

TOWN OF CHESHIRE, CONNECTICUT

**REQUEST FOR PROPOSALS FOR
REAPPRAISAL AND REVALUATION OF REAL PROPERTY**

Proposal Number: 2122-12
Proposal Opening Date: May 2, 2022
Proposal Opening Time: 10:00 AM
Proposal Opening Place: Cheshire Town Hall, Room 115

The Town of Cheshire (the Town) seeks written, sealed proposals for the reappraisal and revaluation of all taxable and exempt real property located in the Town as of the October 1, 2023 Grand List, using Computer Assisted Mass Appraisal (“CAMA”) technology. The Town of Cheshire would like to use Eagleview for images and sketch check. The required services are more specifically described in the Specifications that are a part of this Request for Proposals.

One (1) original and three (3) copies of sealed proposals must be received in the Cheshire Town Hall, Assessor’s Office, Room 111, 84 South Main Street, Cheshire, CT 06410 by the date and time noted above. The Town of Cheshire (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 this Request for Proposals may be obtained on the Town’s website, www.cheshirect.org, under “Bids and Requests for Proposals.” **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.**

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights 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.

This Request for Proposals (“RFP”) includes:

- Standard Instructions to Proposers
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer’s Legal Status Disclosure
- Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy

- Proposer's Non-Collusion Affidavit
- Proposer's Statement of References
- Addenda, if any
- The Contract in the form attached

TOWN OF CHESHIRE, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Cheshire (the "Town") is soliciting written, sealed proposals for the reappraisal and revaluation of all taxable and exempt real property located in the Town, as of the October 1, 2023 Grand List, using Computer Assisted Mass Appraisal ("CAMA") technology. The revaluation will be performed on the Town's current eQuality Valuation Software. The Town would like to use Eagleview for images and sketch check. The required services are more specifically described in the Specifications that are a part of this RFP. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. **Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer's failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in its best interest. Any such action shall be affected by a posting on the Town's website, www.cheshirect.org, under "Bids and Requests for Proposals". **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.**

If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful proposer for any unfunded year or years.

3. KEY DATES

Proposal Opening:	May 2, 2022
Written Question Due:	No later than April 18, 2022
Addenda Issued:	No later than April 25, 2022
Preliminary Notice of Award:	June 8, 2022
Contract Execution:	June 22, 2022

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain.

4. OBTAINING THE RFP

All documents that are a part of this RFP may be obtained on the Town's website, www.cheshirect.org, under "Bids and Requests for Proposals".

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Cheshire Town Hall, Assessor's Office, Room 111, 84 South Main Street, Cheshire, CT 06410 prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and three (3) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS,**" and the **Proposal Title, Proposal Number and Proposal Opening Date**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

6. QUESTIONS AND AMENDMENTS

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: Town Manager
Department: Town Manager's Office
E-mail: townmanager@cheshirect.org

Questions concerning this RFP's Specifications are to be submitted **in writing** (including by e-mail) and directed **only to:**

Name: Chris McCardle
Department: Assessor
E-mail: cmccardle@cheshirect.org

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 April 18, 2022. 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.cheshirect.org, under "Bids and Requests for Proposals." **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.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town, in its sole discretion, deems desirable.

8. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing the proposal are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

10. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and

judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure; or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not limited to appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

In its Proposal Form each proposer must disclose, if applicable:

Its inability or unwillingness to meet any requirement of this RFP, including but not only any of the Contract Terms;

If it is listed on the State of Connecticut's Debarment List;

If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;

All resolved and pending arbitrations and litigation matters in which the proposer or any of its principals (regardless of place of employment) have been involved within the last ten (10) years;

All criminal proceedings in which the proposer or any of its principals (regardless of place of employment) has ever been the subject; and

Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts.

A proposer's acceptability based on these disclosures lies solely in the Town's discretion.

12. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References form included in this RFP.

13. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status.

14. PROPOSAL (BID) SECURITY

Each proposal must be accompanied by a certified check of the proposer or a proposal (bid) bond with a surety acceptable to the Town in an amount equal to at least **TEN PERCENT (10%)** of the proposal amount. The proposal (bid) bond shall be written by a company or companies licensed to issue bonds in the State of Connecticut, which company or companies shall have at least an "A-/VIII" policyholders rating as reported in the latest edition of Best Publication's Key Rating Guide. The successful proposer, upon its refusal or failure to execute and deliver the Contract, certificate(s) of insurance, W-9 form, performance security or other documents required by this RFP within **ten (10) business days** of written notification of preliminary award, unless the Town otherwise agrees in writing, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security submitted with its proposal.

Upon the successful proposer's execution of the Contract in the form enclosed with this RFP, the Town shall return the proposal security to the successful proposer and to all other proposers.

15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it can provide the work and/or services to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

16. SUBSTITUTION FOR NAME BRANDS

This item is not applicable to the RFP.

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #06-6001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

18. INSURANCE

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

19. PERFORMANCE SECURITY

The successful proposer shall furnish a performance bond, covering the faithful performance of the Contract (the "Performance Security"). The Performance Security shall be in the amount of the full contract price and in a form reasonably acceptable to the Town. If the Performance Security is a performance bond, it shall be issued by a company licensed by the State of Connecticut that has at least an "A-/VIII" policyholders rating according to Best Publication's latest edition Key Rating Guide." The cost of the Performance Security shall be included in the proposal price.

Upon the Assessor's written approval of the completed revaluation, the performance security shall be reduced to ten percent (10%) of the Contract price for a period of one (1) year after the Board of Assessment Appeals completes its duties for the October 1, 2023 Grand List.

20. DELIVERY ARRANGEMENTS

This item is not applicable to this RFP.

21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor in most RFPs, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town, regarding any tax, debt, contract, security or any other obligation.

If the lowest proposer meets all specifications, is responsive, and, if applicable, qualified, but the proposal is not acceptable to the Town Manager or, if applicable, the Public Building Commission or the Board of Education, the matter must be referred to the Town Council for its decision on whether to reject all proposals, to accept a higher proposal, or to take such other action as may be in the Town's best interests.

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if a Contract is executed by the Town and the proposer.**

If the proposer does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain.

22. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

23. NONRESIDENT REAL PROPERTY CONTRACTORS

This item is not applicable to this RFP.

24. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment

Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

25. NONCOLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer's NonCollusion Affidavit that is part of this RFP.

26. CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be

liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

ADVERTISING

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

W-9 FORM

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

PAYMENTS

See specifications

TOWN INSPECTION OF WORK

The Town may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

REJECTED WORK OR MATERIALS

The successful proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, State and Federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, State and Federal representatives during that time.

SUBCONTRACTING

The successful proposer shall not subcontract, transfer or assign all or any portion of its obligations under the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

PREVAILING WAGES

This item is not applicable to this RFP.

PREFERENCES

This item is not applicable to this RFP.

WORKERS COMPENSATION

This item it not applicable to this RFP.

SAFETY

This item is not applicable to this RFP.

COMPLIANCE WITH LAWS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any State or Federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS TO PROPOSAL

TOWN OF CHESHIRE, CONNECTICUT

**SPECIFICATIONS FOR
REAPPRAISAL AND REVALUATION OF REAL PROPERTY**

PROPOSAL #2122-12

APPENDIX A

CONTRACT SPECIFICATIONS

DEFINITIONS

ASSESSOR - The word "**ASSESSOR**" shall mean the duly appointed **ASSESSOR** of the Town of Cheshire, Connecticut.

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

EAGLEVIEW- The word "**EAGLEVIEW**" stands for the firm of Eagleview, which provides the CAMA software and reports to be used to perform the revaluation.

CONTRACTOR – The word "**CONTRACTOR**" shall mean any person, firm, corporation, association, or other entity proposing to perform or, after awarding of the **PROJECT**, being awarded the job to perform the **PROJECT**.

CONTRACT SPECIFICATIONS - The terms "**CONTRACT SPECIFICATIONS**" or "**SPECIFICATIONS**" shall mean this **EXHIBIT A** which has been attached to, and made part of, a certain **CONTRACT** between the **TOWN AND CONTRACTOR** and any addenda thereto.

PROJECT – The word "**PROJECT**" shall mean the revaluation and reappraisal of all taxable and exempt real property within the corporate limits of the Town of Cheshire, Connecticut.

QDS – The abbreviation "**QDS**" stands for the firm of Quality Data Service Inc., which provides the current grand list administrative software to the **TOWN**. The contact is:

Quality Data Service, Inc.
121 Mattatuck Heights Road
Waterbury, Connecticut 06705
Phone (203) 755-9031
Fax (203) 574-4360

TOWN – The word "**TOWN**" shall mean the Town of Cheshire, Connecticut

I. SCOPE OF REAPPRAISAL AND REVALUATION

This **PROJECT** includes the complete reappraisal and revaluation of all real property within the corporate limits of the Town of Cheshire, Connecticut.

The successful **CONTRACTOR** shall furnish the database, labor, materials, supplies and equipment to 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 on 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** of the **TOWN**.

The values to be determined shall be the full fair market values as defined in Section 12-63 of the Connecticut General Statutes and shall be based upon recognized methods of appraisal (except for land classified as farm, forest, and open space land that shall be valued according to the values recommended by the State of Connecticut Department of Agriculture or the Office of Policy and Management) and conform to Uniform Standards of Professional Appraisal Practices, as required by Connecticut General Statutes, for the licensing and certification of all individuals involved with the appraisal of real estate.

This revaluation project shall utilize Computer Assisted Mass Appraisal (“CAMA”) technology. The Town currently uses: CAMA software licensed from eQuality Valuation Services, LLC of Waterbury, Connecticut (eQuality); and administrative and tax collection software licensed from Quality Data Services, Inc. of Waterbury, Connecticut (“QDS”). The Town of Cheshire would like to use **EAGLEVIEW** for images and sketch check. Please include an estimate for these services, including 2 (two) years of licensing with the proposal as a separate line item on the payment schedule.

EFFECTIVE DATE

The effective date of this revaluation **PROJECT** shall be for the October 1, 2023 Grand List and the pricing valuation by the **CONTRACTOR** of all land, buildings, and property under this **CONTRACT** shall reflect the fair market values as of October 1, 2023.

TOWN DATA

Date of Last Revaluation-----	October 1, 2018
Estimated Population-----	29,300
Area of the Town-----	33.4 square miles
Forms of Government-----	Town Manager
Total Parcels to base the proposal on -----	10,778*

***The Town will not allow additional charges for differences in parcel counts; each proposer is solely responsible for estimating adjustments in parcel counts from the estimated parcel counts stated for October 1, 2021 to the actual parcel counts for October 1, 2023. Be conscious of significant development within the Town; in particular, the Stone Bridge Crossing subdivision.**

II. REVALUATION INSPECTION REQUIREMENTS

Hybrid Revaluation

Residential and Condominiums	Select
Introduction Letter	X
Photo of each building with Living Area	
Using technology	X
In Person	
Exterior	
Full Exterior only measure as needed	
Exterior Flyover outliers only	X
Interior	
Data Mailer only	X
Return Postage Paid Envelope	X
Second Mailing for No Responses	
Other Technology	
Utilize Online Data Mailer	X
Utilize Virtual Inspections	X

Commercial	Select
Introduction Letter	
Exterior	
Full Exterior only measure as needed	
Exterior Flyover outliers only	X
Interior	
Full Interior (not valid during COVID)	As Needed
At door (during COVID)	
Commercial Uses Verified/Updated	
In Person	
Using I&E	X
Other Technology	
Utilize Virtual Inspections	X

Sales and Permits

	Select
Permits	
Number of years	2
Exterior Measure	X
Interior (not valid during COVID-19)	
Sales	
Number of years	2
Exterior Condition/Class	X
Interior (not valid during COVID-19)	
Using online Listings Only	X
Sales Verification Letter	X
Return Postage Paid Envelope	X

Field Review

Field Review	Estimated Driving Days	Assessor in Car?
Drive by every parcel		
Use Technology & Drive by Pockets		
Eagleview X		
Desk Review & Drive by Pockets X		

III. GENERAL CONDITIONS

A. CONTRACTOR

Each company, corporation, partnership, or individual hereinafter termed **CONTRACTOR** must hold from the time of submission of the proposal through the completion of all work hereinafter required, a valid Connecticut Revaluation Company Certification pursuant to Section 12-1c of the Connecticut General Statutes.

