to the Town for cost to the Town in excess of the defaulted contract prices.

15. DELIVERY

Delivery of items or commencement of project shall be within 30 days of purchase order issuance or specified date scheduled in this document. The Town may establish blanket purchase orders under these specifications and require delivery on a monthly basis.

16. RISK OF LOSS

Vendors agree to bear all risk of loss; injury or destruction of goods and material ordered herein which occurs prior to acceptance. Such loss, injury or destruction shall not release the Vendor from any obligation under this Proposal. Delivery shall be F.O.B.

17. PAYMENT

Invoices shall be furnished to the Department Head for verification and approval of the amount due the Vendor. Final payment will not be made until final acceptance by the Town of Berlin of all vehicles, equipment, materials, or services. After Department Head approval/acceptance, payment shall be made within 30 days. Late payments will not be accepted until 45 days after approval/acceptance. Terms and conditions other than those noted above must be stated on Proposal.

18. INSURANCE REQUIREMENTS

The Contractor shall not commence work under the contract until he has obtained all insurance required under this article and the Town of Berlin has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of such insurance shall be filed with the Town and shall be subject to the approval of the Town for adequacy of protection before the execution of the contract.

All policies relating to this contract shall be so written that the Town shall be notified of cancellation or change at least sixty (60) days prior to the effective date of such cancellation or change. An X indicates insurance requirements for this bid.

Certificates from the insurance carrier shall be filed in triplicate with the Town and shall state the limits of liability and the expiration date for each policy and type of coverage. The Town of Berlin shall be named as an additional insured. Renewal certificates covering the renewal of all policies expiring during the life of the contract shall be filed with the Town not less than (10) days before the expiration of such policies.

A. X Commercial General Liability Insurance

The Contractor shall take out and maintain during the life of this contract, and for two years after expiration of this contract, Commercial General Liability Insurance whose forms and conditions shall be subject to the terms of this provision and approval of the Town. In addition, such insurance shall be primary over any collectible and valid insurance of the Town and insured with companies with a minimum Best's rating of A-IX. Such insurance shall contain, without limitation, the following endorsements and/or provisions: Broad form contractual liability covering oral and written contracts; aggregate limit of liability to apply on a per job basis; explosion, collapse and underground hazards; coverage for the contractor or any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance which shall be in the following minimum limits of coverage:

- \$1,000,000 each occurrence bodily injury/property damage covering premises and operations liability
- \$1,000,000 personal and advertising injury each occurrence
- \$2,000,000 bodily injury/property damage aggregate limit
- \$1,000,000 completed operations and products liability

directly or indirectly employed by either of them and the amounts of such insurance which shall be in the following minimum limits of coverage:

- \$1,000,000 each occurrence bodily injury/property damage covering premises and operations liability
- \$1,000,000 personal and advertising injury each occurrence
- \$2,000,000 bodily injury/property damage aggregate limit

\$1,000,000 completed operations and products liability

B. X Commercial Automobile Insurance

The Contractor shall take out and maintain during the life of this contract, Commercial Automobile Insurance, which shall cover the operation of all motor vehicles, owned by the Contractor. Such insurance shall also cover the hired and non-owned autos of the Contractor and insured with companies with a minimum Best's rating of A-IX and the amounts of such insurance shall be in the following minimum limits:

\$1,000,000 bodily injury/property damage each accident
\$1,000,000 hired and non-owned autos

C. X Worker's Compensation and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract, Workers Compensation and Employers Liability Insurance for all of Contractor's employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide such coverage for all employees of the latter unless such employees are covered by the protection of the Contractor.

\$100,000 each accident
\$100,000 disease each employee
\$500,000 disease policy limit

OR
"Certificate of Solvency" issued by Connecticut Workers' Compensation Commission for self-insurers.

D. N/A Professional Errors and Omissions Insurance

The Contractor shall take out and maintain, if so required by the Town of Berlin, during the life of this contract, and for two years after expiration of this contract, for Professional Errors and Omissions Insurance (i.e. architects, engineers, etc.):

\$1,000,000 per claim
\$2,000,000 aggregate limit

E. N/A Commercial Umbrella Liability

The Contractor shall take out and maintain, if so required by the Town of Berlin, during the life of this contract, and for two years after expiration of this contract, Commercial Umbrella Liability Insurance whose forms and conditions shall be subject to the terms of this provision and approval of the Town. In addition, such insurance shall be primary over any collectible and valid insurance of the Town and insured with companies with a minimum Best's rating of A-IX. Such insurance shall contain, without limitation, a following form endorsement, which shall not diminish, restrict or exclude coverage provided by any primary underlying policies. The amounts of such insurance shall be in following minimum limits:

\$5,000,000 each occurrence
\$5,000,000 aggregate limit

F. N/A Owners and Contractors Protective Liability Insurance

The Contractor shall purchase and maintain during the life of this contract an Owners and Contractors Protective Liability Policy in the name of the Town of Berlin and insured companies with a minimum Best's rating of A-IX and the amounts of such insurance shall be in the following minimum limits:

| | |
|-------------|---|
| \$1,000,000 | bodily injury/property damage each occurrence |
| \$2,000,000 | bodily injury/property damage aggregate limit |

If Contractor/Vendor is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Contract/Agreement, and the Certificate of Insurance shall state that the coverage is claims-made and also the retroactive date, if any. The contractor shall maintain coverage for the duration of the contract and for two years following the completion of the contract.

