

# 2014 GRAND LIST REVALUATION INVITATION TO BID



1712 MAIN STREET  
COVENTRY, CT 06238

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TOWN MANAGER

**PAT ALESSI,**  
ACTING ASSESSOR



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MANSFIELD, CT 06268

**MATTHEW HART,**  
TOWN MANAGER

**IRENE LUCIANO,**  
ASSESSOR

DATE ISSUED: MAY 6, 2013  
DATE DUE: MAY 30, 2013

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**INVITATION TO BID**

**PROJECT:** THE TOWNS OF COVENTRY AND MANSFIELD ARE SEEKING A QUALIFIED AND EXPERIENCED VENDOR TO UNDERTAKE THE COMPLETE REAPPRAISAL AND REVALUATION OF ALL TAXABLE AND EXEMPT REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF COVENTRY AND TOWN OF MANSFIELD, CONNECTICUT, EFFECTIVE OCTOBER 1, 2014.

Sealed bids proposal to perform the subject project in accordance with the specifications enclosed herewith, and made a part of this invitation, will be received in the office of the Town Manager:

JOHN A. ELSESSER, TOWN MANAGER  
1712 MAIN STREET  
COVENTRY, CONNECTICUT 06238

Until May 30, 2013 at 1:00PM when and where the Bid Proposals will be opened and read aloud.

Any Bid Proposal received after said date and time, whether hand-delivered, submitted via US Postal Service, or submitted via any other delivery service, shall be declared invalid.

All Bid proposals must include the enclosed and completed BID FORM FOR 2014 REVALUATION (pages 6 - 7), and be placed in a sealed envelope. The sealed envelope shall be plainly marked "BID PROPOSAL FOR 2014 REAPPRAISAL AND REVALUATION." All interested parties shall deliver five (5) copies of their Bid Proposal.

The project award and signing-of-contract conditions are set forth in the enclosed specifications.

The completion date through the informal public hearings is December 17, 2014. The late-completion penalty date is December 17, 2014, as defined in the enclosed Contract Specifications. The time schedule of the project is also set forth in the enclosed Contract Specifications.

Clarification of any section of the enclosed specifications may be obtained from the Assessors, Town of COVENTRY, Connecticut, and Telephone: 860-742-4067 or the Assessor, Town of MANSFIELD, Connecticut, and Telephone: 860-429-3311.

The Town of COVENTRY and Town of MANSFIELD reserves the right to reject any, or any part of, or all Bid proposals; to waive informalities and technicalities; and, to accept that Bid proposal which the TOWNS and Assessors deems to be in the best interest of the TOWNS whether or not it is the lowest dollar cost Bid proposal.

Date: MAY 2, 2013

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JOHN A. ELSESSER  
TOWN MANAGER  
TOWN OF COVENTRY

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MATHEW HART  
TOWN MANAGER  
TOWN OF MANSFIELD

## **BID PROPOSAL FORMAT AND CONTENTS**

Bid Proposals shall include the following information organized in the following format:

1. Bids shall be submitted on the appropriate form provided and signed by an authorized agent of the bidder (See page 6).
2. Name, telephone number, FAX number, and e-mail address of person(s) to be contacted for further information and clarification (See page 8).
3. Listing of all municipal revaluations completed during the past five (5) years, including client contact, telephone number, e-mail address and size of municipality, scope of services rendered and date completed.
4. Listing of all municipal revaluations, now underway or under contract, including client contact, telephone number, e-mail address and size of municipality, scope of services to be rendered, and date to be completed.
5. Listing of personnel to be assigned to TOWN'S revaluation, including years of experience in current positions and other revaluation positions, municipalities served, and their roles in those revaluations. State conviction history information from the State Police Bureau of Identification and resumes of personnel assigned shall also be included.
6. Description of the methodologies to be used for assessing values for residential, commercial, industrial, and vacant land parcels.
7. Description of sales analyses to be performed to verify accuracy of valuations.
8. Listing of municipalities now using the proposed computer assisted mass appraisal (CAMA) software.
9. Description of the CAMA system, including (1) underlying valuation model and methodology, (2) necessary computer, printer and hardware requirements, including specifically addressing compatibility with either physical server hardware and/or virtual hardware using VMware virtual servers, (3) discussion of whether the software is (a) hosted locally on each Town's respective local server or (b) if it is hosted remotely by the vendor (or if there is an option for either method, in which case, note the cost implication of each option), (4) operating system software, (5) software programming language, (6) date written, (7) availability of source code, (8) explanation of training for TOWNS' staff, and (9) what specific options there are (if any) for citizens to access information from home through a website (if yes, cite the website address of a Town that offers this feature).
10. The CONTRACTOR will list any additional hardware required and cost to be purchased by the Towns, to support the CONTRACTOR's CAMA software after a visual inspection of our network infrastructure.
11. Description of any printer or camera to be used during the course of the PROJECT, and to be supplied by the CONTRACTOR.
12. Sample output from the proposed CAMA system.

13. Software License Agreement for the period of JULY 1, 2014 TO JUNE 30, 2019 to include all upgrades and improvements made available by the CONTRACTOR. The Agreement shall list costs for warranty and maintenance fees, system licensing fees, and charges associated with application modifications after the completion of the PROJECT.
14. Description and outline summary of the proposed public relations program that would be used during the revaluation.
15. Copy of the firm's current Connecticut Revaluation Certification.
16. Indication of how many years the firm has been engaged as a company, corporation, partnership, or individual specializing in municipal revaluation services.
17. Copy of the firm's Financial Statement for the last two (2) fiscal years.
18. Bid bond or Certified Check for ten percent (10%) of the bid submitted.
19. The CONTRACTOR must, submit as part of the Bid Form, a schedule and percentage of completed work based upon experiences of the CONTRACTOR, in performing revaluations, and based upon, the contract's specifications, as set forth in the Contract Specifications on the enclosed form.
20. The CONTRACTOR must bid the project as outlined in the Contract and Contract Specifications.
21. Sample or description of website to be publicly available for a period of no less than 12 months beginning approximately 1 month prior to the start of informal hearings. Said website is to contain all information listed on the final property record card.
22. A complete listing of any fees and charges associated with maintaining said website after the 12-month period.

**BID FORM FOR 2014 REVALUATION**

**PROJECT:** THE COMPLETE REAPPRAISAL AND REVALUATION OF TAXABLE AND EXEMPT REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF COVENTRY AND THE TOWN OF MANSFIELD, CONNECTICUT, EFFECTIVE OCTOBER 1, 2014.

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

1. That this BID PROPOSAL is executed by said CONTRACTOR with full knowledge and acceptance of the CONTRACT (including the Reappraisal and Revaluation Specifications) enclosed with the INVITATION TO BID on the subject project.
  
2. That should this BID PROPOSAL be accepted in writing by the Town Managers, Town of COVENTRY and Town of MANSFIELD, Connecticut (hereinafter called TOWNS), said CONTRACTOR will furnish the services for which this BID PROPOSAL is submitted at the dollar amount indicated and in compliance with the provisions of said CONTRACT and CONTRACT SPECIFICATIONS.
  
3. That this BID is accompanied by surety in the amount of ten percent (10%) of the dollar bid in the form and amount indicated below:

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

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

Mansfield will sign a separate contract with the Vendor.

8. Payment schedule for percentage of completed work. This schedule is to be completed by the CONTRACTOR. The pricing below will reflect the cost of each task for each Town. The intention of this multi-town RFP is to solicit bids and award a successful Vendor with the right to negotiate a contract with each of the Towns. The Towns reserves the right to select different options from the list below. For example the Town of Coventry may not choose to replace their Vision software and the Town of Mansfield may not ask for outside data collection. The CONTRACTOR proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid Bid Specifications for the total amount of:

Code	Task	%	Coventry Amount	Mansfield Amount
a.	Bonding, Office Set-up and Project Start-up			
b.	Delivery, installation, and testing of computer software			
c.	Property imaging complete and Visual Database installed			
d.	Verification and data collection			
e.	Valuation analysis			
f.	Field Review			
g.	Final Valuations; Assessment notices mailed			
h.	Informal Hearings completed and final adjustments			
i.	Training			
j.	Board of Assessment Appeals			
k.	Litigation			
	Total Cost			

FIRM NAME OF PROPOSER: \_\_\_\_\_

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

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

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

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

## APPENDIX A - CONTRACT SPECIFICATIONS

### DEFINITIONS

**ASSESSORS.** The word “ASSESSORS” shall mean the duly appointed Assessors of the Town of COVENTRY and the Town of MANSFIELD, Connecticut.

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

**CONTRACT SPECIFICATIONS.** The terms “CONTRACT SPECIFICATIONS” or “SPECIFICATION” shall mean this EXHIBIT A, which has been attached to, and made part of, a certain CONTRACT between the TOWNS and CONTRACTOR and any addenda thereto.

**PROJECT.** The word “PROJECT” shall mean the revaluation and reappraisal of all taxable real property and all tax-exempt real property within the corporate limits of the Town of COVENTRY and the Town of MANSFIELD, Connecticut.

**CONTRACTOR.** The word “CONTRACTOR” shall mean any person, firm, corporation, association, or other entity.

**TOWNS.** The word “TOWNS” shall mean the Town of COVENTRY and the Town of MANSFIELD, Connecticut.

**ADMINS.** A licensed software product of Access International, Cambridge Ma.

**GIS.** The abbreviation “GIS” stands for a Geographic Information System, which is a computer system that synthesizes, analyzes, and displays many different types of geographic data in an understandable form.

**SCOPE OF REAPPRAISAL AND REVALUATION**

This project includes the update of all taxable and non-taxable real estate within the corporate limits of the Town of COVENTRY and the Town of MANSFIELD, Connecticut. After a field inspection of all arms-length sales from October 1, 2009 through October 1, 2014, and a detailed analysis of said sales, the contractor shall set land values, delineate neighborhoods and make recommendations to the Assessor to create the tables in the CAMA system.

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

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

The values to be determined shall be the full fair market value as defined in Section 12-63 of the Connecticut General Statutes and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate. Values to be determined shall meet or exceed all requirements for certification as set forth in the Performance Testing Standards, set forth by the Office of Policy and Management.

**EFFECTIVE REVALUATION DATE**

The effective revaluation date of this PROJECT shall be for the October 1, 2014 and the pricing and valuation by the CONTRACTOR of all land, buildings, and property under this CONTRACT shall reflect the fair market value as of October 1, 2014.