B. PERSONNEL

The **CONTRACTOR** shall provide experienced and qualified personnel in compliance with the requirements of the Equal Employment Opportunity provision of Federal and State governments. The **CONTRACTOR** shall submit to the **TOWN** written qualifications of all personnel assigned to this **PROJECT**. All personnel assigned to this **PROJECT** shall be subject to the approval of the **ASSESSOR** prior to the commencement of the individual's duties with the **TOWN** and may be removed for cause from this **PROJECT** by the **CONTRACTOR** upon written notification from the **ASSESSOR**.

IV. MINIMAL QUALIFICATIONS

A. PROJECT MANAGER OR SUPERVISOR

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

B. REVIEWERS AND APPRAISERS

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2c of the Connecticut General Statutes and such other statutes and regulations that the State of Connecticut may promulgate from time to time and shall not

have not less than five (5) 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 eight (8) years. All reviewers and appraisers shall be subject to the approval of the **ASSESSOR** prior to the commencement of their duties on this project.

C. IDENTIFICATION

For the purposes of reviewing properties for market analysis or photographic images, all field personnel shall have visible clip-on identification cards which shall include an up-to-date photograph supplied by the **CONTRACTOR** and signed by the **ASSESSOR** of the **TOWN**. In addition, all field personnel shall carry a "letter of introduction" signed by the **ASSESSOR**. All automobiles used by field personnel shall be registered with the Police Department giving license number, year, make, model, and color of all vehicles used on this **PROJECT**.

D. CONFLICT OF INTEREST

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

V. PROTECTION OF THE TOWN

A. BONDING

To secure faithful performance by of the terms of this agreement, 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 at least "A-/VIII". Said bond shall be delivered to the **TOWN** prior to the commencement of the actual work and shall be in a form satisfactory to the **TOWN** Attorney. This bond shall include the appeal requirements of these **SPECIFICATIONS**. It is understood and agreed that upon completion and delivery of the revaluation to the **TOWN**, the performance bond shall be reduced to ten (10%) of the value of the contract to cover the defense of all appeals. This reduced bond amount shall become effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the October 1, 2023 Grand List. The **TOWN** reserves the right to waive any insurance requirement if it is in the best interest of the **TOWN**.

B. INSURANCE

The **CONTRACTOR** shall, at its own expense, provide and keep in force:

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

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

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

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

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

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

The **TOWN** must be named as an Additional Insured on the policy.

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

The **TOWN** must be named as an Additional Insured on the policy.

C. LIQUIDATED DAMAGES

Liquidated damages shall be deducted from the **CONTRACT** price and will represent a fair and equitable estimate of damages the **TOWN** will suffer if the **CONTRACTOR'S** work is not completed by January 4, 2024. The **TOWN** shall have the right to use the funds withheld from each periodic payment to the **CONTRACTOR**, to satisfy in whole or in part, this liquidated damages clause. Delays occasioned by war, strike, explosion, acts of God or an order of court or other public authority are accepted.

Failure by the **CONTRACTOR** to complete all work prior to the date specified herein, January 4, 2024, shall be cause for a penalty payment by the **CONTRACTOR** upon request of the **ASSESSOR** in the amount of **TWO HUNDRED FIFTY DOLLARS (\$250.00)** per day beyond the specified date of completion. The **CONTRACTOR** agrees that this is fair value and that it reasonably approximates the cost to the Town for any delays beyond the mandatory completion date of January 4, 2024. For the purpose of this penalty only, completion of all work not later than January 4, 2024 is defined as follows:

1. Completed **CAMA** database, integration of **CAMA** software with administrative software, property record cards with all measurements, listing, sketches, photographic images, pricing, review and final valuation.
2. Assessment change/data mailer notices mailed to comply with requirements of Connecticut State Statutes.

VI. CHANGES TO THE CONTRACT

A. CHANGES

Changes in these specifications to the **CONTRACT** will be permitted only upon written mutual agreement of the **CONTRACTOR** and the **TOWN** or the **ASSESSOR**.

B. COMPLETION DATE AND TIME SCHEDULE

The revaluation work may be started at the convenience of the **CONTRACTOR**, but not later than 7 days after contract signing and must continue in a diligent manner so as to ensure completion within schedule of completion dates as set forth below: The following phases of revaluation must be completed in accordance with the following schedule:

DATE	TASK/DELIVERABLE
Within one week of Assessor's written notice to commence	Commencement of project
March 2022	Assessor requests Income and Expense from Industrial/Commercial Taxpayers
June 1, 2022	Deadline for Assessor to receive Income & Expense statements
July 5, 2022	Data collection to start no later than
March/April 2023	Assessor requests Income and Expense from Industrial/Commercial Taxpayers
March 9, 2023	Data Mailer sent to property owners
March 20, 2023	Property Record Card Developed
May 4, 2023	All properties measured and listed (except open building permits, which should be done as of 10/1/23)
May 11, 2023	Complete land study and values
May 11, 2023	Complete building cost manual
May 11, 2023	Complete market data study
June 1, 2023	Deadline for Assessor to receive Income & Expense statements
July 10, 2023	Deliver draft property record cards with completed appraisals for tax exempt property
July 18, 2023	Initial Appraisal Quality Check supplied to Assessor (Weekly thereafter until November 8, 2023)
August 3, 2023	Complete study of market rents, expenses, and capitalization factors
November 3, 2023	Assessor review completed. All final adjustments made
November 10, 2023	Final property records cards printed and arranged in street order
November 16, 2023	Assessment notices mailed
December 4, 2023	Informal Hearing begin no later than
December 22, 2023	All informal hearings to be completed no later than
January 4, 2024	Informal Hearing determination notices mailed Computer file updated for all final appraisals All property record cards corrected, finalized, and delivered to Assessor in street order, All revaluation records, items, and systems are delivered to Assessor in accordance with Contract and Specifications

Completed appraisals on draft property record cards (field cards) with all measurements, sketches, listings, pricing, review, and final values including assessment computation shall be delivered to the Assessor according to the following schedule:

DATE	TASK/DELIVERABLE
August 7, 2023	25% of commercial and industrial
August 14, 2023	25% of residential
August 24, 2023	50% of commercial and industrial
August 24, 2023	50% of residential
September 18, 2023	75% of commercial and industrial
September 18, 2023	75% of residential
October 9, 2023	100% of residential
October 16, 2023	100% of commercial and industrial

C. PAYMENT SCHEDULE

1. 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, the **CONTRACTOR** will certify in writing to the **ASSESSOR** the percentage of the total work completed under the **CONTRACT** which the **CONTRACTOR** has performed during the said thirty (30) day period. Such notification will itemize and accurately indicate the extent and nature of the work performed by volume, street 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 schedule in Section D-2 below.