A Purchase Order for work shall not be issued until the Finance Director has received the required Insurance Certificate (3 copies), which names the Town as an additional insured.

19. EQUAL OPPORTUNITY - AFFIRMATIVE ACTION

Each bidder with ten (10) or more employees shall complete the Certification of Bidder which is included as part of these specifications. Bidders with less than ten (10) employees should indicate this on the Certification and return it with their bid.

A signature on the form certifies that the Bidder is declaring that it does not discriminate on the basis of race, color, sex, national origin, age or disability, etc. per State and Federal Statutes.

20. PREVAILING WAGES (not applicable)

If this is a construction project, this contract may be subject to Connecticut General Statutes Sect. 31-53, as amended. Generally, the statute applies to new construction projects totaling \$400,000 and over, and repair or rehabilitation projects totaling \$100,000 and over. The statute imposed certain wage requirements and reporting requirements on contractors and subcontractors, and carries serious penalties for violation of the law. The Town will provide the contractor with the current prevailing wage schedule. As stated in the statute the contractor will provide the Town with time records and certified payrolls of their employees and their subcontractors' employees who work on the project. For additional information refer to www.ctdol.state.ct.us.

21. NON-COLLUSIVE STATEMENT

All Bidders shall be required to provide a signed non-collusive statement with the bid on the form provided

22. FUNDING

Some or the entire contract may be funded by state, federal or other grant programs. The bidder is advised that such funding programs may include contractual provisions binding on contractors and which may, for example, require audits or certifications under oath that the contractor has not been debarred, suspended or excluded from any publicly funded project or programs.

A contract shall be deemed executory only to the extent that appropriations are available to each agency for specified purchases. The Town's extended obligation on these contracts, which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

23. PERFORMANCE BOND

If this project bid for services is over \$50,000 then the contractor will be required to submit a Performance Bond amounting to one hundred percent of the total amount of the bid. The contractor, when awarded the bid must submit within 10 days of the bid award, and before beginning the work or signing a contract, the Performance Bond. The Performance Bond shall be made out in favor of the Town of Berlin and executed by a surety company authorized to do business in the State of Connecticut. The Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond or Certified Bank Check. The Performance Bond will be required as security by the successful bidder for faithful performance of his/her contract.

24. GRATUITIES

The Town may, by written notice to the contractor, cancel the contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Town, amending, or the making of any determinations with respect to the performing of such contract. In the event the Town pursuant to this provision cancels this contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the contractor the amount of the gratuity.

25. ENVIRONMENTAL CERTIFICATIONS (not applicable)

If the contract entails any exposure to a regulated material including but not limited to asbestos or lead, the bidder certifies that it and each of its subcontractors and their workers will be certified and trained under all OSHA and other relevant regulations for such work.

26. OSHA/FEDERAL REGULATIONS

Contractors are responsible to meet all OSHA/Federal requirements including but not limited to hearing protection, Hazardous material regulations, blood borne pathogen regulations, breathing apparatus regulations, confined space entry regulations, drug and alcohol testing for CDL drivers, etc.

1. Contractor

The CONTRACTOR must abide by the conditions set forth below:

a. Certification

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

b. Bid

Each bid proposal submitted shall include a copy of the CONTRACTOR'S Revaluation Company Certificate and shall itemize the CONTRACTOR'S qualifications and experience. The CONTRACTOR shall submit a complete client list of municipalities to which it has rendered services during the last five (5) years and the nature of those services. The Bid proposal shall also include a statement showing the number of years the bidder has actually been engaged as a company, corporation, partnership, or individual specializing in municipal tax revaluation services.

c. Changes

The request for proposal will be incorporated into the contract awarded by the successful respondent. Therefore, any exceptions to the terms of the RFP must be noted in the response. Attachments to the response must be in addition to, not in lieu of, the provisions of the RFP. The bid shall be in the same format as this RFP.

2. Personnel

The CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements of the Equal Employment Opportunity provisions of Federal and State governments. The Company shall adhere to all legislation related to employment procedures.

The ASSESSOR will request and have the final decision as to the specific personnel that will be assigned to perform all tasks related to the Berlin Revaluation.

The ability of the CONTRACTOR to commit these people for the duration of the project will have a direct effect on the awarding of the contract. The ASSESSOR will provide a list of personnel to each CONTRACTOR at the time the proposals are due. Qualifications of Personnel

All personnel assigned to this project shall be subject to the approval of the ASSESSOR and shall be subject to removal from the project by the CONTRACTOR upon the written order of the ASSESSOR.

The potential CONTRACTOR must identify all project staff and their specific responsibilities. A minimum number of workdays to be spent on the Berlin

project for each employee must be identified. A listing of concurrent projects that the employees will be assigned to must be identified.

Proposals must identify a Project Manager, Field Appraisal Supervisor, Residential Appraisers, and a Commercial Appraiser (an individual can serve more than one roll). The town must approve any changes to the CONTRACTOR'S staffing as outlined in their proposal. Any proposed new or replacement staff are subject to the approval of the ASSESSOR.

a. Minimum Qualifications

i. Project Manager

The administration of this project shall be assigned by the CONTRACTOR to the Project Manager, who shall be certified by the State of Connecticut as a Revaluation Supervisor, and shall have not less than ten (10) years of practical appraisal experience in the appraisal field.