**TOWNS DATA**

	<b><u>Coventry</u></b>	<b><u>Mansfield</u></b>
Current basis of Assessment	70%	70%
Taxable Grand List as of 10/1/12	882,011,200	902,400,050
Last Revaluation	October 1, 2009	October 1, 2009
Est. Population	12,190	13,350
Area of the Town	38.4	45.2

**TOWN OF COVENTRY**  
**APPROXIMATE NUMBER OF ACCOUNTS**  
**October 1, 2012 Grand List**

**TAXABLE REAL ESTATE**

DESCRIPTION	# OF ACCTS	ASSESSMENT
<b>RESIDENTIAL</b>		
100 Residential (Actual dwellings)	5959 * 4856	844,784,800
<b>COMMERCIAL</b>		
200 Commercial	97	33,893,400
<b>INDUSTRIAL</b>		
300 Industrial	5	1,140,100
<b>PUBLIC UTILITY</b>		
400 Public Utility	5	455,900
<b>USE ASSESSMENT</b>		
600 Use Assessments	308	1,681,800
<b>APARTMENT</b>		
802 Building	1	55,200
<b>TOTAL TAXABLE REAL ESTATE RECORDS</b>		<b>6,375*</b>
		<b>882,011,200</b>
<b>TAX EXEMPT REAL ESTATE</b>		
<b>STATE OWNED PROPERTY</b>	91	7,739,600
<b>TOWN OWNED PROPERTY</b>	313	23,932,100
<b>OTHER</b>	50	32,607,500
<b>TOTAL EXEMPT REAL ESTATE</b>		<b>454</b>
		<b>64,279,200</b>

**\*Many of the parcels are small, unbuildable lake lots, many of which are being combined to either create a buildable lot or to make existing dwelling lots more conforming.**

**TOWN OF MANSFIELD**  
**APPROXIMATE NUMBER OF ACCOUNTS**  
**October 1, 2012 Grand List**

**TAXABLE REAL ESTATE**

<b>DESCRIPTION</b>	<b># OF ACCTS</b>	<b>ASSESSMENT</b>
<b>RESIDENTIAL</b>		
100 Residential	4716	742,458,660
<b>COMMERCIAL</b>		
200 Commercial	196	112,418,460
<b>INDUSTRIAL</b>		
300 Industrial	6	2,127,790
<b>PUBLIC UTILITY</b>		
400 Public Utility	12	1,116,570
<b>VACANT LAND</b>		
500 Vacant Land	394	5,790,120
<b>USE ASSESSMENT</b>		
600 Use Assessments	235	1,288,910
<b>10 MILL FOREST</b>		
700 10 Mill Forest	1	1,750
<b>APARTMENT</b>		
802 Building	25	37,197,790
<b>TOTAL TAXABLE REAL ESTATE RECORDS</b>	<b>5566</b>	<b>902,400,050</b>
<b>TOTAL EXEMPT REAL ESTATE</b>	<b>817</b>	<b>1,224,859,074</b>

**\*Includes University of Connecticut Main and Depot Campus buildings. Other unique properties include the ongoing Storrs Center Development, which are to be considered in the Contractors Proposal.**

**PROJECT TASKS TABLE WITH START AND FINISH DATA**

<b>REF.</b>	<b>PROJECT TASKS</b>	<b>START DATE</b>	<b>FINISH DATE</b>
I. E.	Project Duration	06/24/2013	12/30/2014
II. B	Public Information Program	06/20/2013	01/31/2014
III. B.	Residential Data Collection		02/19/2014
III. C.	Commercial, Industrial, Public Utility and Exempt Data Collection		02/19/2014
VII	Property Imaging	10/01/2014	01/31/2014
III.	Building Permits	08/19/2013	10/01/2014
III.D.4	Sales Data Collection & Analyses		
		08/19/2013	08/15/2014
III. A.	Land Value and Neighborhood Delineation		
		04/04/2014	05/01/2014
II. L.	Building Cost Manual	02/03/2014	05/12/2014
III.C.3.	Income & Expense Statements Analyzed		
		08/01/2013	08/01/2014
III. C.5	Field Review of Values	06/02/2014	10/14/2014
III. D.3	Assessor Value Review	06/02/2014	11/03/2014
	Assessor Calculation of Use Values		
		06/02/2014	11/03/2014
VI. F.	Integration of CAMA Software with Current Administrative Software		10/01/2014
	CAMA System Installed on the Towns' Computer Systems		09/03/2013
II. G.	Assessment Change Notices Mailed		11/12/2014
II. H.	Informal Hearings	11/17/2014	12/17/2014
II. H	Notices of Results of Informal Hearings Mailed		
			12/30/2014
II.D.5	Final Property Record Cards Printed and Delivered to Assessor		01/15/2015
	Project Completion		01/15/2015

## **I. 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 12-2c of the Connecticut General Statutes.

### **B. PERSONNEL**

The CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements of the Equal Employment Opportunity provisions of Federal and State governments. The CONTRACTOR shall submit to the TOWNS, written qualifications of all personnel assigned to this project.

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

#### **1. Minimal Qualifications**

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

The administration of this project shall be assigned by the CONTRACTOR to a project manager or supervisor, who shall be Certified by the State of Connecticut as a Revaluation Supervisor pursuant to Section 12-b-6 of the regulations of Connecticut State Agencies, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall have not less than three (3) 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 ASSESSORS.

##### **b. Reviewer and Appraiser**

The Reviewer and appraiser shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall not have less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties for which he/she are responsible. Two years of this experience shall have been in the mass appraisal field and shall have occurred within the past five years. The Reviewer and Appraiser shall be subject to the approval of the ASSESSORS prior to the commencement of his/her duties on this project. It is a specific request that only one Reviewer for Residential and one Appraiser for Commercial & Industrial properties be used in setting final values.

##### **c. Data Collectors**

Data Collectors shall have a high school diploma or equivalency and at least two (2) years experience in the appraisal or municipal revaluation field. Any field person who does not meet the above qualifications must work under the direct supervision of an appraiser or project supervisor. The ASSESSORS shall be notified of the individual's

name, starting date, qualifications, field assignments, background check & list of TOWNS worked in prior to the commencement of the individual's duties on this project.

2. Identification

All field personnel shall have visible and clip-on identification cards that shall include an up-to date photograph, supplied by the CONTRACTOR and signed by the TOWN'S Town Managers and/or Assessors. All automobiles used by field personnel shall be registered with the Police Department of the TOWNS, giving license number, make, model, year and color of all vehicles used on this PROJECT. The TOWNS shall provide the same information to be listed on the TOWNS' Website and Munivision.

3. Conflict of Interest

No resident or employee of the TOWNS shall be employed by the CONTRACTOR for the PROJECT without the prior approval of the ASSESSORS. Employment shall conform to the hiring practices followed by the TOWNS.

**C. PROTECTION OF THE TOWNS**

1. Bonding

The CONTRACTOR shall, to secure the faithful performance by the CONTRACTOR of the terms of this agreement, furnish to the TOWNS, a Performance Surety Bond in the amount of this contract, which bond shall be issued by a bonding company licensed to do such business in the State of Connecticut with a rating acceptable to the TOWNS. Said bond shall be delivered to the TOWNS prior to the commencement of actual work and shall be in a form satisfactory to and approved by the TOWNS' Attorney. This bond shall include the appeal requirements of these specifications. It is understood and agreed that upon completion of approved delivery to the TOWNS of the revaluation, that the performance bond shall be reduced to 10% of the value of the contract to cover the defense of all appeals. This reduced amount of bond shall become effective after the revaluation has been completed and has been approved by the ASSESSORS and after the completion of the duties of the Board of Assessment Appeals. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the list of October 1, 2014. The TOWNS reserves the right to waive any insurance requirement if it is in the best interest of the TOWNS.

2. Insurance

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

- a. Workers' Compensation insurance in the required amount and employers' liability insurance in the following amounts:  
Bodily injury by accident - \$100,000 each accident,  
Bodily injury by disease - \$500,000 each accident, and  
Bodily injury by disease - \$100,000 each employee.

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

- b. During the term of the contract, the CONTRACTOR shall provide public liability

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

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

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

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

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

### 3. Penalties & payments

- a. Penalties to the CONTRACTOR for poor performance shall be as specified in Section III, beginning on page 30.
- b. Failure by the CONTRACTOR to complete work in accordance with the PROJECT TASKS TABLE shall be cause for a penalty payment by the CONTRACTOR on request of the ASSESSORS in the amount of ONE HUNDRED DOLLARS (\$100.00) per day per TOWN beyond the specified date of completion. If it is in the opinion of the CONTRACTOR the finish dates as presented in this RFP are unmanageable the contractor may submit an amended schedule acceptable to the Town Managers and the Assessors.
- c. Penalties to the CONTRACTOR for each property not inspected as specified in Section III b 1.a, page 32 shall be cause for a penalty payment by the CONTRACTOR on request of the ASSESSORS in the amount ONE HUNDRED DOLLARS (\$100.00) per property.
- d. Failure by the CONTRACTOR to complete all work prior to the date specified herein, November 12, 2014, shall be cause for a penalty payment by the CONTRACTOR on request of the ASSESSORS in the amount of ONE THOUSAND DOLLARS (\$1,000.00) per day beyond the specified date of completion. For the purposes of this penalty only, completion of all work not later than November 12, 2014 is defined as follows:
  - 1) Completed CAMA database, integration of CAMA software with administrative software, property records with all measurements, listings, sketches, pricing, review and final valuations.

- 2) Assessment change notices mailed to comply with requirements of Connecticut State Statutes.

e. Penalty payments due under this cause shall be deducted from the contract price and will represent a fair and equitable estimate of the damages the TOWNS will suffer if the CONTRACTOR'S work is inaccurate, and/or is not completed by within the time specified. Delays occasioned by war, strike, explosion, acts of God, an order of court, or other public authority are accepted.

#### **D. CHANGES AND SUBLETTING OF CONTRACT**

##### **1. Changes**

Changes in these specifications to the contract will be permitted only upon written mutual agreement of the CONTRACTOR and the TOWNS. Without said approval any changes will be considered invalid.

##### **2. Subletting**

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

#### **E. COMPLETION DATE AND TIME SCHEDULE**

The revaluation work may be started at the convenience of the CONTRACTOR, but not later than August 1, 2013 and must continue in a diligent manner so as to ensure completion within the schedule of completion dates as set forth below. (See page 16 Project schedule).

##### **1. Completion Dates**

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

- a) New CAMA software on the TOWNS' computer systems and available to the Assessors by September 3, 2013. The completed software system (including all bridges and links) to be completely operational and tested no later than October 1, 2014.
- b) Complete residential sales verification by November 3, 2014.
- c) Complete commercial, industrial, public utility, special purpose and tax exempt sales verification by November 3, 2014.
- d) Complete preliminary land study and values set by May 1, 2014.
- e) Complete preliminary building cost manual by May 12, 2014.
- f) Complete study of market rents, expenses and capitalization factors by August 1, 2014.
- g) Complete sales ratio analysis and final recommendations by August 15, 2014.
- h) ASSESSORS complete review and final adjustments made for real property no later than November 3, 2014.

- i) Informal hearings to begin no later than November 17, 2014 and end no later than December 17, 2014.
- j) Notices of results of informal hearings completed and mailed no later than December 30, 2014.
- k) Assessment change notices mailed to comply with requirements of Connecticut State Statutes by November 12, 2014.
- l) Notices of results of informal hearings completed and mailed out, computer file is updated and final property record cards are printed and delivered to ASSESSORS in Street and Street number order no later than January 15, 2014.

2. Assessment Date

The completed appraisals, upon approval of the ASSESSORS will serve as the basis for assessments effective on the Grand List of October 1, 2014. Notwithstanding dates mentioned in (l), all information on property record cards and computer system database shall reflect actual information as of October 1, 2014.