The **TOWN** upon determination by the **ASSESSOR** will pay the **CONTRACTOR** the percentage of the total compensation under the contract equal to the percentage of the work certified as having been completed during said period as outlined in the "Stages of Completion". The **TOWN** will retain ten percent (10%) from the **CONTRACTOR** for payment until such time that he or she has fully and satisfactorily performed **ALL** its obligations, requirements and litigations under the **CONTRACT**.

2. STAGES OF COMPLETION

Chart to be Included by **CONTRACTOR**

This **CONTRACT** makes provisions for a reduction of the performance bond to ten percent (10%) of contract price to ensure the defense of any appeals resulting from revaluation work.

VII. CAMA REQUIREMENTS

A. ASSESSMENT ADMINISTRATION MODULE

The CAMA System shall have the ability to interface with the assessment administration and tax collection modules. The CONTRACTOR is responsible for matching all parcels and accounts in the appraisal file with the administrative file. The CONTRACTOR shall be responsible for entering an account number or other acceptable means of parcel identification on the CAMA System from which the ability to transfer values from one system to other arises. A list of all discrepancies between the appraisal and administrative system shall be submitted to the ASSESSOR with recommendations for correcting such discrepancies. The CONTRACTOR shall be responsible for all costs of bridging the CAMA System to the Administrative/tax billing system.

B. CAMA SYSTEM

The valuation module shall provide for the determination of the value of all real property based on accepted appraisal methodology, using a table- or formula –driven system. At a minimum, the valuation module shall have the ability to perform the tasks described below and conform to all requirements and recommendations of the Office of Policy & Management. The CAMA System must meet the requirements as provided for in Section 12-62f-1 to 12-62f-6 of the Regulations of Connecticut State Agencies. The revaluation will be performed on the Town's current eQuality Valuation Software.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. GOOD FAITH

The CONTRACTOR shall in good faith use its best efforts to assist the ASSESSOR in determining accurate and proper fair market valuations and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities under Section V. (H)

B. PUBLIC RELATIONS

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

The CONTRACTOR shall provide reasonable assistance to the ASSESSOR in conducting a program of public information through the press and other media. This will include but not be limited to meetings with citizens, clubs, associations and property groups as a means of establishing understanding and support for the revaluation. The CONTRACTOR shall have visual aids and other media at its disposal to this end. The ASSESSOR shall approve all public media information prior to its release. The CONTRACTOR will send, via first class mail, a change of assessment

notice/data mailer for the intent of discovering corrections which could be addressed during the informal hearing process.

C. CONDUCT OF COMPANY EMPLOYEES

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

D. RECORDS

1. GENERAL PROVISIONS

The **CONTRACTOR** shall provide all property record cards, computer supplies, other supplies, equipment, forms, literature and papers to be used in this project at no additional cost to the **TOWN**. All forms shall be subject to approval by the **ASSESSOR** as to format, design, content, shape, size, color, quality and quantity and shall be further subject to the approval of the Secretary of the Office of Policy and Management as may be required by Connecticut General Statutes.

2. CAMA REQUIREMENTS

The **TOWN** is currently licensed to utilize the **eQUALITY CAMA** Software. **CONTRACTORS** are required to use this software to perform this revaluation project. **CONTRACTORS** must define their prior knowledge and experience using the **eQUALITY CAMA** software and must include within their proposal any/all costs associated to this project in order to have a professional relationship with **eQUALITY** throughout the duration of this project. The contractor must obtain proper licensing from **eQUALITY**, Microsoft SQL, etc. and is solely responsible for any/all costs associated with using these software programs off site.

3. DATA INTEGRITY

The **CONTRACTOR** is responsible for keeping the Revaluation Database and the **TOWNs** database in sync in regards to changes made in the **TOWN** database, including but not limited to data collected during the **PROJECT**, Sales, Permits and any changes which are **TOWN** database as part of their normal day to day work outside of the **PROJECT**.

4. RECORDS ARE TOWN PROPERTY

The original or a copy of all records and computations including machine readable databases made by the **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**. Such records and computations shall include not be limited to: **ASSESSOR'S** maps, land value maps, cost investigations and schedules, data collection forms, listing cards, property record cards with property valuations and sketches,

capitalization rate effective date, sales data, depreciation tables, computations of land and/or building values, all letters of memoranda to individuals or groups explaining methods used in appraisals, operating statements of income properties, duplicate notices of valuation changes and database of all property records, **CAMA** systems, and integration with administrative system.

5. ASSESSOR'S RECORDS

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

6. PROPERTY RECORD CARDS (STREET CARDS)

The **CONTRACTOR** shall complete **Property Record Cards**, commonly referred to as "**Street Cards**" and file in alphabetical street order. These cards shall contain all manner of information affecting value, including but not limited to, information as to location of property, classification as to usage, owner of records, source of title, size, shape and physical characteristics of land, with the breakdown in acreage, along with the unit of value applicable to each public utility, public improvements and zoning regulations in effect as of the assessment date. All physical improvements shall be listed giving all interior and exterior construction details. Quality of construction, age, condition, replacement values, and percent of physical, functional and economic depreciation, depreciated values, fair market value and assessment value will be shown. The **CONTRACTOR** shall review all comments listed on the field card and add or retain all pertinent information and delete nonessential data relative to the property. A computer-generated sketch of **ALL** buildings with the appropriate scale of such sketch along with an accompanying photograph shall also be shown on these cards.

E. ASSESSMENT NOTICES

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

F. INFORMAL PUBLIC HEARINGS

At a time, mutually agreeable to the **ASSESSOR** and **CONTRACTOR**, but not later than December 4, 2023 following completion of all review work by the **ASSESSOR** and the **CONTRACTOR**, the **CONTRACTOR** shall hold public hearings so that property owners or their legal representatives may appear at specified times to discuss with qualified members of the **CONTRACTOR'S** staff, the

valuations of their property. The **CONTRACTOR'S** personnel shall explain the manner and methods used to arrive at the new value.