3. Background Check

All personnel will be subject to background checks by the Berlin Police Department.

4. Conflict of Interest

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

5. Dress Code

All personnel in the employ of the CONTRACTOR should wear appropriate business attire and maintain a professional demeanor in the field and in the office, subject to the approval of the ASSESSOR.

27. Preferential Bidding Process for the Town of Berlin

The Town Council of the Town of Berlin adopted the following Ordinance:

- A. For the purpose of this section, “local-based businesses” means businesses with a principle place of business located within the Town of Berlin and “state-based businesses” mean businesses with a principle place of business located within the State of Connecticut. Both “local-based” and “state-based” businesses have to meet all of the requirements of the specific bid for such contractor. A business shall not be considered a local- or state-based business unless satisfactory evidence has been produced to the Town Manager whereby the business establishes that it owns real property which has its principal place of business and pays taxes on real and personal property to the Town of Berlin or another municipality within the State of Connecticut.

Such evidence may include proof of ownership of real estate by copy of deed and copies of paid taxes bills for real and personal property. The personal property shall be used for the business in the performance of the bid.

- B. For the purpose of this section, “project” shall mean all projects put out for bid by the Town of Berlin which are \$10,000 or more, and the lowest qualified bidder shall be determined in the following manner:
1. Any local-based bidder which has submitted a bid of no more than 5 percent higher than the low bid, when such bid is between \$10,000 and \$500,000, provided such local-based bidder agrees to accept the award of the bid in the amount of the low bid. If more than one local-based bidder has submitted a bid of no more than 5 percent higher than the low bid and has agreed to accept the award at the amount of the low bid, the lowest [responsible] bidder shall be that one of such responsible local-based bidders which has submitted the lowest bid. If no local-based bidder has submitted such a bid, then the same condition and procedures shall apply to state-based bidders.
 2. Any local-based bidder which has submitted a bid of no more than 3.5 percent higher than the low bid, when such bid is between \$500,000 and \$1,000,000, provided such local-based bidder agrees to accept the award of the bid in the amount of the low bid. If more than one local-based bidder has submitted a bid of no more than 3.5 percent higher than the low bid and has agreed to accept the award at the amount of the low bid, the lowest responsible bidder shall be that one of such responsible local-based submitted such a bid, then the same condition and procedures shall apply to state-based bidders.
 3. Any local-based bidder which has submitted a bid of no more than 2 percent higher than the low bid, when such bid is over \$1,000,000, provided such local-based bidder agrees to accept the award of the bid in the amount of the low bid. If more than one local-based bidder has submitted a bid of no more than 2 percent higher than the low bid and has agreed to accept the award at the amount of the low bid, the lowest responsible bidder shall be that one of such responsible local-based bidders which has submitted the lowest bid. If no local-based bidder has submitted such a bid, then the same condition and procedures shall apply to state-based bidders.

C. The provisions of this section shall not apply to any projects which prohibit preferential bidding procedures which may include but may not be limited to state and federally funded projects.

TECHNICAL SPECIFICATIONS

1. **ASSESSMENT DATE**

The completed appraisals, upon approval of the ASSESSOR will serve as the basis for assessments effective on the Grand List of October 1, 2017. Notwithstanding the following dates mentioned in (1), all information on property record cards and computer database shall reflect actual information as of October 1, 2017.

1. Penalties

a. Failure to complete work

Failure by the CONTRACTOR to complete all work prior to the date specified herein, in a manner acceptable to the ASSESSOR, shall be cause for a penalty payment by the CONTRACTOR. The penalty will be in the amount of five hundred dollars (\$500) per day beyond the completion dates for the work described below.

b. Purpose of Provision

It is the purpose of this provision to allow the ASSESSOR to impose a per-day penalty if any of the work designated for completion on or before the above-mentioned dates has not been completed. The TOWN does not intend to seek an extension to complete its duties on the October 1, 2017 Grand List.

c. Penalty/Application

This penalty, if applied, shall be deducted from the contract price and be in addition to such other rights as the TOWN may have pursuant to the Contract. The TOWN shall have the right to use the funds withheld from each periodic payment to these contractor specifications, to satisfy wholly or partially, this damages clause. Delays occasioned by war, strike, explosion, acts of God, or an order of the court or other public authority are excepted.

2. **COMPLIANCE WITH STATUTES**

a. Requirement to Conduct a Revaluation is Controlled by State Law

By submitting a bid, Contractor expressly acknowledges that the town's duty to perform a revaluation derives from state statutes and that such statutes are continuously subject to reform, amendment or repeal as the State Legislature may deem appropriate. Contractor shall amend its bid to conform same to any standard imposed by law upon Contractor or the Town.

b. Provisions for Cancellation or Postponement of Revaluation

Contractor further acknowledges that in the event that the legislature shall suspend, postpone, waive or otherwise pass legislation that may affect the Town's duty to conduct a revaluation, the Town may cancel the bid process if not concluded, or if a bid award has been made, may cancel, revoke, rescind and/or nullify any such bid award without cost and without incurring liability to any respondent to this RFP, including any person to whom a bid award is made.

c. Liquidated Damages

No bid shall be accepted that does not contain a liquidated damages provision in limitation of damages or penalties payable by the Town in the event of cancellation, revocation, rescission or

nullification of any bid award as provided for herein. The liquidated damages provision may provide for damages to be liquidated by formula or in a specified amount. The provision shall provide for the execution and delivery of a General Release substantially in the form attached hereto as Appendix F as a condition of Town's obligation to pay any damages.