**F. 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 ASSESSORS the percentage of the total work completed under the contract which the CONTRACTOR has performed during the said thirty (30) day period. Such notification will itemize, and accurately indicate the extent and nature of work performed by volume, street, category, or in any manner as required by the ASSESSORS. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule listed in Section I.F.2

The TOWNS, upon determination by the ASSESSORS that the certification of the CONTRACTOR concerning work during said period is accurate, will pay to the CONTRACTOR a percentage of the total compensation under the contract equal to the percentage of the work certified as having been completed during said period, less ten (10) percent which is to be retained by the TOWNS for payment to the CONTRACTOR at such time that he or she has performed fully and satisfactorily all its obligations, and requirements. The retained ten (10) percent of the contract price is to be paid upon the completion of the work of the Board of Assessment Appeals on the October 1, 2014 GRAND LIST.

2. Payment Schedule for Percentage of Completed Work

	Stages of Completion	% of Total Project Cost
a.	Bonding, Office Set-up and Project Startup	10%
b.	Delivery, installation, and testing of computer software	5%
c.	Verification and data collection	20%
d.	Data Entry & Supervision	20%
e.	Valuation Analysis	40%
f.	Informal Hearings	5%

Additional services related to Court Defense will be billed at the rate of \$500 per day, or \$300 per half day (four hours).

This contract makes provision for a reduction of the performance bond to 10% of the contract price so as to ensure the defense of any appeals resulting from the revaluation work.

**II. RESPONSIBILITIES OF THE CONTRACTOR**

**A. GOOD FAITH**

The CONTRACTOR shall in good faith use its best efforts to assist the ASSESSORS in determining accurate and proper market valuations, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities under Section II 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 TOWNS may be informed as to the purpose, benefits and procedures of the revaluation program, including but not limited to the TOWNS' Website (power point) and Channel 13. Bid includes making property information available to the Town's Website at no additional charge. This includes four updates of data to the TOWNS' Website.

Commencing at the start of the PROJECT and continuing until its completion, the CONTRACTOR shall provide reasonable assistance to the ASSESSORS in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs, and property owner groups as a means of establishing understanding and support for the revaluation program and sound assessment administration. The CONTRACTOR shall supply visual aids and other media at its disposal to this end.

The CONTRACTOR shall publish monthly public press releases to local papers reporting the status of the revaluation. All public releases shall be approved by the ASSESSORS prior to release.

The CONTRACTOR is responsible for providing its own telephone service including installation.

**C. CONDUCT OF COMPANY EMPLOYEES**

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

All employees are expected to maintain the highest possible standard of personal cleanliness and present a neat professional appearance at all times. The personnel shall wear identification at all times while engaged in the Revaluation project. The ASSESSORS may at his or her discretion request that any employee be removed from the PROJECT until such time as their appearance is deemed acceptable.

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

**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 TOWNS. All forms shall be subject to approval by the ASSESSORS as to format, design, content, shape, size, color, quality and quantity and shall be further subject to the approval of the Secretary of the Office of Policy and Management as may be required by Connecticut General Statutes. At the completion of the project, the CONTRACTOR shall provide the TOWNS with a reasonable additional supply of the necessary forms used to support the CONTRACTOR'S computer assisted mass appraisal program.

2. CAMA System

a. The CONTRACTOR shall provide Town of Mansfield with all the CAMA software and/or software modifications necessary to fully function in the TOWNS' existing Microsoft Windows Network. This includes interface with the assessment administration software package. The CONTRACTOR shall also provide training and manuals of their CAMA system. The CAMA System must meet the requirements as provided for in Section 12-62f-(a) to 12-62f-(f) and 12-62i of the Regulations of Connecticut State Agencies. The CAMA software shall be installed and available to the Assessors' staff no later than September 3, 2013. The CONTRACTOR shall update the data in the ASSESSORS' CAMA monthly thereafter. The Town of Coventry already has an updated Vision 6.5 software that they wish to keep.

b. The CONTRACTOR'S CAMA System shall have the ability to interface with the TOWNS' assessment administration software or with Contractor's administrative software as described in 2a. 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 value from one system to other arises. A list of all discrepancies between the appraisal and administrative system shall be generated by the CAMA System and submitted to the ASSESSORS with an action plan for correcting such discrepancies. The CONTRACTOR shall be responsible for the bridging of the CAMA System to the administrative system.

c. The CONTRACTOR'S CAMA System shall have the ability to interface with the TOWNS' GIS. The CONTRACTOR is responsible for matching all parcels and accounts in the appraisal file with the GIS 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 interface information from one system to another arises. A list of all discrepancies between the CAMA System and GIS shall be submitted to the ASSESSORS with an action plan for correcting such discrepancies. The CONTRACTOR shall be responsible for all costs of bridging the CAMA System to the GIS.

d. 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 of the Office of Policy & Management. .

With respect to land, the valuation module shall have the capacity to compute value based upon one or more of the following: Square feet, acreage, standard lot size, frontage/depth, and or unit. In addition, said module shall allow for the editing of land values based upon market-derived adjustment factors, using at least two of the following: unit value; fractional acreage; and front foot adjusted for depth.

With respect to residential property, the valuation module shall have the capacity to: Compute replacement cost new, in real time, less depreciation; provide user-modifiable tables or formulas for various types of buildings; provide user-modifiable depreciation tables for age and condition variables; compute the value of each yard improvement (e.g., swimming pools, heated pools, tennis court, detached garage, sheds, etc.); allow for the acceptance, rejection or adjustment of table or formula-derived values; allow for on-line sketch input without restriction to shape or size; provide for the automatic computation of total square footage; provide for the automatic computation of gross living area; and provide for the computation of other area measurements as defined by the user. In addition, the valuation module shall have the capacity to allow user modifiable selection criteria to identify up to five properties that are most comparable to the property for which a value is being determined.

With respect to apartment, commercial and industrial properties, the valuation module shall have the capacity to: Compute replacement cost new, less depreciation; compute the value of each yard improvement (e.g., paving, and fencing); allow for the acceptance, rejection or adjustment of table- or formula- derived values; and provided for the automatic computation of total square footage and perimeter. In addition, said module shall have the capacity to compute the value of property using

the income approach, by use of the direct capitalization method.

The valuation module shall also have the capacity to: Print a property record card with the appropriate fields listed in the data management module; allow flexibility of design of the data printed on a property record card, based on the discretion of the ASSESSORS; provide for the random printing of cards; provide for the printing of sketches, without restrictions as to shape or size, showing dimensions; insure the closure of such sketches; and provide for the creation of multi-page property record cards for a parcel. Digital photos (jpeg or newer format, if applicable) of each improvement (excluding outbuildings) shall be included on all property cards, and have the ability to be integrated into the TOWNS' GIS system.

The valuation module shall include a general report writer capable of printing to screen, hard copy, or network drive, with the ability to provide the data listed in the data management module to a network drive. In addition, such application shall have the capacity to produce reports for statistical and comparable sales analyses based upon pre-defined and user-defined criteria.

Output to standard analytical software programs the following measurements and sales/assessment ratios by property type and neighborhood: Sales prices; assessments; the mean sales/assessment ratio; the median sales/assessment ratio; the coefficient of dispersion; the standard deviation; the coefficient of variation; and the price-related differential. Output raw data as ASCII text file (comma or tab delimited) with the ability to select data fields.

e. The assessment administration module should have the ability to maintain all state mandated property exemptions as well as generate in hard copy to network printers or removable computer media including network drives or e-mail, any necessary reports required by the Office of Policy and Management including, but not limited to M-13, M-13a grand list reports, M35B Homeowners, M59A Additional Veterans, and exemptions. 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 ASSESSORS with recommendations for correcting such discrepancies. The CONTRACTOR shall be responsible for all costs of bridging the CAMA System to the Administrative/tax billing systems.

### 3. Records are TOWN Property

The original or a copy of all records and computations, including machine readable data bases, made by the CONTRACTOR in connection with any appraisal or property in the TOWN shall, at all times, be the property of the TOWN and, upon completion of the project or termination of this contract by the TOWN, shall be left in good order in custody of the ASSESSORS. Such records and computations shall include but not be limited to: 1) Assessors' Maps; 2) Land Value Maps; 3) Materials and Wages, Cost Investigations and Schedules; 4) Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches; 5) Capitalization rate data; 6) Sales Data; 7) Depreciation tables; 8) Computations of land and/or building values; 9) All letters of memoranda to individuals or groups explaining methods used in appraisals; 10) Operating statements of income properties; 11) Duplicate notice of valuation changes;

and 12) Database of all property records, CAMA system, and integration with administrative system.

4. ASSESSORS' Records

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

5. Property Record Cards (Street Cards)

After final property values have been established and prior to Informal Hearings and calculation of PA 490 use values, the CONTRACTOR shall complete Property Record Cards, commonly referred to as "Street Cards", and filed in numeric, sequential street order. These cards shall contain all manner of information affecting value which may include but is not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with the unit of value applicable to each, public utilities available, underground oil tanks, public improvements and zoning regulations in effect as of the assessment date. All physical improvements shall be listed giving all interior and exterior construction details. Quality of construction, age, condition, replacement values, and percent of physical, functional and economic depreciation, depreciated values, fair market value and assessment value will be shown. All comparable sales used to determine value shall be identified by, at minimum, unique ID or Map/Lot, sales price, and sales date. A computer-generated sketch of all buildings, with the appropriate scale of such sketch, digital photograph shall also be shown on these cards. The system must be capable of printing street cards on each of the TOWNS printers.

Plot plans shall be prepared for each residential, commercial, industrial, public utility or exempt property with three (3) or more major buildings thereon, and each plot plan shall be reasonably accurate as to locations of the buildings and shall be coded to the field record cards. For the purposes of this section, a major building is defined as a building having 750 or more square feet of gross floor area. Cards of multiple major building properties together with plot plans or land maps shall be assembled in a standard file folder properly labeled.

Corrected cards will be printed, at no additional cost to the TOWNS, with all changes resulting from Informal Hearings, and ASSESSORS' calculation of PA 490 use values.

**E. HARDWARE TO BE FURNISHED BY THE CONTRACTOR**

The CONTRACTOR shall furnish the TOWNS with equipment if needed to support the CONTRACTOR'S CAMA System and Administration System if applicable. The CONTRACTOR shall guarantee that all such equipment shall be in excellent working condition when turned over to the TOWNS. The CONTRACTOR shall warrantee all equipment repairs, excepting abuse, for a minimum of one (1) year from the date said equipment is turned over to the TOWNS.

## **F. DATA MAILERS**

During the course of the revaluation the CONTRACTOR shall mail by first class mail, to each homeowner, an informational letter a.k.a. a data mailer, which shall inform the homeowner of all data gathered by the CONTRACTOR. Information contained in the data mailer shall include, but is not limited to, age, story height, style, number of total rooms, number of bedrooms, number of bathrooms, number of extra fixtures, number of fireplaces, square footage of basement finish (as applicable), description of outbuildings, a labeled sketch of the dwelling, and a notice as to whether the interior was inspected or estimated. In addition, the data mailer shall contain directions on how to correct inaccurate information, the CONTRACTORS phone number and hours of operation. In addition, the CONTRACTOR shall develop a system to check each reported discrepancy. The CONTRACTOR shall notify the ASSESSORS, in writing, of each reported discrepancy and the action taken by the CONTRACTOR i.e.; correct inaccurate information or no change, and reason why. All work shall be completed at no additional expense to the TOWN,

## **G. ASSESSMENT NOTICES**

At the close of the revaluation, but no later than November 12, 2014, a notice shall be sent, at the CONTRACTOR'S expense by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the property identified in the notice, prepared in duplicate and in conformity with the Connecticut General Statutes. The CONTRACTOR will provide the needed information for the notice. Also enclosed with such notice shall be the CONTRACTORS phone number, hours of operation, and information specifying the dates, times and places of the informal public hearings. Such notices shall be subject to approval by the ASSESSORS. The CONTRACTOR shall notify the ASSESSORS of any returned assessment notices. The CONTRACTOR shall re-mail any notices the ASSESSORS is able to obtain corrected addresses for.