The **CONTRACTOR** shall perform all Informal Hearings via Telephone or Online Hearing Form. The **CONTRACTOR**, in conjunction with the **ASSESSOR**, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration and adjustments shall be made where warranted.

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

The **CONTRACTOR** shall be responsible for sending notices, by First Class mail at the **CONTRACTOR'S** expense, to each taxpayer or his or her legal representative who appears at these hearing seeking a review of valuation. Such notice shall include the original valuation determined by the **CONTRACTOR** and any adjusted valuation as deemed appropriate based on any information received at such hearing.

G. BOARD OF ASSESSMENT APPEALS

The **CONTRACTOR** shall have the project supervisor available for two (2) hours of training sessions with the Board of Assessment Appeals prior to the Board's hearings relative to the October 1, 2023 Grand List. After the completion of the duties of the Board of Assessment Appeals, such availability and attendance shall not be required to assist in the settlement of complaints and/or to explain the valuation changes. The **CONTRACTOR** shall enter all changes made by the Board of Assessment Appeals to the valuation file and generate new street cards and summary reports for the **ASSESSOR**.

H. LITIGATION

In the event of a court appeal the **CONTRACTOR** shall furnish, at its sole cost, a maximum of 5 (five) days, as required by the **ASSESSOR**, a competent witness or witnesses, approved by the **ASSESSOR**, to defend the valuation of the properties appraised. It is understood that the **CONTRACTOR** shall furnish said witness or witnesses on any court action instituted on the October 1, 2023 Grand List assessment. Parties other than the **TOWN** shall not hold the **CONTRACTOR** responsible for any assessment changed from the original valuation figure.

I. INFORMATION

1. INFORMATION TO THE TOWN

The **CONTRACTOR** shall give to the **ASSESSOR** any and all information requested pertaining to the **PROJECT** for a period of two (2) years after completion of the duties of the Board of Assessment Appeals on the October 1, 2023 Grand List without any additional cost to the **TOWN**.

2. WORK SCHEDULE

Throughout the appraisal process the **CONTRACTOR** shall satisfy all requests made by the **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 monthly status reports are required to be filed with the **ASSESSOR** throughout the duration of the **PROJECT**.

J. BUILDING COST SCHEDULES

1. GENERAL

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

2. TYPES OF COST SCHEDULES

a. Residential

Residential cost schedules shall include for various classifications, types, models, and story heights on a per square foot basis normally associated with residential buildings. The schedule shall be flexible with a special section 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, finished basements, attached, detached and basement garages. Schedules for other building improvements usually found on residential properties including, but not limited to, in ground swimming pools, barns, sheds, tennis courts, gazebos, and hot tubs will be valued.

b. Commercial

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

c. Industrial and Special Structures

Cost schedules for industrial and special purpose structures shall be prepared in unit costs of materials 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 costs for various types of farm buildings including but not limited to barns, sheds and coops.

A recognized valuation publication company such as Marshall and Swift, Means, etc. must support cost schedules for the aforementioned.

3. DEPRECIATION SCHEDULES

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

4. SCHEDULES FOR THE TOWN

The **CONTRACTOR** shall supply and leave for the **TOWN** no less than three (3) copies of all of the above required building cost and depreciation schedules for the **TOWN'S** usage. One (1) copy of which shall be turned over to the **ASSESSOR** upon approval of the schedules.

IX. APPRAISAL SPECIFICATIONS

A. APPRAISAL OF LAND

The **CONTRACTOR** shall appraise all the following land classifications within the **TOWN**: residential, commercial, industrial, agricultural, special use, public utility, vacant and unimproved.

1. LAND VALUE STUDY

Land shall be valued on the basis of an analysis of all sales data occurring during the two-year period prior to October 1, 2023 or such other reasonable period of time deemed necessary by the **ASSESSOR**. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the **ASSESSOR**. The **CONTRACTOR** shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources for information relative to sales of properties within the **TOWN**. All factors affecting the final values of land shall be considered such as location, zoning, utilities, size, vacancy, easements, right-of-ways, form of ownership, non-conforming uses and zoning variances.

2. LAND VALUE UNIT

The **CONTRACTOR** shall prepare land units by acreage that accurately reflect the fair market value for the appraised land.

3. LAND VALUE MAP

The **CONTRACTOR** shall delineate all land value units in acreage and base all values on either neighborhood or specific market areas as identified by the **ASSESSOR**. All applicable maps for this process will be provided by the **TOWN** to the **CONTRACTOR** and returned to the **TOWN** prior to the completion of the **PROJECT**.

4. NEIGHBORHOOD/SPECIFIC MARKET AREA DELINEATION

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

B. APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES

The **CONTRACTOR** shall inspect all parcels listed in the Section Titled, "REVALUATION INSPECTION REQUIREMENTS".

1. DATA MAILER as required in "Revaluation Inspection Requirements"

The **CONTRACTOR** shall at their own expense prepare and send out a mailer to the Owner of each parcel of Residential and Condominium property within the **TOWN**. The data mailer will explain the purpose and content of the mailer. If owners find any information about the property to be incorrect, they will be instructed to return the data mailer with the corrected information to the **CONTRACTOR**.

The format and content of the data mailer shall be subject to the approval of the **ASSESSOR**. The data mailers shall include, but not be limited to the following information:

Total Living Area	Number of Bathrooms
Basement Area	Other Features
Finished Basement	Heating System
Year Built	Heating Fuel
Building Style	Central AC/mini-split systems
Total Number of Rooms	Outbuildings
Number of Bedrooms	

The **CONTRACTOR** shall be responsible for making any corrections to the revaluation **CAMA** database as a result of the returned data mailers. The **CONTRACTOR** shall provide the **ASSESSOR** with the original returned data.

DATA MAILER QUALITY CONTROL PLAN

The **CONTRACTOR** must work with the **ASSESSOR** in developing a Data Mailer Quality Control Plan.

The data mailer process must have the ability to track multiple mailings, responses to the mailings and additional notifications. Data mailers need to be barcoded and scanned into the **CAMA** system.