3. SCOPE OF SERVICES AND OVERVIEW

The project is for the revaluation of all real estate within the corporate limits of the town of Berlin, Connecticut, as of October 1, 2017, as described below:

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

This revaluation project must be completed using a Computer Assisted Mass Appraisal system. The C.A.M.A system to be utilized for the revaluation will be Vision Appraisal software Version 6.5. The computer system and all data contained within this system will be the property of the Town of Berlin.

All work to be carried out in this project and all forms, materials, and supplies utilized in this project shall conform to and be executed in accordance with the requirements of the Secretary of the Office of Policy and Management and the *Connecticut General Statutes* pertaining hereto, and shall be subject to the direct supervision and approval of the ASSESSOR of the Town of Berlin, Connecticut.

The assessed value to be determined shall be seventy (70) percent of full fair market value as defined in Section 12-63 of the Connecticut General Statutes and shall be based on recognized methods of appraisal and conform to USPAP (Uniform Standards of Appraisal Practice), as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.

Town Data:

The Town of Berlin is contained within 27 square miles. The 2010 census indicated the town's population is 19,860. The last revaluation of the Town of Berlin was conducted for the October 1, 2012 Grand List. The assessor's maps are updated frequently and the Town of Berlin is currently using a GIS mapping program using ESRI software. The approximate composition of the property types in the Town of Berlin is delineated in the following table:

| | |
|---|-----------------|
| Residential (single family, condo, 2-4 units) | 7412 |
| Apartments (5units or more) | 6 |
| Commercial | 365 |
| Industrial | 178 |
| Vacant Land | 1637 |
| Public Utility | 20 |
| Use Assessment | 113 |
| Exempt | <u>145</u> |
| Total Parcel Count | 9353 |
| Total Real Estate Grand List 2015 (Gross) | \$1,973,626,053 |

4. Completion Date and Time Schedule

KEY RFP DATES

| | |
|----------------------------|-----------------------|
| RFP Advertised | May 12, 2016 |
| Questions Due from Vendors | May 20, 2016 |
| RFP Open Date | May 27, 2016 at 12 PM |
| Contract Execution Date | July 1, 2016 |

1. Awarding of Contract

The town will award the contract for the reappraisal and revaluation project no earlier than the 2nd week of June 2016 with work to commence after July 1, 2016. The TOWN reserves the right to reject any and all proposals as previously stated.

2. Changes and Subletting of Contract

a. Changes

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

b. Subletting

The CONTRACTOR shall not assign, transfer or sublet the contract or any interest or part therein without first receiving written approval from the TOWN and the bonding company. It should be mutually agreed and understood that said consent by the TOWN shall in no way release the CONTRACTOR from any responsibility or liability as covered in these specifications and contract.

3. Completion date and time schedule

The potential CONTRACTOR must submit a work plan that addresses the major tasks that must be performed for the successful completion of the revaluation program. This work plan must adhere to the deadlines that have been established in the following section. The CONTRACTOR must identify the starting dates of each task and the resources (man-hours) that will be allocated for each work activity. The ASSESSOR must agree upon the work plan time schedule.

The following phases of the revaluation must be completed by the dates indicated below.

- a. Complete preliminary residential land study by May 3, 2017. Values to be continually updated until October 1, 2017.
- b. Complete commercial land study, study of market rents, expenses and capitalization factors by July 12, 2017.
- c. Complete all preliminary building cost values by July 26, 2017.
- d. Complete preliminary building cost manual by September 6, 2017
- e. Complete the suggested values to the ASSESSOR by **October 11, 2017.**
- f. Submission of preliminary Performance Testing Standards no later than October 18, 2017.

g. ASSESSOR completes review and final adjustments made for real estate property no later than October 24, 2017.

h. Submission of final Performance Testing Standards no later than December 30, 2017.

4. Date and Time Schedule - Postponement of Contract

a. In the event that the State of Connecticut takes any action, the result of which is that the Town's duty to conduct a revaluation for the October 1, 2017 Grand List is suspended, postponed, waived or changed in any material respect, the Town may, at its option: i) cancel the revaluation and revoke, rescind or nullify the bid award; and any contract resulting there from; or ii) modify the bid award or contract arising there from on such terms and conditions as Contractor and the Town may mutually agree.

b. In the event that the ASSESSOR and the CONTRACTOR agree to earlier completion dates on any of the above items, appropriate adjustments to completion dates will be made to the remaining items.

5. Payment Schedule

Payments shall be made in the following manner that is proposed by the contractor that is mutually agreeable to the town but, no more frequently than monthly.