Notices shall include both market value assessments and PA 490 assessments.

At the time assessment notices are mailed, the CONTRACTOR shall provide two bound reports of every assessment sorted by name and property location. In addition all recorded property data shall be made available on a free access website at the time assessment notices are sent.

## **H. INFORMAL PUBLIC HEARINGS**

At a time mutually agreeable to the ASSESSORS and the CONTRACTOR, but not later than December 17, 2014, but following completion of all review work by the ASSESSORS and the CONTRACTOR, the CONTRACTOR shall hold public hearings so that owners of property or their legal representatives may appear at specified times to discuss with qualified members of the CONTRACTOR'S staff, the valuations of their property. At that time the CONTRACTOR'S personnel shall review property record information and explain the manner and methods of arriving at value.

The CONTRACTOR, in conjunction with recommendations of the ASSESSORS, shall schedule a sufficient number of hearings and provide sufficient qualified 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 forms approved by the ASSESSORS, of all those owners that requested a hearing and the result of that hearing. A copy of those records shall be given to the ASSESSORS.

The CONTRACTOR shall be responsible for sending notice, by First Class mail at the CONTRACTOR'S expense, to each taxpayer or his or her legal representative who appears at these hearings seeking a review of valuation. Such notice shall include the original valuation determined by the CONTRACTOR and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be in accordance with CGS§12-62 (f), and subject to approval by the ASSESSORS. Such notice shall include the necessary steps to appeal to the Board of Assessment Appeals (form, deadline, etc).

**I. BOARD OF ASSESSMENT APPEALS**

The CONTRACTOR shall have a qualified appraiser or reviewer approved by the ASSESSORS, of its staff, available for attendance at any deliberations of the Board of Assessment Appeals held after the completion of the revaluation, Sundays excluded, but such availability and attendance shall not be required after the date for the completion of the duties of the Board of Assessment Appeals on the October 1, 2014 Grand List, to assist in the settlement of complaints and to explain the valuations made.

**J. LITIGATION**

In the event of appeal to the courts, or appeals boards, either pursuant to Section 12-117a or Section 12-119 of the Connecticut General Statutes (as amended from time to time), the company shall furnish a competent appraiser or appraisers, who actually performed appraisal work on the PROJECT, to defend the valuation of the properties appraised. Any such witness on any appeal action instituted on the October 1, 2014 GRAND LIST shall continue to assist the TOWNS until final adjudication. The CONTRACTOR shall cooperate with the TOWNS in Court or at the TOWNS' place of business, as appropriate, by providing assistance, any necessary documentation or narrative appraisal reports, to fully explain or defend valuations determined in the PROJECT. The CONTRACTOR shall not be held responsible for any assessments changed from the original revaluation figure by parties other than the CONTRACTOR, unless the figure determined by the CONTRACTOR was unreasonable, insupportable or clearly erroneous in the opinion of the ASSESSORS.

**K. INFORMATION**

**1. Information to TOWNS**

The CONTRACTOR shall give to the ASSESSORS any and all information requested pertaining to the PROJECT for a period of one year after completion of the duties of the Board of Assessment Appeals on the October 1, 2014 GRAND LIST, without any additional cost to the TOWNS.

## 2. Work Schedule

Throughout the appraisal process, the CONTRACTOR shall satisfy all requests made by the TOWNS 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 ASSESSORS throughout the duration of the project.

## 3. Telephone

The CONTRACTOR shall maintain at least two telephone lines at its TOWNS' office for the duration of the Contract. At least one line shall be dedicated to phone service at all times. The second line may be used for phone, fax, or modem. The ASSESSORS may require the installation of additional lines as deemed necessary.

## 4. Internet Access

Property information shall be made available by hyperlink from the TOWNS' Website to the general public on a free access website. This website is to be publicly available for a period of no less than 12 months beginning approximately 1 month prior to the start of informal hearings. Said website is to contain all information listed on the final property record card.

# **L. BUILDING COST SCHEDULES**

## 1. General

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

## 2. Types of Cost Schedules

### a. Residential

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

### b. Commercial

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

c. Industrial and Special Structures

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

d. Farm

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

3. Depreciation Schedules

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

4. Schedules for TOWNS

The CONTRACTOR shall supply and leave for the TOWNS, not less than four (4) copies of all appraisal schedules. Appraisal schedules are all tables, factors, models and model descriptions that were employed in the PROJECT to process value estimates as required in the section of this CONTRACT entitled "Appraisal Specifications". A draft copy of these appraisal schedules shall be turned over to the ASSESSORS upon approval of the schedules by the ASSESSORS. These schedules shall be in the form of a bound manual and shall be the same schedules used in the CAMA system.

**III. APPRAISAL SPECIFICATIONS**

**A. APPRAISAL OF LAND**

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

1. Land Value Study

Land shall be valued on the basis of an analysis of all sales data occurring during the three-year period prior to October 1, 2014 (or such other reasonable period as deemed necessary by the ASSESSORS). The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the ASSESSORS. 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 TOWNS. All factors affecting the final values of land shall be considered, such as location, zoning, utilities, size, vacancy, form of ownership, non-conforming uses, zoning variances and other factors.

2. Land Value Committee

The CONTRACTOR shall consult with an advisory Land Value Committee consisting of three individuals appointed by the Assessors if sufficient sales are unavailable or neighborhood delineations are questionable.

The CONTRACTOR shall prepare land unit values by square foot, acreage, front foot, or fractional acreage; whichever in the judgment of the CONTRACTOR and ASSESSORS most accurately reflects the market for the appraised land. The CONTRACTOR shall develop all necessary table and charts for the valuing of land. These charts shall be prepared according to the standard appraisal practices and subject to the approval of the ASSESSORS.

3. Land Value Map

The CONTRACTOR shall delineate the land value units on all streets and acreage in the **TOWNS** on a suitable map to be provided by the TOWNS. The land value map shall be returned to the TOWNS prior to the completion of the PROJECT, also providing it in GIS format in Arc view, with overlays of neighborhoods.

4. Land Value Data Report

The CONTRACTOR shall prepare a written report summarizing its findings with respect to the values of the various categories of land, together with supporting statistical documentation in the form of comparable sales within an acceptable time period. Where comparable land sales are not available from within the TOWNS, the CONTRACTOR shall use the allocation and abstraction methods to set land values.

5. Neighborhood Delineation

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

6. PA 490; Farm, Forest and Open Space

The CONTRACTOR shall be responsible for determining the use value for all land. The ASSESSORS shall provide the CONTRACTOR with land rates for property classified under PA 490 as Farm, Forest, and Open Space. The CONTRACTOR shall aid the ASSESSORS in the process of applying these land rates to all such designated parcels. The CAMA system shall be capable of generating and maintaining both market values and use values.

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

The CONTRACTOR shall make a listing of physical construction details of all

residential buildings and structures and all structural improvements appurtenant to residential property in the TOWNS, on proper forms as previously covered in these specifications.

1. Interior Inspections

a. The CONTRACTOR shall guarantee to make a careful inspection of the complete interior of at least 97% of all sold properties excluding those wherein the owner refuses permission to inspect, in accordance with subsection c., below. The CONTRACTOR shall verify all sales with the owner and code them as useable or non-useable transactions. Useable transactions are defined as “arms-length” sales and do not include foreclosures, family sales, auction sales

Interior inspections shall be complete. Information taken at the door is unacceptable. It shall be noted on the record card if the data collector is not allowed to view any portion of the property, and the reason why. Information taken at the door and presented as an interior inspection may be cause for cancellation of the CONTRACT as misrepresentation.

Properties, whose owners have not answered letters requesting an appointment for inspection in accordance with Section III.B.1.f., will also be excluded from the total number of properties in computing the 97% figure.

For each property above the allowable 3%, which is not properly inspected, the ASSESSORS may assess a penalty of one hundred dollars (\$100.00) to be deducted from the contract price.

b. The data collector shall have each interior inspection verified, including the date of the inspection, by having an adult owner or resident of each building or dwelling unit sign the data collection form. At no time shall any employee of the CONTRACTOR enter any structure, which is occupied solely by a minor. A minor is defined as any individual less than 18 years of age.

c. When entrance to a building for an inspection is refused, the data collector shall make note of the fact and within two (2) working days, notify the ASSESSOR of the fact in writing, giving the facts as to the time of the visit and if possible, the name of the party refusing entrance and other pertinent information. The ASSESSORS shall review the situation, and if she shall be unable to gain the cooperation of the party involved, he shall so notify the CONTRACTOR, and they shall proceed to estimate the value of the building on the basis of facts ascertainable without entry and make adequate notations of the lack of cooperation, and the manner of arriving at value, conspicuously on the property record card.

d. The data collection form, CAMA system, and final property record card shall indicate the initials of the data collector and the date(s) of the inspection(s).

e. Where necessary, the CONTRACTOR shall make two (2) call backs, of which one must be on a weekday between 5:00 PM and 8:00 PM, or on a Saturday. The time and date at which the call back was made shall be duly noted on the data collection form by the data collector making such a call back.

f. If after two (2) call backs, contact was not established with a property owner, a notification letter approved by the ASSESSORS, shall be mailed by the CONTRACTOR, notifying the property owner that the representatives of the CONTRACTOR were not able to make contact, and requesting that within a prescribed time limit the property owner contact the CONTRACTOR, by telephone or mail, for alternative arrangements for the inspection of the property. The CONTRACTOR shall investigate all returned mail for current and/or corrected addresses, and re-mail such notices. If the property owner does not arrange for and keep an appointment for interior and exterior inspection of the property by the CONTRACTOR it shall be considered a refusal, and the Assessors shall be notified. If the Assessors are not so notified the property shall be counted as “not inspected” not as “refused”. The CONTRACTOR shall at no time during the revaluation refuse to inspect any property when the property owner has made a request.

g. The CONTRACTOR must provide the ASSESSORS with bi-weekly status reports as to the percentage of interior inspections with signatures that have been obtained in relationship to the total number of properties that have been inspected.

h. The CONTRACTOR shall be required to submit a detailed quality control program within 2 weeks of the start of data collection. The quality control must address both the accuracy and validity of the data. This program should include some form of data recollection to assure the quality of the data being collected. This program must also include comprehensive reporting system and be approved by the ASSESSORS. The CONTRACTOR may be required to work in conjunction with a quality control consultant, hired and paid for by the TOWNS.

## 2. Exterior Inspection

a. The perimeter of all improvements shall be carefully and accurately measured.

b. All buildings and improvements shall be measured to the nearest one-foot.

c. An outline sketch, prepared to scale, shall be made. Sketches shall be entered into the database, after an onsite inspection of the property has been executed. Sketches for buildings not adaptable to electronic sketching shall be drawn to the same previously used on the grid areas of the card, and shall conform to standard appraisal sketching techniques. Sketches shall be uniform, neat, accurate, and legible. Sketches to scale must be part of the property record card.

d. Physical data of the parcel shall be recorded at the site.

e. The CONTRACTOR shall update all physical data including outline sketch, on the PROJECT CAMA System.