2. EXTERIOR INSPECTIONS as required in “Revaluation Inspection Requirements”

- a. The inspector will review and verify the structures to the sketch and components on the field card. The inspector will also make note of the condition of the structures to assist in the review process.
- b. An outline sketch, prepared to scale, shall be made on site for all new structures.
- c. Physical data of the parcel shall be recorded on the data collection form at the site of physical characteristics affecting value.

3. INTERIOR INSPECTIONS as required in “Revaluation Inspection Requirements”

- a. The data collector shall have each interior inspection verified, including the date of the inspection, by having an adult owner or resident of each building or dwelling unit sign the data collection form.
- b. When entrance to a building for an inspection is refused, the data collector shall make note of the fact and notify the **ASSESSOR** of the fact in writing, giving the facts as to the time of the visit and if possible, the name of the party refusing entrance and other pertinent information. The **ASSESSOR** shall review the situation and if they shall be unable to gain cooperation of the party involved, they shall so notify the **CONTRACTOR**, and the **CONTRACTOR** shall proceed to estimate the value of the building on the basis of facts ascertainable without entry and make adequate notations of the lack of cooperation, and the manner of arriving at a value, conspicuously on the property record card.
- c. The data collection form shall indicate the initials of the data collector and date(s) of the inspection(s).

4. REVIEW as required in "Revaluation Inspection Requirements"

All property information shall be reviewed by the **CONTRACTOR'S** personnel that are qualified as reviewers as previously prescribed in these specifications.

The properties shall be reviewed for classification and condition to assure that their value is correlated to comparable properties and coded as such in CAMA system. CAMA system must indicate date review was performed.

5. VALUATION

Pricing and valuations of all buildings and structures must reflect the fair market value as of October 1, 2023 and shall be done from and in accordance with the previously approved manuals and schedules.

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

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

1. GENERAL

The **CONTRACTOR** shall inspect all parcels of which a Sales or Permit has occurred during the previous stated time frames. 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 specifications. The dimensions of all buildings shall also include the ceiling height for each story, which shall be recorded on the property record card.

2. DESCRIPTION

These buildings shall be identified and described as to component parts of construction, size, area, usage and present occupancy on the property record card.

3. INCOME APPROACH

Income and expense data gathered by the **TOWN** shall be utilized by the **CONTRACTOR** for income producing, and, where appropriate, owner-occupied properties. Any income and expense data including OPM form number M-58 with accompanying summary reports and rent schedules shall become 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 Connecticut General Statutes Section 1-210 (formerly 1-19) Access to Public Records; Exempt Records of the Freedom of Information Act. From these returns and

other data sources, such as field investigations and interviews, the **CONTRACTOR** will establish market or economic rent and expenses for income producing properties. The **CONTRACTOR** shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors, and appraisers to ensure their accuracy. When the rates and methods have been approved by the **ASSESSOR**, the **CONTRACTOR** shall perform the income approach using both actual and economic income and expenses. The **CONTRACTOR** shall be responsible for entering all income data into the system.

4. YARD (SITE) IMPROVEMENTS

All yard (site) improvements shall be listed and valued separately on the property record card.

5. FIXED EQUIPMENT

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

6. COMMERCIAL REVIEW

All final reviews and inspections shall be made in the same manner and for the same purpose as prescribed for residential properties. The reviewer shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building for which he or she is responsible. The Project Manager/Supervisor may also be required to work in conjunction with a local real estate appraisal consultant (MAI) who will help him/her establish land values, cost tables, market rents, and capitalization rates. The MAI will also review and finalize the valuation of the largest commercial and Industrial taxpayers. The exact number of parcels valued will be determined at a later date.

D. **QUALITY CONTROL AND CHECKS**

1. FIELD CHECKS

The **ASSESSOR** shall perform random spot checks in the field with or without the appropriate **PROJECT** supervisor. **EAGLEVIEW** may be used for field checks, physically inspecting outliers.

2. BUILDING PERMITS

The **CONTRACTOR** shall provide the **ASSESSOR** with all completed building permits that were supplied by the **TOWN** on a regular basis based on the scheduled outlined above. Completed permits shall be data entered by the **CONTRACTOR**.

3. SALES ANALYSIS

Sales analyses of properties shall be performed as a means of substantiating the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods/market areas previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. Any additional requests for sales analyses by the **ASSESSOR** shall also be performed. The **CONTRACTOR** will send via first class mail a sales verification letter to all new property owners from October 2022 to October 1, 2023. The letter will include a self addressed stamped envelope for the convenience of the property owner. The **CONTRACTOR** shall put a sales comparison approach on each property record card.

4. PRELIMINARY TOWN ACCEPTANCE

Prior to the mailing of the assessment notice/data mailers, the **PROJECT** manager will review the final values with the **ASSESSOR**. If deemed by the **ASSESSOR** to be unacceptable the values will be corrected or revised by the **CONTRACTOR**. The final judgment on all values will be with the **ASSESSOR**.

VII. RESPONSIBILITIES OF THE TOWN

A. NATURE OF SERVICE

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

B. COOPERATION

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

C. ITEMS FURNISHED BY THE TOWN

The **TOWN** shall furnish the following:

1. MAPS

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

2. LAND DIMENSIONS

The **TOWN** will make available to the **CONTRACTOR** the total acreage of all pieces of property as found on the property record cards.

3. EXISTING PROPERTY RECORD CARDS

The **TOWN** will make available the present property record cards and present databases for use by the **CONTRACTOR**. The **CONTRACTOR**, at its own expense, will make copies of the existing street cards.

4. PROPERTY TRANSFERS

The **TOWN** will provide the **CONTRACTOR** with copies of Sales and Transfers on a timely basis to adhere to the schedule. The **TOWN** shall notify the **CONTRACTOR** on a regular basis of property splits and transfers occurring after the initial creation of the revaluation database by the **CONTRACTOR**. The **CONTRACTOR** shall update the revaluation database as necessary, regular basis to adhere to the schedule.

5. BUILDING PERMITS

The **TOWN** shall provide the **CONTRACTOR** with copies of building permits from the duration of the **PROJECT**. The **ASSESSOR** will provide the permits on a timely basis to adhere to the schedule. Before the **PROJECT** begins, the **ASSESSOR** will have all permits prior to the contractual dates updated in regards, to Status, estimated completion dates and field work collected and entered. The **CONTRACTOR** is not responsible for Permits outside of the specified time frames.