6. Responsibility of the Town

A. NATURE OF SERVICE

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

B. COOPERATION

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

C. ITEMS FURNISHED BY THE TOWN

The TOWN shall furnish the following to the CONTRACTOR:

1. Office Space

The TOWN will provide office space in Town Hall for the CONTRACTOR performing the revaluation if necessary.

2. ASSESSOR Maps

The TOWN will provide access to its maps electronically through either the internet or Virtual Private Network (VPN).

3. Zoning

The TOWN shall provide a current TOWN Planning & Zoning Regulation as well as Zoning Maps.

4. Property Transfers

The TOWN will maintain all transfers and property splits occurring after the initial creation of the revaluation database. The CONTRACTOR shall update the revaluation database as necessary.

5. Administrative File

At the commencement of the revaluation project, the TOWN will provide access to its database through VPN.

6. Existing Field Cards (NA)

The TOWN will allow the CONTRACTOR access to the existing field cards. The CONTRACTOR will be allowed to utilize the sketches, age built and other information contained on these records, at the discretion of the ASSESSOR. The CONTRACTOR will make all copies of field cards needed during the revaluation project.

7. Building Permits (NA)

The ASSESSOR will do all inspections and update all properties that have been issued any building permits.

CONTRACTOR will be given access to the CAMA system. The TOWN will provide a terminal connection in the office for the revaluation CONTRACTOR. This CAMA system will be linked to the Town's administrative file. All required property characteristic information to be entered into the CAMA system is the responsibility of the town.

8. Signing of communications

The TOWN shall sign, by the ASSESSOR or Assessor designee, communications to be mailed at the town's expense, for the purpose of contacting a property owner for inspection of their property.

10. Income and Expense Forms

The Assessor shall make available to the CONTRACTOR all copies of the Income and Expense information (Form M-58) received by the Town for the 2014, 2015, and 2016 fiscal years. All information filed and furnished with the M-58 forms shall not be public record and is not subject to the provisions of Section 1-200 (Freedom of Information) of the Connecticut General Statutes.

7. Valuation Approaches

All values used in the revaluation project must be developed in compliance with nationally recognized professional mass appraisal standards, including Standard 6 of the Uniform Standards of Professional Appraisal Practice (USPAP) as published by the Appraisal Standards Board. Any proposed modifications to the valuation schedules must be reviewed and analyzed with the ASSESSOR prior to generating the proposed values for field review.

A. MARKET APPROACH

The CONTRACTOR must describe in detail its particular methods for generating values with the market approach. Every parcel of real property should be valued by the market approach, with the exception of special use properties. The Comparative Sales Approach or a Statistical Modeling Approach is the two preferred techniques. If a statistical modeling approach is employed, the CONTRACTOR must specify

the techniques employed and the types of property that will be valued with these techniques. If the direct sales comparison method is employed, the CONTRACTOR in its proposal must describe all adjustment techniques.

1. Sales verification

The validity of all residential sales in the TOWN for the period of April 1, 2016 through October 1, 2017, shall be determined by the CONTRACTOR and the ASSESSOR. For vacant land, commercial/industrial, and special residential properties (i.e. waterfront) the CONTRACTOR and the ASSESSOR will validate sales for the period of October 1, 2015 through October 1, 2017.

The town will be verifying sales by mailing a sales questionnaire to the owners of the properties that have transferred in the above time frame. These forms will be made available to the contractor as they are returned on a monthly basis or a schedule that is mutually agreeable to the contractor and the assessor if a change is necessary

The town will complete an interior and exterior inspection and measurement check of all sale properties to determine the correctness of the current physical listing at the time of the sale. These validated sales will be the basis for the comparable sales approach for all classes of property.

Where comparable sales are not available from within the Town of Berlin, the CONTRACTOR should collect and verify sales information for income producing properties, vacant land and unique residential properties from comparable municipalities. This sales information will be used to support and defend the valuation of properties for which insufficient sales information within the Town of Berlin exists.

a. Inspection

The town will be conducting all physical inspections. The contractor may inspect any property with prior notice given to the Assessor.

B. COST APPROACH AND ANALYSIS

The CONTRACTOR shall derive a value for real property by estimating the current cost to replace or reproduce the existing structure, deducting for all accrued depreciation in the property, and adding the estimated land value. The CONTRACTOR shall develop cost schedules based on current costs of labor and materials prevailing in the TOWN during the year immediately preceding October 1, 2017 valuation date. Documentation supporting the determination of the cost schedule to be utilized in the revaluation must be submitted and approved by the ASSESSOR.

The CONTRACTOR must market calibrate for the TOWN the replacement cost approach employed for the appropriate classes of property. All forms of depreciation (physical, functional, and economic) must be analyzed for the types of properties located in the TOWN. Physical depreciation must be determined by estimating the effective age of each property. Any additional adjustments for functional or economic obsolescence must then be made.

In calibrating accrued depreciation to local market conditions, and in estimating accrued depreciation, a report of the sales used in this determination, and the adjustments that were derived must be submitted to the ASSESSOR for approval.

The CONTRACTOR shall develop and separately explain each depreciation amount listed on the property record card. Land values shall be added to the depreciated improvement values. The value determined as the depreciated replacement cost of each property shall be compared with the values determined by the income or sales comparison approaches to assist in the determination of obsolescence for property types and locations.