## 3. Review

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

The properties shall be reviewed for classification, final value, and to assure that their value is correlated to comparable properties. The ASSESSORS shall be notified of the

dates of reviewing and be entitled to accompany the reviewer during this phase of the revaluation.

#### 4. Pricing and Valuations

a. Pricing and valuations of all land and buildings must reflect the fair market value as of October 1, 2014, and shall be done from and in accordance with the previously approved manuals and schedules.

b. The final valuation shall be the fair market value of the land, buildings, and other improvements, as they exist on October 1, 2014. The final valuation shall be determined after a correlation of (1) replacement costs of the buildings and improvements, less depreciation from all causes plus the market value of the land, (2) comparable sales approach and (3) income approach where applicable. All factors affecting the value of the property shall be noted on the property record card (field card). All factors affecting the value of the property shall be noted on the property record card.

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

Each individual selling price shall then be adjusted to reflect differences in the sales dates and physical descriptions to arrive at an adjusted selling price for each sale.

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

c. Prior to the mailing of the assessment notices, the CONTRACTOR'S project manager (supervisor) shall review the final values, computed by the CONTRACTOR, with the ASSESSOR to ensure that the ASSESSOR is prepared to accept the CONTRACTOR'S work. The ASSESSOR shall make the final judgment on the final value. If deemed to be unacceptable, the values shall be corrected or revised by the CONTRACTOR as required or specified by the ASSESSOR.

#### 5. Building Permits

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

#### 6. Incomplete Construction

The CONTRACTOR shall provide the ASSESSOR, with a report of all property record cards that have incomplete improvements on the October 1, 2014 GRAND LIST. The

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

7. Sales-valuation Analysis

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

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

1. General

All commercial, industrial, public utility and special purpose buildings shall be inspected, classified, priced and reviewed in the same manner as residential properties as set forth previously in these specifications, except that the dimensions of all buildings shall also include the height, which shall be recorded on the property record card. In addition, the ASSESSORS may accompany the CONTRACTOR and be an active participant during the inspection, and appraisal of all commercial, industrial, public utility and special purpose property.

2. Description

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

3. Income Approach

Income and expense data gathered by the TOWNS 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 TOWNS. All information filed and furnished with the M-58 report shall not be a public record and is not subject to the provisions of Section 1-19 (Freedom of Information) of the Connecticut General Statutes. From these returns and other data sources, such as field investigations and interviews, the CONTRACTOR will establish market or economic rent and expenses for income producing properties. The CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors, and appraisers to ensure their accuracy. When the rates and methods have been approved by the ASSESSORS, the CONTRACTOR shall perform the income approach using both actual and economic income and expenses.

4. Yard and/or Site Improvements

All yard improvements shall be listed and valued separately.

5. Narrative Appraisal Reports

Field cards shall include a building-by-building component description of construction and of fixed equipment taxable as real estate, showing individual replacement value, sound value and depreciation for each. All yard improvements shall be listed individually and shall be priced and depreciated separately. A plot plan showing each building in its proper location, drawn to scale, shall be included in this report.

6. Country Place condominium, Bidwell Village, & Kenyon Falls in Coventry

A separate summary report shall be provided for Country Place, and Bidwell Village. This report shall summarize the appraisal methodology used to determine individual unit values within the association. The report shall include a description of all common area, a copy of the declaration, a copy of the by-laws and plot plans for the entire properties.

7. Building Permits

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

8. Incomplete Construction

The CONTRACTOR shall provide the ASSESSORS, with a report of all property record cards that have incomplete improvements on the October 1, 2014 GRAND LIST. The property record card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date.

Sales Analysis

Sales analyses of commercial properties shall be made in the same manner and for the same purposes as prescribed for residential properties. Any additional requests for sales analyses by the ASSESSORS shall also be performed.

Review

A final review and inspection shall be made in the same manner and for the same purposes as prescribed for residential properties. The reviewer shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible.

Final Review of Values

The CONTRACTOR'S review shall review in the field all parcels after value generation. The final valuation shall be the fair market value of the land, buildings, and other

improvements as they exist on October 1, 2014. The final valuation shall be determined after a correlation of (1) replacement costs of the buildings and improvements, less depreciation from all causes plus the market value of the land, (2) comparable sales approach and (3) income approach where applicable. All factors affecting the value of the property shall be noted on the property record card (field card). All factors affecting the value of the property shall be noted on the property record card.

#### **D. CONTROL AND QUALITY CHECKS**

##### **1. Field Checks**

It is the TOWNS' opinion that an error, no matter the significance, may cause an opinion of no faith. Therefore, the CONTRACTOR shall develop a system of quality control to ensure the highest degree of accuracy before, during, and after field inspections.

Within 4 weeks of the start of data collection and on a weekly basis thereafter, the CONTRACTOR shall submit to the ASSESSORS reports generated through the CAMA systems for review. These reports shall show all manner of information collected by data collectors, including sketches, whether there was an interior inspection or not, and outbuilding information. These reports will be reviewed by the CONTRACTOR for quality control prior to their submission to the ASSESSORS.

- a. The ASSESSORS' office shall spot check, properties picked at random, against the TOWNS' existing record cards, or in the field. Any property found to have one or more of the following discrepancies shall be verified, either by the ASSESSORS, the CONTRACTOR, or both at no additional cost to the TOWNS: any structure or addition whose dimensions differ by two (2) feet or more, any omitted structures, any omitted additions, any addition whose description differs (e.g., existing records show a wood deck, and the new listing shows an enclosed porch), any property inspected by the CONTRACTOR whose listing lacks features (e.g., fireplaces, finished basement, bathrooms), currently listed on the existing records.
- b. The listing of any property, whose owner's response to the data mailer indicates a discrepancy, shall be verified, by re-inspection if necessary. The CONTRACTOR shall notify the ASSESSORS, in writing, of each reported discrepancy and the action taken by the CONTRACTOR e.g.; corrects inaccurate information, or no change, and reason why.

##### **2. Data Entry**

The CONTRACTOR shall develop a system, which shall be approved by the ASSESSORS to verify for accuracy all data entry including, but not limited to, re-entry, spot checks, and error reports.

##### **3. Valuation**

During the course of the project the ASSESSORS may review selected random properties for consistent valuation. The ASSESSORS may, at his/her discretion, change any value arrived at by the CONTRACTOR. In such instance the ASSESSORS shall note his or her initials on the record card as the reviewer.

#### **IV. RESPONSIBILITIES OF THE TOWNS**

##### **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 ASSESSORS and all decisions as to proper valuations shall rest with the ASSESSORS.

##### **B. COOPERATION**

The ASSESSORS, TOWNS, and its employees will cooperate with and render all reasonable assistance to the CONTRACTOR and its employees.

##### **C. ITEMS FURNISHED BY THE TOWNS**

The TOWNS shall furnish the following:

###### **1. Maps**

The TOWNS shall furnish two (2) sets of the most up to date TOWN Tax Maps that are currently available showing streets, and property lines and boundaries. In addition the TOWNS shall furnish the CONTRACTOR with copies of all property splits, mergers, and subdivisions approved or recorded after the date of the most recent map update.

Before commencement of data collection, each parcel on the legal file/administrative file must be located and matched with the TOWNS' tax maps. A list of all discrepancies between the legal file/administrative file and the tax maps shall be submitted to the ASSESSORS together with recommendations for correcting such discrepancies. The CONTRACTOR must implement the recommendations approved by the ASSESSORS.

The CONTRACTOR shall be responsible for updating and maintaining the maps in their possession with all new property splits, mergers, and subdivisions.

###### **2. Land Dimensions**

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

###### **3. Zoning**

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

###### **4. Database**

The TOWNS will make available a database of current property accounts which shall include: a) unique ID number, b) Map/Lot number, c) total acreage, d) current owner, deed volume, deed page, and deed date, e) prior owners, deed volume, deed page, and deed date (if applicable), f) structure type, g) structure age.

5. Property Transfers

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

6. Building Permits

The TOWNS shall make available copies of all building permits issued during the course of the revaluation project up to October 1, 2014.

7. Income and Expense Forms

The TOWNS shall make available all copies of the Income and Expense information (Form M-58) received by the TOWNS for the 2011, 2012, and 2013 filing periods. All information filed and furnished with the M-58 report shall not be a public record and is not subject to the provisions of Section 1-19 (Freedom of Information) of the Connecticut General Statutes.

8. Signing of Communications

The TOWNS shall sign, by the ASSESSORS, communication to be mailed at the CONTRACTOR'S expense, for the purpose of contacting a property owner for inspection of the property.

9. Mailing Address

The TOWNS shall make available through the ASSESSORS' or Tax Collectors' Office the current mailing address and other relevant data that exists on the administrative program for all property owners.

10. Office Space

The TOWNS shall furnish to the CONTRACTOR sufficient office space necessary to carry out the terms of this contract. There will also be space provided for meetings and conducting the informal hearings. These accommodations will be provided at no charge to the CONTRACTOR throughout the duration of the PROJECT. The CONTRACTOR is responsible for telephone service, including installation.

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

1. Review sheets

Within 4 weeks of the start of data collection and on a weekly basis thereafter, the CONTRACTOR shall submit to the ASSESSORS reports generated through the CAMA systems for review. These reports shall show all manner of information collected by data collectors, including sketches, whether there was an interior inspection or not, and outbuilding information. These reports will be reviewed by the CONTRACTOR for quality control prior to their submission to the ASSESSORS.

## 2. Appraisal Reports

Regular periodic delivery of appraisals, as completed, and in accordance to a schedule agreeable to the ASSESSORS shall be turned over to the ASSESSORS for review. All appraisals of buildings either complete or under construction, shall be completed as of October 1, 2014. All completed and/or corrected records shall be turned over to the ASSESSORS as of January 15, 2015. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of October 1, 2014.

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

## 3. CAMA System

The CAMA system shall be installed on the TOWNS' computer system by September 3, 2013 and shall be available to the ASSESSORS. The system shall include both the CAMA software and manuals. The CONTRACTOR shall update property appraisal data on the CAMA system installed on the TOWNS' computers at least monthly as completed. The complete software system (including all bridges and links) is to be installed, tested and completely operational no later than October 1, 2014.

# **VI. SOFTWARE SPECIFICATIONS**

## **A. GENERAL REQUIREMENTS**

### **1. Computer Assisted Mass Appraisal System**

The CAMA system shall provide a comprehensive means to produce computer generated, defensible values for real property within a data base management environment. The CAMA system provided to the TOWNS shall be based on sound appraisal methodology coupled with sophisticated systems analysis and design to give the TOWNS capability to maintain a current, accurate and equitable assessment list for all properties, at a reasonable cost. The CAMA system shall include valuation capability for all classes of property including residential, commercial, industrial, and public utility. It should provide the three (3) approaches to value: Market, Cost, and Income. In addition, the CAMA system shall have value override capability for any or all of the three approaches.