6. INCOME AND EXPENSE FORMS

The **TOWN** shall make available all copies of the Income and Expense information (Form M-58) received by the **TOWN** for the 2021 and 2022 filing period. 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 i-19 (Freedom of Information) of the Connecticut General Statutes.

7. SIGNING OF COMMUNICATIONS

The **ASSESSOR** shall sign all communications to be mailed by the **CONTRACTOR** at their own expense for the purpose of contacting a property owner for an inspection of the property.

8. MAILING ADDRESSES

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

9. OFFICE SPACE

Office space shall be provided by the TOWN for the **CONTRACTOR** to manage daily activities.

VIII. TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR

A. RECORDS

Appraisals shall be delivered and turned over for review in accordance with a schedule agreeable to the **ASSESSOR**. All appraisals of buildings either complete or under construction shall be finalized as of October 16, 2023. Final inspections and review shall take into consideration any known or apparent change in the individual property since they were first inspected. All properties shall be appraised as of October 1, 2023. All completed and/or corrected records shall be turned over to the **ASSESSOR** as of January 4, 2024.

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

It is understood and agreed that the reappraisal of properties covered by this agreement shall conform to the procedures and technical requirements of the **ASSESSOR**. On a monthly basis the **PROJECT** manager shall meet with the **ASSESSOR** to discuss the progress and various other details of the **PROJECT**.

C. PERFORMANCE BASED REVALUATION CERTIFICATION

The **CONTRACTOR** shall perform the required statistical analyses and complete the Performance Based Revaluation Certification Form as prescribed by the Secretary of Office of Policy and Management. If the revaluation is not in compliance with the required statistical analyses, the **CONTRACTOR** shall make such adjustments to the appraisal of the properties to ensure compliance with said requirements.

TOWN OF CHESHIRE, CONNECTICUT

**INSURANCE REQUIREMENTS FOR
REAPPRAISAL AND REVALUATION OF REAL PROPERTY**

PROPOSAL #2122-12

The successful proposer shall maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-/ VIII" policyholders rating according to Best Publication's latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
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

"The Town of Cheshire" shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation must be provided.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the Contract. If the 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 the policy in effect during the contract for two (2) years from the completion date.

Worker's Compensation and Employer's Liability	WC Statutory Limits	
	EL Each Accident	\$100,000
	EL Disease Each Employee	\$100,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificate of Insurance must be presented to the Town prior to Contract execution. The successful proposer must provide replacement/renewal certificates at least sixty (60) calendar days prior to the expiration of any policy. If any policy is cancelled before the expiration date, written notice must be made to the Town at least thirty (30) days prior to cancellation.

END OF INSURANCE REQUIREMENT

TOWN OF CHESHIRE, CONNECTICUT
PROPOSAL FORM FOR REAL PROPERTY REVALUATION # 2122-12

**THE REVALUATION OF ALL REAL
PROPERTY (TAXABLE AND EXEMPT),
LOCATED WITHIN THE CORPORATE
LIMITS OF THE TOWN OF CHESHIRE
EFFECTIVE OCTOBER 1, 2023**

The undersigned Proposer affirms and declares:

1. That this PROPOSAL is executed by said Proposer with full knowledge and acceptance of the CONTRACT (including the Reappraisal and Revaluation Specifications) enclosed with the REQUEST FOR PROPOSALS on the subject project.

2. That should this PROPOSAL be accepted in writing by the Town Manager of the Town of Cheshire, Connecticut, said Proposer will furnish the services for which this PROPOSAL is submitted at the price bid and in compliance with the provisions of said CONTRACT.

3. That this PROPOSAL is accompanied by surety in the form and amount indicated below:

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

4. That the Proposer or his or her representative has visited the Town of Cheshire; is familiar with its geography, general character of houses and its commercial and industrial areas; has examined the quality and condition of the ASSESSOR'S records; verified the parcel counts, and has met with the ASSESSOR to make himself or herself knowledgeable of those matters and conditions in the TOWN which would influence this bid proposal.

5. That all items, documents and information required to accompany this PROPOSAL of the aforesaid CONTRACT are enclosed herewith.

6. That the Proposer proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid CONTRACT for the following amount:

\$ _____

7. Proposed scheduled prices for aforementioned proposals are valid for Sixty (60) days.

8. That the Proposer understands and accepts that, although the proposed price is a major factor for consideration, the TOWN reserves the right to award the contract to other than the low-cost Proposer after an analysis of the additional factors outlined in the aforesaid CONTRACT.

FIRM NAME OF PROPOSER:

BY: SIGNATURE

TYPE NAME:

TITLE:

DATE:

TOWN OF CHESHIRE, CONNECTICUT
PROPOSER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President Secretary Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above? _____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Proposer's Full Legal Name

(print)
Name and Title of Proposer's Authorized Representative

(signature)
Proposer's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF CHESHIRE, CONNECTICUT
PROPOSAL #2122-12
REAPPRAISAL AND REVALUATION OF REAL PROPERTY

PROPOSER'S CERTIFICATION
Concerning Equal Employment Opportunities
And Affirmative Action Policy

I/we, the proposer, certify 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/xeorder3.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 Proposer

(signature)
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized
Representative

Title of Proposer's Authorized Representative

Date

TOWN OF CHESHIRE, CONNECTICUT

PROPOSER'S NONCOLLUSION AFFIDAVIT

PROPOSAL FOR: REAPPRAISAL AND REVALUATION OF ALL REAL PROPERTY

PROPOSAL NUMBER: #2122-12

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Cheshire is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Cheshire to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer

(signature)

Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires

TOWN OF CHESHIRE, CONNECTICUT

PROPOSAL #2122-12

REAPPRAISAL AND REVALUATION OF REAL PROPERTY

PROPOSER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES

TOWN OF CHESHIRE, CONNECTICUT

CONTRACT

**THE COMPLETE REAPPRAISAL AND REVALUATION OF REAL
PROPERTY (TAXABLE AND EXEMPT) LOCATED
WITHIN THE CORPORATE LIMITS OF THE
TOWN OF CHESHIRE, CONNECTICUT, EFFECTIVE OCTOBER 1, 2023**

This agreement, made this _____ day of _____ 2022 by and between the **TOWN** of CHESHIRE, a municipal corporation, located in the County of New Haven, State of Connecticut hereinafter termed the **TOWN** acting by and through its **Legislative Council** having been so duly authorized and hereinafter termed the **CONTRACTOR**.