Depreciation schedules or methods to be used in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial, farm and special use buildings, and must be approved by the ASSESSOR. Cost schedules must be supported by a recognized valuation publication company such as Marshall & Swift, Means, etc.

C. INCOME APPROACH

The CONTRACTOR shall determine a value for income-producing property by converting anticipated income into a property value. The CONTRACTOR shall either capitalize a single year's income expectancies at a market-derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of investment, or discount the annual cash flows for the holding period and the reversion at a specified yield rate.

Typical income and expense ratios shall be developed by the CONTRACTOR by property type and shall be approved by the ASSESSOR. Residential multi-family properties containing up to 6 units shall be valued using the gross rent multiplier (GRM) in accordance with §12-63b. The CONTRACTOR may utilize information contained in the income and expense statements obtained by the Assessor's Office to assist in their analysis.

D. LAND VALUATION

The land values will be derived from market sales occurring over at least the 2-year period prior to October 1, 2013, land residual analysis, and/or the extraction method. The land values will be set by the CONTRACTOR and approved by the ASSESSOR. In the event any disagreement between the ASSESSOR and the CONTRACTOR, the ASSESSOR shall have the final decision confirming all land values and methods. **When applicable, both the full value and the P.A. 490 value shall be calculated by the CONTRACTOR.**

A complete land appraisal schedule must be developed for application to all types of land. Market derived adjustments must be developed for all factors influencing land value including size, location (including proximity to water), zoning and the presence of wetland conditions, topography, soil conditions, utilities, utility easements and power lines, non-conforming uses, vacancy, form of ownership, and zoning variances. Inspectors must visually inspect both improved and unimproved parcels to determine the affect of these conditions will have on the overall value of each parcel. Determination of these factors must be recorded in the inspector's notes at the time of inspection.

For areas where there are insufficient land sales, land value must be extracted from the sale price of improved properties, by deducting the depreciated cost of the improvement from the total sale price.

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

market for the appraised land. Waterfront properties especially, must then be adjusted for depth, quality of water frontage and location. Basis for waterfront quality should be determined by analyzing view, beach, accessibility and docking amenities.

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

The CONTRACTOR shall prepare a written report summarizing its findings with respect to the values of the various categories of land, together with supporting statistical documentation in the form of comparable sales within an acceptable time period. Where comparable sales are not available from within the Town, the CONTRACTOR shall use comparable sales from surrounding municipalities with the approval of the ASSESSOR.

E. NEIGHBORHOOD DELINEATION

After considering the environmental, economic, social characteristics of the Town, the CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate “neighborhood” units within the Town. These neighborhoods will be determined by analysis of the market factors needed to select comparable sales for the sales approach to value. The CONTRACTOR may utilize existing neighborhood maps to assist in this process. Each neighborhood unit will, in the CONTRACTOR’S opinion, exhibit homogeneous characteristics.

Boundaries such as highways, natural, economic conditions, census tracts, and zoning etc. shall be considered. Each neighborhood unit will be assigned a separate identification code, which will be used for valuation. Each neighborhood code will be recorded and maintained on all property record cards and the computer database.

F. VALUATION OF REAL ESTATE

The CONTRACTOR will calculate a value estimate for each parcel that will be comprised of land, building, outbuildings, and total value. The final value shall reflect 70% of fair market value as of October 1, 2017. The CONTRACTOR shall compute to the nearest 100 dollars (\$100.00) the value of all properties identified above.

G. COMMERCIAL/INDUSTRIAL PROPERTIES

The market approach is the preferred valuation methodology for parcels in the residential category. The CAMA system as installed for the Town will contain proven techniques for developing market based estimates of value.

The CAMA System will present a summary of the cost approach for a subject and not less than 3 and up to 5 comparable sales, showing the basic inventory information for each. The comparable sales in the same market environment will not be merely similar properties, but will be the three to five most comparable sales in the entire sales file. This determination will be made by calculating a weighted measure of comparability based on the relative importance of each characteristic (location, size, age, style, grade, & conditions, etc.). The sales, which most closely resemble the subject, will then be selected as comparable.

Each individual selling price will then be adjusted to reflect differences in sales dates and physical characteristics to arrive at an adjusted selling price for each subject property.

The review appraiser can then choose this final market value estimate, the cost approach value or arrive at a separate value estimate based on the information available.

H. COMMERCIAL/INDUSTRIAL PROPERTIES

All commercial, industrial, public utility and special purpose buildings shall have an interior and exterior inspection, classified, priced and reviewed as set forth in these specifications, the dimensions of all buildings shall also include the height, which shall be recorded on the property field card.

Income and expense data gathered by the TOWN shall be utilized and verified by the CONTRACTOR for income producing and where appropriate, owner-occupied properties. The CONTRACTOR, subject to the approval of the Assessor, will handle the analysis of this data. Any income and expense data, including OPM form number M-58 with accompanying summary reports and rent schedules shall become property of the TOWN.

All information filed and furnished with the M-58 report shall not be a public record and is not subject to the provisions of Section 1-200 et seq. (Freedom of Information) of the Connecticut General Statutes. The CONTRACTOR will be responsible for any data entry of income and expense data. From these returns and other data sources, such as field investigations and interviews, the CONTRACTOR will establish market or economic rent and expenses for income producing properties.