The CAMA system shall store and display the data that is collected for each parcel on both screens and reports. Also, the system should support the creation and analysis of separate inventory and sales history data files; store and apply factors and values to calculate cost, market and income estimates of value; generate sales ratio reports and support the valuation aspects of maintenance activities, such as parcel splits, building permits, deletions of combined lots and transfers. The system should support the valuation data for residential, commercial, industrial, public utility, exempt and vacant

land parcels. Special properties such as condominiums should be accommodated as well. With regard to annual assessment maintenance, the system should offer the option of pricing any additions or new outbuildings through the cost approach, and adding the depreciated value to the market or income generated solution. The software should be user friendly with respect to on-line data maintenance, intelligent output reports, user-controlled edit features, and cost, market, and income tables and factors which can be updated for future year revaluations or statistical revaluations.

The CONTRACTOR shall be required to perform all the necessary data processing functions. The CONTRACTOR shall be required to submit an installation schedule, with benchmark installation dates for all major features of the CONTRACTOR'S software. The CONTRACTOR must have the ability to interface with the TOWNS' existing administrative software. All costs related to interfacing, bridging, etc. shall be the responsibility of the CONTRACTOR.

The CAMA system shall have the capability of generating values and the statistics assumed therein to a statistical property revaluation as specified in the regulations of The Office of Policy and Management.

## **B. SOFTWARE CODE AND DOCUMENTATION**

As delivered to the TOWNS, the software system shall include at least one (1) technical manual with codes and technical documentation, and at least (3) user manuals or user information and instruction. The CONTRACTOR shall install, at no additional cost to the TOWNS, all information on all system enhancements and software upgrades available from the CONTRACTOR through January 31, 2015, and shall provide all accompanying information including revisions to technical and user manuals.

All cost directly related to the CAMA software should be broken out, including:

1. Software license fees. If several modules with separate license fees are offered, please list each one separately.
2. Charges, if any associated with application customization. How much time is typically allocated for customization, and at what cost?
3. Warranty and maintenance fees. Are upgrades included in the maintenance fees? If not, what is the charge for upgrades?

## **C. REQUIRED FUNCTIONS AND FEATURES FOR THE CAMA SYSTEM**

1. Security devices to restrict access to various fields or with restriction also for inquiry only status as opposed to inquiry and update status.
2. Multi-user access to parcels via multiple keys, such as street address, owner name, map/lot, list number, and permanent parcel ID number.
3. Multi-user access for on-line parcel data updates, deletions, and additions.
4. Multi-user inquiry capability on all parcel information for ongoing assessment administration, equalization, and development of appraisals.
5. Concurrent processing of multiple tasks without evident performance degradations.
6. On-line screens lay out to follow the flow of the property record card used for the reappraisal and logical groupings of data on the property record card.
7. A module for sales history and sales-assessment ratio analysis, including at least mean, weighted mean, median, range, and coefficient of dispersion.

8. A maintenance function producing audit trail reports showing the before and after status of data maintained, and the responsible person, time and date of the maintenance, to provide total accountability for the system. Such reports could be for all types of changes or for any selected types of changes.
9. Be able to price, and re-price the entire property file, a selected range, or an individual parcel using cost, income, or market approaches to value.
10. Be able to maintain both market and use values simultaneously.
11. Summary reports of the data collected and added to the inventory file, and value review change summaries to enable the monitoring of value changes in the field or during hearings. Assessor overrides and the reasons for changes shall be included in these summary reports.
12. File maintenance reports with file status summaries.
13. A Grand List Module conforming to the statutory requirements.
14. Be Library or table-driven to allow for easy changes to data items, data codes, and edits.
15. A module to interface with GIS software, including photos and sketches.
16. Be able to display, print, and update, a selected range, or any individual parcel a visual database.
17. Capability to price partially heated, air conditioned and/or unfinished areas. Unfinished areas shall not be included in calculations for total living area. Table driven adjustments are preferred.
18. Be able to generate any type of building sketches regardless of shape or size. Sketches must be easily convertible to a graphic format such as .jpg.
19. Be able to calculate square foot of living area from entered sketch based on floor area, story height data and/or building sections with dimensions and story height.
20. Be able to calculate area and generate value for  $\frac{1}{2}$ ,  $\frac{3}{4}$ ,  $1\frac{1}{2}$ , or  $1\frac{3}{4}$  story structures.
21. The CAMA system shall be capable of printing property record cards (field cards) with all data including sketch, GIS information, and property images.
22. Report generating capabilities including: assessment change impact analysis providing detail and summary information by property class, building type or style, age, size, grade, and neighborhood. Capabilities to modify edit programs. Capability to print a taxpayer mailer of selected physical inventory characteristics.
23. Query module capable of generating selective data export, or reports based upon user defined criteria to any electronic medium.
24. Summary reports for transfers which must include property address, map/lot, new owner's name, new owner's mailing address, transfer date, volume/page, list number and permanent parcel ID. The report may be sorted by any of the selected items and for periods of time.
25. Technical documentation and user documentation. (User documentation preferable on-line "Help" screens in addition to the required manual).  
The CONTRACTOR shall provide the TOWNS (in tape, disk, or whichever medium is requested by the TOWNS) a "backup" copy of the complete CAMA system for recovery purposes only.
26. Have an intuitive and self directing public access component to be used by the general public.

The TOWNS shall consider the CAMA system software a trade secret of the CONTRACTOR and shall take all steps necessary to protect the confidentiality of that software. The CONTRACTOR agrees to provide software patches and replacement updates as soon as possible after notification of any software errors reported to the CONTRACTOR through January 31, 2015

#### **D. DESIRABLE FUNCTIONS AND FEATURES**

1. Appropriate flags available in the system to identify parcel activity, such as permit work.
2. Ability to use database with other available software (such as “Excel”) to enhance report and analysis capability.
3. Capability for user customization by certain ASSESSORS’ Office staff; includes capability for customization of menus, data input screens and formats and other aspects of the program-user interface environment; customization of reports and other forms of output with regard to creation, formatting, inclusions and other aspects; inclusion of user accessible macro/program language which allows certain users to create and customize program functions (as opposed to being limited to key-stroke macros).
4. Capability to build independent sales file. Multiple sales for a parcel can be maintained as well as multiple years. On-line maintenance can access both parcel file and sales file.
5. File architecture that allows the addition of other fields or the expansion of other features that may be added by the TOWNS in the future.
6. Copy feature for duplicating identical record information to multiple parcels e.g., subdivided parcels.

#### **E. TRAINING**

Structured training sessions provided for the ASSESSORS’ Office staff to guarantee they achieve a sound understanding of the operation of the CAMA system. The ASSESSORS shall stipulate in writing that each training phase has adequately addressed the ASSESSORS’ Office staff needs in learning the skills required for each phase. The CONTRACTOR shall submit a formal schedule for training. The training on the CONTRACTOR’S CAMA system shall begin as soon as the original input data phase.

#### **F. DELIVERY AND WARRANTY OF SOFTWARE SYSTEM**

The ASSESSORS and the CONTRACTOR shall agree upon a schedule of delivery for the software system including but not limited to, the database, bridging procedures, the initial data conversion, and the various software modules. This agreement shall correspond as closely as possible with the “Summary of Pertinent Dates” and the “Completion Dates” sections of these CONTRACT SPECIFICATIONS. It is clearly understood that no later than October 1, 2014, the complete software system (including all bridges and links) is to be installed, tested and completely operational. If the CONTRACTOR does not achieve that completion date, the CONTRACTOR shall be subject to a penalty payment of \$1,000.00 dollars per day.

The CONTRACTOR’S software system in all its features and modules shall perform as specified in all of the CONTRACTOR’S published materials and manuals relating hereto. Failure of the software system to so perform, after October 15, 2014 and prior to January 4, 2015 shall also be cause for the imposition of \$500.00 per day penalty as described in the next section.

## **G. PERFORMANCE CRITERIA**

When the software system is installed and completely operational, the CONTRACTOR shall certify this to the ASSESSORS. Following such certification, which must have been preceded by significant ASSESSORS' staff training by the CONTRACTOR and delivery of user manuals to the ASSESSORS, the system with all of its modules and features shall be available to the staff of the ASSESSORS in the ASSESSORS' computer. If the system does not operate successfully when operated in accordance with the CONTRACTOR'S specifications and instructions, during the period following the CONTRACTOR'S certification of installation, the CONTRACTOR shall have ten (10) working days to meet the standard of performance specified in the CONTRACTOR'S specifications and instructions. If the CAMA system does not successfully operate, as of the eleventh day, the CONTRACTOR shall be subject to the \$500.00 per day as penalty for each such occurrence after October 15, 2013. If such failures of the CAMA system to successfully operate occur more than five (5) times after October 15, 2013 and prior to January 4, 2014, the TOWNS may at its sole discretion, in addition to the penalty already noted, exercise any of the following options:

1. Require the CONTRACTOR to make any or all necessary modifications, at no extra cost to the TOWNS, and to continue the PROJECT.
2. Terminate the CONTRACT as provided in the Termination section of the CONTRACT SPECIFICATIONS.
3. Pursue any other legal remedy.

## **H. SOFTWARE MAINTENANCE**

Software maintenance must be available as part of an ongoing system support agreement.

## **I. COST APPROACH MODULE SPECIFICATIONS**

### **1. General**

This system should include data management and cost valuation components for all types of construction. It should produce a valuation document showing the replacement cost calculations on each property, the appraiser's adjustments and final value determination. The module should access a maintainable table of replacement cost formulas and depreciation schedules which are keyed to a structure code (indicating what the improvement was built as or designed to be used for). It should provide for correlation of the cost approach with the market through the use of economic condition and function obsolescence. The CONTRACTOR shall prepare for usage in the PROJECT, both as computer table file and in manual form, as hereinafter specified, depreciation schedules and replacement cost schedules that shall reflect the unit-in-place method based upon the square foot area of buildings. These schedules shall be used in computing the replacement cost in the TOWN of all types of construction. They shall reflect all direct and indirect cost of construction. Before final acceptance they shall be proven by testing against known sales. All finalized schedules shall be approved by the ASSESSORS before adaptation and usage by the CONTRACTOR.

### **2. Type of Cost Schedules**

- a. Residential: A square foot cost schedule shall include schedules for various classifications, types, models and story heights normally associated with residential buildings. A minimum of five (5) house grades is required. Additional grades if required shall be determined by a survey of various construction types within the TOWNS. The base specifications shall reflect the building customs and practices found within the TOWNS. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for heating systems, central air conditioning, bathrooms, built-in appliances, modernized kitchens, fireplaces, basements, porches, breeze-ways, attached and unattached as well as basement garages and schedules for other building improvements usually found on residential property (swimming pools, gazebos, hot tubs, decks, patios, garages, barns, sheds, tennis courts, greenhouses, etc.). Schedules shall cover buildings with ground area from 25 to 25000 square feet.
- b. Commercial, Apartment, Industrial, Special Purpose and other Structures: Cost schedules, charted for structures of 100 square feet or more, and shall be based on square foot costs for various classes, occupancy types and quality of buildings together with modifiers for deviations from the standard. Costs shall include all direct and indirect costs. Modifiers and refinements for various construction components may be on a square foot or a unit-in-place basis and should include, but not be limited to, adjustments for heating, cooling, sprinklers, elevators, multi-story, story height, size/shape, etc.