WITNESSETH THAT:

WHEREAS, the **TOWN** through its **ASSESSOR**, in accordance with the Connecticut General Statutes, plans to undertake a complete reappraisal and revaluation of all property located within the corporate limits of the **TOWN**, effective October 1, 2023 and

WHEREAS, the **TOWN** issued a Request for Proposals (RFP #2122-12), which is expressly incorporated herein and made a part hereto; and

WHEREAS, the **CONTRACTOR**, in response to the RFP, submitted its proposal to the Town ("Proposal") and the Proposal is expressly incorporated herein and made a part hereof; and

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

NOW, therefore the **TOWN** and the **CONTRACTOR**, under the conditions and the consideration hereinafter set forth, hereby agree to following:

1. ENGAGEMENT OF CONTRACTOR

The **TOWN** hereby engages the **CONTRACTOR** and the **CONTRACTOR** hereby agrees to make a complete reappraisal and revaluation of all real property located within the corporate limits of the **TOWN** and to perform all the services and furnish all the records, materials, forms, and supplies required by and in complete accordance with the **CONTRACT SPECIFICATIONS**. A copy is attached hereto and made a part hereof (Appendix A) all such labor, records, materials, forms and supplies to comply with the requirements of the pertinent Connecticut General Statutes and Special Acts, pertinent Regulations of Connecticut State Agencies, pertinent rulings of the Secretary of Office of Policy and Management, pertinent ordinances and agreements of the **TOWN**, and pertinent decisions of Connecticut courts.

2. COMMENCEMENT AND COMPLETION DATES

- a. The **CONTRACTOR** agrees to commence all work on or before July 5, 2022. TIME IS OF THE ESSENCE WITH REGARD TO THE COMPLETION OF THE CONTRACTOR'S SERVICES HEREUNDER.
- b. The **CONTRACTOR** agrees to complete the work through the informal public hearings on or before January 4, 2024.
- c. The **CONTRACTOR** agrees to adhere to the time schedule for the revaluation project as set forth in the **CONTRACT**.

3. COMPENSATION

The **TOWN** agrees to pay the **CONTRACTOR** the total sum of \$_____ as compensation for the services to be performed. The operating systems, the database records, materials, forms and supplies shall be furnished by the **CONTRACTOR**. The **CONTRACTOR** and the **TOWN** agree that the methods of billing and payments shall be set forth in the **CONTRACT SPECIFICATIONS**. The **CONTRACTOR** shall use eQUALITY the **TOWN'S** current in house CAMA software system.

4. TRANSFER, ASSIGNMENT AND SUBLETTING OF CONTRACT

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

5. INDEMNIFICATION, REPRESENTATIONS AND CONDITIONS

- a. The **CONTRACTOR** is an independent **CONTRACTOR** and shall not be construed to be an agent or employee of the **TOWN** of Cheshire. The **CONTRACTOR** further agrees to indemnify, hold harmless and defend the **TOWN** at the **CONTRACTOR'S** expense from and against any and all liability, loss, action, cause of action, demand, cost, 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 the **CONTRACT**. Costs and expenses for or on account of any patented or copyrighted equipment, materials, articles or processes used in the performance of this **CONTRACT** shall be the responsibility of the **CONTRACTOR**.
- 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. Financially responsible insurers duly licensed to do business in the State of Connecticut shall issue each policy of insurance. The insurers shall be reasonable and acceptable to the **TOWN** and shall have an A.M. Best Company rating of "A-/VIII" or better.
- d. Each policy of insurance shall include a waiver or 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 amount of coverage.
- e. The **CONTRACTOR** will promptly notify the **TOWN** of any claim or case formally brought against the **CONTRACTOR**.
- f. The **CONTRACTOR'S** Software License Agreement is attached hereto and made apart therefore as Attachment B.
- g. 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.
- h. 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.
- i. No statement of fact made by or on behalf of the **CONTRACTOR** in this **CONTRACT**, in the Proposal, or in any certificate of 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.
- j. The **CONTRACTOR**, shall, at all times, perform the services required hereunder in a workmanlike manner, comply with all applicable laws, 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**.

6. MISREPRESENTATION OR DEFAULT

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

7. CANCELLATION

The **TOWN** shall have the right at its option and without prejudice to terminate the **CONTRACT** and withhold any payments due if the **CONTRACTOR** does not pay its debts as they become due. If a receiver is appointed for its business or its assets and not voided within sixty (60) days, the **CONTRACTOR** shall make an assignment for the benefit of its creditors or interest herein shall be sold under execution of, it shall be adjudicated insolvent or bankrupt then and forthwith thereafter.

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, upon seven (7) days written notice to the **CONTRACTOR** and its surety bonding company to declare the contract in default and thereby terminated. The **TOWN** shall then have the right 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** (if applicable), leaving behind all properly filed and indexed records, as well as any and all property of the **TOWN**. Any funds held by the **TOWN** under the **CONTRACT** shall become the property of the **TOWN** to the extent necessary to reimburse the **TOWN** for its cost in obtaining another **CONTRACTOR** and supervising the transition.

Termination of the **CONTRACT** and retention of funds by the **TOWN** shall not 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.

The **TOWN** may, at any time and without cause, terminate this **CONTRACT** for the **TOWN'S** convenience upon thirty (30) days prior written notice to **CONTRACTOR**. If the **TOWN** terminates this **CONTRACT** for its convenience, the **TOWN'S** sole liability to **CONTRACTOR** shall be to pay **CONTRACTOR** for services provided by **CONTRACTOR** through the effective date of the termination.

IN WITNESS HEREOF OF THE TOWN OF CHESHIRE, CONNECTICUT AND

IN THE PRESENCE OF:

TOWN OF CHESHIRE, CONNECTICUT

BY: _____

Witness Date

Cheshire Date

Witness Date

Revaluation Company Date

Have executed this **CONTRACT** on the date first mentioned above.