The CONTRACTOR shall also develop capitalization rates reflective of the Berlin market environment by investigating sales and income data. Rates shall be established for the various classes of property and checked with bankers, investors and appraisers to ensure their accuracy. When the rates and methods have been checked by the ASSESSOR, the CONTRACTOR shall perform the income approach using both actual and economic income and expenses.

The CAMA System will give the appraiser the ability to model the market place by physical characteristics, construction type, and actual use for income producing properties and apply the results of the models to individual commercial or industrial properties. The models are used to assign appropriate market rent and expense information that is keyed to the location of the property, the effective age of the improvement, and the allocation of building space for potential or actual use.

The review appraiser will be provided with a single review document which provides information regarding the physical characteristics of the property, the indicated cost approach value, and one or more approaches to value that have already been adjusted to reflect the location, age and condition of the subject property.

Each parcel will be valued by the CONTRACTOR's Senior Commercial Appraiser or appraiser with an MAI designation. The CONTRACTOR's Senior Commercial Appraiser or MAI designated appraiser and the ASSESSOR will conduct final valuation review. CONTRACTOR will provide upon submission of bid, a detailed plan on the Senior Commercial Appraiser or MAI involvement in the valuation of commercial properties.

I. FIELD REVIEW

Quality study/Pre-Review: Field Review will be done by Assessor and his staff. If needed will request Experienced CONTRACTOR staff will perform a full pre-review of data that has been collected by data collectors. During this step, adjustments to grade, depreciation and functional and/or economic adjustment factors may be made to better reflect market trends within the TOWN. Observed depreciation shall include physical depreciation, functional and economic obsolescence. Final depreciation will reflect the interior and exterior condition on all types of properties.

J. VALUATION REVIEW

The Assessor and staff will field review all parcels during after value generation. The CONTRACTOR is responsible for modifying all Cama Land and Building, Out Building , Extra features ,Depreciation Tables to Reflect Fair Market Value approved by the Assessor. The application of the valuation methodology employed has resulted in the uniform and consistent valuation of comparable properties. The CONTRACTOR shall be required to submit final values by October 6, 2017 to the ASSESSOR. The CONTRACTOR will record on the CAMA data file the source of the final appraisal value (cost, market, income, appraiser override, etc.).

Individuals conducting any field review on a as needed bases must have valuation expertise, field review experience and knowledge of the valuation techniques employed in the TOWN as well as complete familiarity with the revaluation project. During review, if any valuation changes are made due to data error, the CONTRACTOR must correct the data on the property file. The TOWN shall be contacted by the CONTRACTOR and be reviewed by no more than two individuals.

The CONTRACTOR shall provide the ASSESSOR with written procedures for the conduct of valuation field review at least ten (10) days prior to the scheduled date for the commencement of the valuation field review.

K. ASSESSMENT NOTICES

At the close of the revaluation, a notice shall be sent, the contractor will provide to the Assessor an electronic file, in an appropriate format as determined by the Assessor, which provides the information statutorily required for such notice.

L. REVALUATION HEARINGS

The Contractor will be responsible for all revaluation hearings. Will provide a minimal of 1 Month of hearings.

M. BOARD OF ASSESSMENT APPEALS

The assessor's office will be responsible for all Board of Assessment Appeals hearings.

N. INFORMATION

The CONTRACTOR shall give to the ASSESSOR any and all information, including but not limited to, pricing schedules, hearing information, etc., pertaining to the revaluation work for a period of two (2) years after completion of the duties of the Board of Assessment Appeals on the October 1, 2013 Grand List, without further cost to the TOWN.

O. TRANSMITTAL OF RECORDS TO THE ASSESSOR

The ASSESSOR shall be allowed access to review all appraisals prior to and after completion. All appraisals of buildings, either completed or under construction and all completed and corrected records shall be turned over to the ASSESSOR by December 30, 2017 as specified in the schedule and agreed upon by the ASSESSOR. All documentation employed in conjunction with this program, including software programs, shall become the property of the ASSESSOR. The final inspection and review shall take into consideration any known or apparent changes in the individual property since it was first inspected in order that the final appraisal of property shall be made as of October 1, 2017. This information and/or appraisal or record shall not be made public until after the informal hearings, except to the extent that public access may be compulsory under the provisions of applicable law.

P. CERTIFICATION

It is understood and agreed that the Revaluation of properties covered by this contract shall exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statutes sec. 12-62I-1 to 12-62I-7), shall be acceptable to the ASSESSOR and shall conform to the procedures and technical requirements of the ASSESSOR. At least weekly, the CONTRACTOR shall meet bi-weekly with the ASSESSOR to discuss the progress and various other details of the project. The ASSESSOR must certify that the values resulting from this project represent 70% of the fair market value pursuant to Section 12-63 of the Connecticut General Statutes.