3. Depreciation Schedules

Depreciation schedules and methods to be used in determining the amount of depreciation or obsolescence (physical, functional or economic) shall reflect the normal and accepted depreciation rates of various constructions, according to classification, age and condition. These schedules or methods shall cover all types of construction, and shall be approved by the ASSESSORS.

4. Requested Functions and Features

- a. The system must compute value estimates based on standard appraisal methodology (acceptable by the International Association of Assessing Officers and the Appraisal Institute) with clear documentation for non-automated value computations and defense of values.
- b. All cost schedules and depreciation schedules are to be approved by the ASSESSORS. Three (3) complete copies of these schedules are to be delivered to the ASSESSORS.
- c. The basic residential classification system must identify property within frame type, quality class and floor area, as a minimum.
- d. The component costs must be easily understood in terms of replacement cost new, depreciation and land rate schedules.
- e. The system must provide for on-line updating of data management file with the cost estimates. This includes the capability in the years following the revaluation of pricing any new outbuildings through the cost approach and adding the depreciated value to the market or income generated solution. This function shall offer increased versatility after the revaluation.
- f. The system software must be adaptable to time and location indices as well as possible neighborhood adjustment tables.

- g. The depreciation tables shall be developed using comparable sales and observed condition methods.
- h. The cost approach must be capable of calculating a cost value estimate by both the square foot method and a segregated unit-in-place method.
- i. The land pricing function should utilize Computer-Assisted Land Pricing tables to provide location and land-use indexing for mass updating of land values.
- j. The system shall be required to provide cost approach estimates on selected parcels, groups of parcels, or the entire file.
- k. Computer cost values for key field should be stored on a value history file or record. These would include RCN of each structure, RCNLD of each structure, land value, physical depreciation by structure and functional/economic depreciation by structure.
- l. The cost estimates shall be fully integrated with the market approach subsystem to develop reports to study depreciation schedules, land rate schedules, neighborhood factors, date of sale adjustments and certain cost adjustment factors.
- m. Cost schedule additions should not require program modifications. New codes must be able to be added by updating cost schedules and data management libraries.

## **J. MARKET APPROACH MODULE SPECIFICATIONS**

The market approach must provide for data screening, segmented analysis, market model generation, model evaluation, value predictions, comparable selection, and adjustment of comparable and field review reports.

The market module should produce market value estimates using comparable sales. It should include the ability to extract sold properties from the master file and build a sales history file for sales analysis purposes. For each improved residential property to be valued, the system should select from the sales history file, several (3-5) comparable properties which have recently sold. The selected sales shall be those which most closely resemble the subject. The comparable properties would be chosen from the same neighborhood or area similar to that of the subject.

Each individual selling price shall be adjusted to reflect the difference from the subject property characteristics and time. A weighted estimate of market value shall be determined from the adjusted selling price of the comparables, giving the most weight to the most comparable sale. A measure of dispersion of the various estimates shall be calculated and printed on the review documents as a guide to the reviewer/ASSESSORS.

For properties for which the market approach and the cost approach are the appropriate appraisal methods, the system shall allow for a correlation by the review appraiser/ASSESSORS who shall choose the final value estimate from the cost approach, the market approach, or arrive at a separate value estimate based on the information available. The final value, its source, the identification of the review appraiser/ASSESSORS and override reason code shall be entered on the database.

The system shall maintain a sales history file to be used for market valuation. The system should provide the ability to perform an appraisal-to-sale or an assessment-to-sale ratio analysis by neighborhood, property class, or value strata. Summary statistics should include the aggregate, mean and median ration, the range and the coefficient of dispersion.

The system should include the ability to analyze sales ratio statistics by neighborhood and/or neighborhood group as well as class. This should provide the necessary information to make comparisons between classes and locations and identifying categories with significant differences in value level or variance. These categories can then be checked to determine if adjustments are required.

#### **K. INCOME APPROACH MODULE SPECIFICATIONS**

The income approach module contained in the system should perform valuation by income capitalization. All income producing real property and all apartment properties containing seven or more apartments shall be appraised by the income approach. Income modules for various types of income producing property shall be maintained by the system and applied consistently to each property with the appropriate characteristics. The CAMA system shall provide the review appraiser/ASSESSORS with the capability to model the market place(s) by physical characteristics, construction type, use, etc. for income-producing properties. Information pertaining to income and expense shall be obtained by the ASSESSORS on forms approved by the State of Connecticut. The CONTRACTOR shall enter in, and utilize, this information in the income approach module of the CAMA system provided. From these forms and other data sources, the CONTRACTOR shall establish market or economic rents and expenses for income producing properties. The CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for various classes of property. All confidential income and expense data described in this section shall become the property of the TOWNS.

The mortgage-equity technique or the discounted-cash flow technique shall be utilized. When the rates, factors, methods and techniques have been approved by the ASSESSORS, the CONTRACTOR shall make appraisals of all income producing properties, subject to the approval of the ASSESSORS, with the CAMA system in accordance with the Connecticut General Statutes.

The review appraiser/ASSESSORS shall be presented with a review document which allows the correlation of all appropriate valuation approaches. The review document shall list the physical characteristics of the subject, the cost data previously described, the market approach previously described (if sale data exists), and two unique values for the property through the income approach; one income value is to be generated from actual income and market expense data for the subject property; the other, from market income and market expenses for properties of that type. The review appraiser/ASSESSORS shall then be able to correlate the available data and select a value estimate based on the information available. The final value, its source, the identification of the review appraiser/ASSESSORS, and an override reason code shall be entered on the database.

The software package must meet the current CAMA Grant (Connecticut General Statute 12-62f) requirement of the Office of Policy and Management of the State of Connecticut (including those functions and features considered optional for the CAMA grant).

## **VII. VISUAL DATABASE**

### **A. GENERAL**

The CONTRACTOR shall provide and install a visual database which must be available on all work stations in the ASSESSORS' office. The visual database shall include images and sketches of all improved properties, and shall be capable of capturing multiple images of each structure or series card on an individual parcel and shall be fully integrated with the CONTRACTOR'S CAMA system. The system should be web based and exportable to the Town or regional GIS system including conversion of all images and sketches.

All images shall be taken during normal daylight, and shall not be obscured by shadow, rain, snow, haze, smoke, or fog. No images shall be taken earlier than 1 hour after sunrise and no later than 1 hour prior to sunset. For optimum visibility all images shall be taken when the deciduous trees are free from leaves and when the ground is free from snow.

### **B. DELIVERABLES**

No later than December 01, 2014 the completed visual database shall be installed on the CAMA system.

At the completion of this PROJECT the CONTRACTOR shall provide all necessary equipment needed for the ASSESSORS to update the database as necessary, including 1 digital camera as described in I.E.

### **C. UPDATES**

The Visual Database shall be completely updateable, either by individual property or by selectable range. The database shall be complete and up-to-date as of October 1, 2014 including all new construction, either partial or complete.

### **D. QUALITY CONTROL**

Within two weeks of the start of property imaging the CONTRACTOR shall submit to the ASSESSORS a plan for quality control. This plan should include some process of review to check for image clarity, brightness and visibility. Any partial, obstructed, out of focus, or otherwise unclear image shall be retaken. Prior to the conclusion of the PROJECT the CONTRACTOR shall notify the ASSESSORS in writing of any structure that cannot be imaged due to unavoidable obstructions.

### **E. TRAINING**

The CONTRACTOR shall provide structured training sessions for the ASSESSORS' office staff to guarantee they achieve a sound understanding of the operation of the imaging system and operation of the update equipment. The ASSESSORS shall stipulate in writing that each training phase has adequately addressed the ASSESSORS' Office staff needs in learning the skills required for each phase. The CONTRACTOR shall submit a formal schedule for training to the ASSESSORS.

F. SPECIAL REQUEST

Any changes to this contract must be listed separately with reference to page and section.

APPENDIX A

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS; that \_\_\_\_\_  
(Name of Subcontractor)  
a \_\_\_\_\_ Corporation with principal offices located  
at \_\_\_\_\_ as Principal (hereinafter "Subcontractor"), and \_\_\_\_\_ as  
(Address) (Name of Surety Company)  
Surety, a \_\_\_\_\_ corporation with home offices located at  
\_\_\_\_\_  
(Address) (hereinafter "Surety"), are held and firmly bound unto THE TOWN OF  
COVENTRY, COVENTRY CONNECTICUT, (hereinafter "Obligee"), in the sum of \_\_\_\_\_ for  
the payment whereof the Subcontractor and Surety bind themselves, and their respective heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Subcontractor has by written agreement dated \_\_\_\_\_ entered into a  
subcontract with Obligee for the performance  
of \_\_\_\_\_ (hereinafter the Subcontract work:), for and  
at the \_\_\_\_\_ (hereinafter the "Project") located in \_\_\_\_\_ in  
(Name of Project) (Address)  
accordance with Drawings and Specifications prepared by \_\_\_\_\_ which  
subcontract is by reference made a part hereof, and is hereinafter referred to as the "Subcontract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if  
Subcontractor shall promptly make payment to all claimants as hereinafter defined, for all labor  
and material used or reasonably required for use in the performance of the Subcontract,, then this  
obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the  
following conditions:

- 1) A Claimant is defined as one having a direct contract with the Subcontractor or with  
a subcontractor of the Subcontractor for labor, material, or both, used or reasonably  
required for use in the performance of the Subcontract, labor and material being  
construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone  
service or rental of equipment directly applicable to the Subcontract.
- 2) The above named Subcontractor and Surety hereby jointly and severally agree with  
the Obligee that every claimant as herein defined, who has not been paid in full  
before the expiration of a period of ninety (90) days after the date on which the last of  
such claimant's work or labor was done or performed, or materials were furnished by  
such claimant, may sue on this bond for the use of such claimant, prosecute the suit

to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

3) No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Subcontractor, shall have given written notice to any two of the following: The Subcontractor, the Obligee, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same registered mail or certified mail, postage prepaid, in an envelope addressed to the Subcontractor, Obligee or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which Subcontractor ceased Work on said Subcontract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- 4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, the Subcontractor and Surety have hereunto caused this Bond to be duly executed and acknowledged as set forth below this            day of            , 20

\_\_\_\_\_  
(Name of Subcontractor)

ATTEST:

By: \_\_\_\_\_  
(Officer)

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, Surety  
(Name of Surety Company)

ATTEST:

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_

**Note: An original Power of Attorney bearing same date as Bond must be attached.**

APPENDIX A

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS; that \_\_\_\_\_  
(Name of Subcontractor)  
a \_\_\_\_\_ Corporation with principal offices located  
at \_\_\_\_\_ as Principal (hereinafter "Subcontractor"), and \_\_\_\_\_ as  
(Address) (Name of Surety Company)  
Surety, a \_\_\_\_\_ corporation with home offices located at \_\_\_\_\_  
(Address)  
(hereinafter "Surety"), are held and firmly bound unto THE TOWN OF  
MANSFIELD, MANSFIELD CONNECTICUT, (hereinafter "Obligee"), in the sum of  
\_\_\_\_\_ for the payment whereof the Subcontractor and Surety bind themselves, and their  
respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, Subcontractor has by written agreement dated \_\_\_\_\_ entered into a  
subcontract with Obligee for the performance  
of \_\_\_\_\_ (hereinafter the Subcontract work:), for and  
at the \_\_\_\_\_ (hereinafter the "Project") located in \_\_\_\_\_ in  
(Name of Project) (Address)  
accordance with Drawings and Specifications prepared by \_\_\_\_\_ which  
subcontract is by reference made a part hereof, and is hereinafter referred to as the "Subcontract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if  
Subcontractor shall promptly make payment to all claimants as hereinafter defined, for all labor  
and material used or reasonably required for use in the performance of the Subcontract, then this  
obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the  
following conditions:

- 5) A Claimant is defined as one having a direct contract with the Subcontractor or with a subcontractor of the Subcontractor for labor, material, or both, used or reasonably required for use in the performance of the Subcontract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Subcontract.
- 6) The above named Subcontractor and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full

before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

- 7) No suit or action shall be commenced hereunder by any claimant:
- d) Unless claimant, other than one having a direct contract with the Subcontractor, shall have given written notice to any two of the following: The Subcontractor, the Obligee, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same registered mail or certified mail, postage prepaid, in an envelope addressed to the Subcontractor, Obligee or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - e) After the expiration of one (1) year following the date on which Subcontractor ceased Work on said Subcontract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - f) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- 8) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, the Subcontractor and Surety have hereunto caused this Bond to be duly executed and acknowledged as set forth below this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Name of Subcontractor)

ATTEST:

By: \_\_\_\_\_  
(Officer)

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_, Surety

(Name of Surety Company)

ATTEST:

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_

**Note: An original Power of Attorney bearing same date as Bond must be attached.**

## **ADDENDUM**

- 1) Pre-Bid Conference: May 15, 2013 at 10 a.m. the Coventry Town Hall Annex. Annex is located to the rear to the Coventry Town Hall at 1712 Main Street; Coventry, Connecticut.**
- 2) Questions may be submitted by mail or FAX (860-742-8911) prior to the Pre-Bid Conference on May 15<sup>th</sup>. These questions should be in writing to the attention of the Assessor.**
- 3) A demonstration of the software being proposed in this bid will be scheduled after bids are opened for the most qualified proposals at the invitation of the TOWN.**

**(SAMPLE)**

**CONTRACT**  
**THE ASSESSMENT UPDATE OF TAXABLE AND EXEMPT REAL PROPERTY  
LOCATED WITHIN THE CORPORATE LIMITS OF  
THE TOWN OF COVENTRY, CONNECTICUT  
EFFECTIVE OCTOBER 1, 2014**

This agreement, made this \_\_\_ day of \_\_\_\_\_ 2013 by and between the Town of COVENTRY, a municipal corporation, located in the County of Tolland, State of Connecticut, hereinafter termed the TOWN, acting by and through its Town Manager, John A. Elsesser, having been so duly authorized, and \_\_\_\_\_ hereinafter termed the CONTRACTOR.

WITNESSETH THAT:

WHEREAS, the TOWN, through its Assessor, plans to undertake a complete reappraisal and revaluation of all real property located within the corporate limits of the TOWN; 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 advalorem values for assessment purposes,

NOW, THEREFORE, the TOWN and the CONTRACTOR, for the consideration and under the conditions hereinafter set forth, hereby agree as follows:

**1. EMPLOYMENT OF CONTRACTOR**

The TOWN hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to make a complete reappraisal and revaluation of all taxable real and non-taxable real property located within the corporate limits of the TOWN and to perform all the services and furnish all the records, software, hardware, materials, forms and supplies required by and in complete accordance with the Contract Specifications, a copy of which 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 procedures of the TOWN, and pertinent court decisions.

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

**2. COMMENCEMENT AND COMPLETION DATES**

- A. The CONTRACTOR agrees to commence the work on or before JUNE 24, 2013 and must continue in a diligent manner so as to ensure completion within the schedule of completion dates as set forth in the Contract.

- B. The CONTRACTOR agrees to begin informal public hearings on or before November 17, 2014
- 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 CONTRACTOR'S services to be performed, the software, operating systems, databases to be delivered; records, materials, forms and supplies to 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.

**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, and 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.

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

**5. INDEMNIFICATION AND CONDITIONS**

A. The CONTRACTOR is an independent contractor and, as such, is not and shall not be construed to be an agent or employer of the Town of COVENTRY. The CONTRACTOR further agrees to indemnify, hold harmless and defend the TOWN at the CONTRACTOR'S expense from and against any and all liability for loss, damage or expense for which it may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this Contract, or costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this Contract.

B. Upon execution of this contract, and thereafter no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to this contract, the CONTRACTOR shall deliver to the TOWN a certificate(s) of insurance to show compliance with the specifications.

C. Each policy of insurance shall be issued by financially responsible insurers duly licensed to do business in the State of Connecticut. The insurers shall be reasonably acceptable to the TOWN and shall have an A.M. Best Company rating acceptable to the Town.

D. Each policy of insurance shall include a waiver of subrogation in favor of the TOWN and shall provide no less than thirty (30) days notice to the TOWN in the event of a cancellation or change in conditions or amounts of coverage.

E. The CONTRACTOR will promptly notify the TOWN of any claim or case formally brought against the CONTRACTOR within 30 days of such filing.

F. The CONTRACTOR'S Software License Agreement is attached hereto and made a part thereof as Attachment B.

**6. MISREPRESENTATION OR DEFAULT**

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

**7. CANCELLATION**

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

If the CONTRACTOR fails to perform the Contract in accordance with its terms, or if the TOWN reasonably doubts that the CONTRACTOR'S work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the Contract Specifications and any addendum thereto, the TOWN shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the CONTRACTOR and its surety bonding company, to declare the contract in default and thereby terminated, and to award the Project or the remaining work thereof, to another contractor. If this termination clause is invoked, the CONTRACTOR'S agents and employees shall, at the Assessor's direction vacate in an orderly fashion the office space provided by the TOWN, leaving behind all records, properly filed and indexed, as well as other property of the TOWN. Any funds held by the TOWN under the Contract shall become the property of the TOWN to the extent necessary to reimburse the TOWN for its costs in obtaining another contractor and supervising the transition. Termination of the Contract and retention of funds by the TOWN shall not preclude the TOWN from bringing an action against the CONTRACTOR for damages or exercising any other legal, equitable, or contractual rights the TOWN may possess in the event of the CONTRACTOR'S failure to perform.

IN WITNESS HEREOF THE TOWN OF COVENTRY, CONNECTICUT AND

\_\_\_\_\_  
Have executed this contract on the date first above-mentioned.

IN THE PRESENCE OF:

TOWN OF COVENTRY, CONNECTICUT  
By

\_\_\_\_\_  
John A. Elsesser  
Town Manager

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

(Title)\_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
Duncan J. Forsyth Esq. Town Counsel

\_\_\_\_\_  
Date

**(SAMPLE)**

**CONTRACT**  
**THE ASSESSMENT UPDATE OF TAXABLE AND EXEMPT REAL PROPERTY  
LOCATED WITHIN THE CORPORATE LIMITS OF  
THE TOWN OF MANSFIELD, CONNECTICUT  
EFFECTIVE OCTOBER 1, 2014**

This agreement, made this \_\_\_\_ day of \_\_\_\_\_ 2013 by and between the Town of MANSFIELD, a municipal corporation, located in the County of Tolland, State of Connecticut, hereinafter termed the TOWN, acting by and through its Town Manager Matthew Hart, having been so duly authorized, and \_\_\_\_\_ hereinafter termed the CONTRACTOR.

WITNESSETH THAT:

WHEREAS, the TOWN, through its Assessor, plans to undertake a complete reappraisal and revaluation of all real property located within the corporate limits of the TOWN; 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 advalorem values for assessment purposes,

NOW, THEREFORE, the TOWN and the CONTRACTOR, for the consideration and under the conditions hereinafter set forth, hereby agree as follows:

**1. EMPLOYMENT OF CONTRACTOR**

The TOWN hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to make a complete reappraisal and revaluation of all taxable real and non-taxable real property located within the corporate limits of the TOWN and to perform all the services and furnish all the records, software, hardware, materials, forms and supplies required by and in complete accordance with the Contract Specifications, a copy of which 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 procedures of the TOWN, and pertinent court decisions.

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

**2. COMMENCEMENT AND COMPLETION DATES**

- A. The CONTRACTOR agrees to commence the work on or before JUNE 24, 2013 and must continue in a diligent manner so as to ensure completion within the schedule of completion dates as set forth in the Contract.

- B. The CONTRACTOR agrees to begin informal public hearings on or before November 17, 2014
- 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 CONTRACTOR'S services to be performed, the software, operating systems, databases to be delivered; records, materials, forms and supplies to 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.

**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, and 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.

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

**5. INDEMNIFICATION AND CONDITIONS**

A. The CONTRACTOR is an independent contractor and, as such, is not and shall not be construed to be an agent or employer of the Town of MANSFIELD. The CONTRACTOR further agrees to indemnify, hold harmless and defend the TOWN at the CONTRACTOR'S expense from and against any and all liability for loss, damage or expense for which it may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this Contract, or costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this Contract.

B. Upon execution of this contract, and thereafter no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to this contract, the CONTRACTOR shall deliver to the TOWN a certificate(s) of insurance to show compliance with the specifications.

C. Each policy of insurance shall be issued by financially responsible insurers duly licensed to do business in the State of Connecticut. The insurers shall be reasonably acceptable to the TOWN and shall have an A.M. Best Company rating acceptable to the Town.

D. Each policy of insurance shall include a waiver of subrogation in favor of the TOWN and shall provide no less than thirty (30) days notice to the TOWN in the event of a cancellation or change in conditions or amounts of coverage.

E. The CONTRACTOR will promptly notify the TOWN of any claim or case formally

brought against the CONTRACTOR within 30 days of such filing.

F. The CONTRACTOR'S Software License Agreement is attached hereto and made a part thereof as Attachment B.

**6. MISREPRESENTATION OR DEFAULT**

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

**7. CANCELLATION**

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

If the CONTRACTOR fails to perform the Contract in accordance with its terms, or if the TOWN reasonably doubts that the CONTRACTOR'S work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the Contract Specifications and any addendum thereto, the TOWN shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the CONTRACTOR and its surety bonding company, to declare the contract in default and thereby terminated, and to award the Project or the remaining work thereof, to another contractor. If this termination clause is invoked, the CONTRACTOR'S agents and employees shall, at the Assessor's direction vacate in an orderly fashion the office space provided by the TOWN, leaving behind all records, properly filed and indexed, as well as other property of the TOWN. Any funds held by the TOWN under the Contract shall become the property of the TOWN to the extent necessary to reimburse the TOWN for its costs in obtaining another contractor and supervising the transition. Termination of the Contract and retention of funds by the TOWN shall not preclude the TOWN from bringing an action against the CONTRACTOR for damages or exercising any other legal, equitable, or contractual rights the TOWN may possess in the event of the CONTRACTOR'S failure to perform.

IN WITNESS HEREOF THE TOWN OF MANSFIELD, CONNECTICUT AND

\_\_\_\_\_  
Have executed this contract on the date first above-mentioned.

IN THE PRESENCE OF:

TOWN OF MANSFIELD, CONNECTICUT  
By:

\_\_\_\_\_  
Matthew Hart  
Town Manager

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

(Title) \_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
Dennis O'Brien, Esq. Town Counsel

\_\_\_\_\_  
Date