8. Proposal Format and Contents

To assist vendors in successfully responding to the Request for Proposal, we have developed a proposal outline and several documents that must be completed and submitted with the proposal. Please format your responses as outlined below:

1. A letter of transmittal, including a Corporate Resolution, signed by the individual authorized to negotiate for and contractually bind the CONTRACTOR stating that the offer is effective for at least ninety (90) days from the deadline for the submission of proposal. Also include the name and telephone number of person(s) to be contacted for further information and clarification.
2. Copy of the firm's Financial Statement for the last two (2) fiscal years. The TOWN reserves the right to request additional financial information relative to the CONTRACTOR'S financial stability.
3. One page summary of the CONTRACTOR'S advantages and strengths.
4. Copy of the firm's current Connecticut Revaluation Certification.
5. Indication of years the firm has been engaged as a company, corporation, partnership, or individual specializing in municipal revaluation services.
6. A list of the Connecticut municipalities for which the CONTRACTOR has completed revaluation programs.
7. Listing of all municipal revaluations completed during the past five (5) years, including client contact, telephone number, size of municipality, scope of services rendered and date completed.
8. A listing of all revaluations, now underway or under contract, telephone number, size of municipality, scope of services to be rendered, and date completed or to be completed.
9. Written assurances that the revaluation will meet the ASSESSOR'S Certification Requirements.

10. Listing of personnel to be assigned to the Rocky Hill revaluation project, including years of experience in current positions and other revaluation or appraisal positions, municipalities served, and their roles in those revaluations. Identify other projects each individual is currently assigned to and their anticipated completion date of that assignment. Resumes of personnel assigned shall also be included.
11. Create a work-plan that addresses the key tasks and respective completion dates outlined in this RFP. The work-plan should include each task, completion date and person responsible for completing the identified tasks.
12. Description of the methodologies used for assessing values for residential, commercial, industrial, condominium and vacant land parcels.
13. Description of sales analyses performed to verify accuracy of valuations.
14. Description of verification process for sales used in the sales analysis.

A. PROPOSAL EVALUATION CRITERIA

The criteria upon which proposals will be evaluated include, but not limited to, the following:

Directness of response to the specifications.

Experience and qualifications of the staff to be assigned to this particular project. It is preferable that an MAI designated appraiser be responsible for the valuation of all commercial properties.

Cost of the project will be considered, but will not be the sole basis for evaluation. CONTRACTORS must demonstrate that they are qualified and responsible as well.

Project timetable.

Range and completeness of the public information program.

The amount and method of calculating the liquidated damages for which the Town may become liable upon the cancellation, revocation, rescission or nullification of my bid or award contract.

TOWN OF BERLIN

AFFIRMATIVE ACTION STATEMENT
CERTIFICATION OF VENDOR
October 1 2017 Revaluation #2016-40

Concerning Equal Employment Opportunities and/or
Affirmative Action Policy

The Vendor certifies that it:

- 1) Is in compliance with the equal opportunity clause as set forth in the Connecticut Sate Law.
- 2) Does not maintain segregated facilities.
- 3) Has filed required employer's information reports.
- 4) Lists job openings with State Employment Services.
- 5) It is in compliance with the American with Disabilities Act.

Check Appropriate One:

Yes/Vendor certifies to having an Affirmative Action Program.

Not applicable/Vendor employs 10 or less people.

Vendor-Company Name

Date

Name & Title (Printed)

Signature

TOWN OF BERLIN

NON-COLLUSIVE STATEMENT
October 1 2017 Revaluation #2016-40

Proposal for: **October 1 2017 Revaluation**

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

- a. The Proposal has been arrived at by the Vendor 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 for bid designed to limit independent competition, and;
- b. The Vendor has not communicated the contents of the Proposal to its employees or agents to any person not an employee or agent of the Vendor or its surety on any bond furnished with the Proposal, and will not be communicated to any such person prior to the official opening of the Proposal.

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

Please complete & sign

| | |
|---------------------------------|--|
| Legal Name of Vendor | |
| Business Address | |
| Name & Title of Authorize agent | |
| Signature | |
| Date | |
| Phone # & Fax # | |

TOWN OF BERLIN

PROPOSAL FORM

October 1 2017 Revaluation #2016-40

RFP NUMBER: 2016-40

ISSUED: May 12, 2016

RFP OPENING DATE: May 27, 2016

RFP OPENING TIME: 12:00 PM

RFP OPENING PLACE: Berlin Town Hall, Town Manager's Office, 240 Kensington Rd Berlin, CT 06037

SUMMARY DESCRIPTION OF PROPOSAL: October 1 2017 Revaluation

The undersigned submits the following Proposal in accordance with and in conformity with the enclosed Proposal documents as attached herewith.

| | Town of Berlin | |
|--|----------------|--|
| Revaluation per Specifications | | |
| Residential Valuation Schedules | | |
| Commercial Valuation Schedules | | |
| Exempt Valuation Schedules | | |
| Vision 6.5 | | |

The above schedule is required to be filled out completely. Bidders may submit a modified version of this schedule as an attachment in the Proposal Evaluation Criteria Section. Modifications of the above schedule should reflect potential cost savings to the town(s) and/or an overall better quality project. All bidders will be evaluated based on their proposal inclusive and not solely on the bid amount.

Please complete & sign

| | |
|---------------------------------|--|
| Legal Name of Vendor | |
| Business Address | |
| Name & Title of Authorize agent | |
| Signature | |
| Date | |
| Phone # & Fax # | |

TOWN OF BERLIN

PROPOSER'S STATEMENT OF REFERENCES

October 1 2017 Revaluation #2016-40

Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION
