# Request for Proposals for Reappraisal and Revaluation Services

Complete Reappraisal and Revaluation of all taxable and exempt real property.

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Section

# 1. Request for Proposals

# 1.1 Purpose

The purpose of this Request for Proposals (RFP) is to receive competitive proposals for the complete revaluation and reappraisal of all taxable real property and exempt real property within the TOWN of North Stonington, Connecticut.

# 1.2 Issuing Office

This RFP is issued by the TOWN of North Stonington Selectmen's Office. This contract is exempt from taxation.

# 1.3 Definitions

As used in this RFP, the word, "**TOWN**" shall mean the Town of North Stonington, Connecticut. The word "**Assessor**" shall mean the duly appointed Assessor of the Town of North Stonington, Connecticut. The word "**PROJECT**" shall mean the revaluation of all taxable real property and tax-exempt real property in the Town of North Stonington for assessment purposes. The word "**CONTRACTOR**" shall mean the individual, individuals, partnership, company or corporation to whom the Town of North Stonington shall award the contract for the completion of the PROJECT called for according to the hereinafter listed specifications.

# 1.4 Scope of Revaluation

The PROJECT shall be for the complete reappraisal and revaluation of all taxable real property and exempt real property within the corporate limits of the TOWN, as described below.

- 1. All taxable real estate, land, buildings, and improvements.
- 2. All exempt real estate, land, buildings, and improvements.
- 3. All public utility land and buildings.
- 4. All taxable and exempt real estate to have an updated digital photograph

The effective date of this revaluation PROJECT shall be on the Grand List of October 1, 2020 and the pricing and valuation by the successful CONTRACTOR of all land, buildings, and property under the contract shall reflect fair market value as of October 1, 2020. All work to be carried out in this PROJECT and all forms, materials, and supplies utilized in this PROJECT shall conform to and be executed in accordance with the requirements of the Secretary of the Office of Policy and Management and the Connecticut General Statutes pertaining hereto, and shall be subject to the direct supervision and approval of the Assessor.

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 appraising. The overall revaluation shall conform to the standards established by the Office of Policy and Management and all paperwork required to prove conformance shall be submitted by the CONTRACTOR to the Office of Policy and Management with written acceptance by the Office of Policy and Management less the 10% retained for defending values in court.

The CONTRACTOR shall value all newly constructed improvements created prior to October 1, 2020 or those incomplete as of this valuation date, and these parcels shall be included in the contract price and valued in the same manner as stated above, and as provided hereinafter.

The successful CONTRACTOR shall furnish all labor, materials, supplies and equipment and perform all work for the PROJECT in strict accordance with the hereinafter listed RFP and accompanying Technical Specifications.

#### 1.5 Nature of Service Required

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

#### 1.6 Ownership of Proposals and Subsequent Products

All proposals in response to this RFP are to be the sole property of the TOWN, and subject to the provisions of Section 1-19 of the Connecticut General Statutes (Freedom of Information).

Any product, whether acceptable or unacceptable, developed under the contract awarded as a result of this RFP is to be the sole property of the TOWN unless stated otherwise in the RFP or contract.

#### **1.7 Pertinent Dates**

The timing and sequence of events resulting from this RFP will ultimately be determined by the TOWN. Proposed pertinent dates are listed below:

1.) Release of RFP	June 3, 2019
2.) Closing Date for Inquiries	June 17, 2019
3.) Submission of Proposals	
4.) Selection of Contractor	July 15, 2019
5.) Project Commencement	August 1, 2019
6.) Project Completion *	May 31, 2021

\* Through Board of Assessment Appeals Hearings

#### 1.8 Inquiries

Inquiries should be addressed to:

Darryl L. Del Grosso, CCMA II Assessor 40 Main Street North Stonington, CT 06359 Voice: (860) 535-2877 Ext. 23 Fax: (860) 535-4554 e-mail: ddelgrosso@northstoningtonct.gov

All questions may be submitted in writing, citing the particular specifications section in question, or may be asked and answered over the phone. Questions affecting the RFP and accompanying specification requirements or potentially affecting other candidate contractors will be distributed to all registered candidate contractors by addenda, as necessary.

# 1.9 Proposal Preparation and Submission

Interested companies should submit an original plus two (2) copies of their proposal to the TOWN by 3:00 p.m. on July 1, 2019, addressed to:

Selectmen's Office Town of North Stonington 40 Main Street North Stonington, CT 06359

Cost Proposals shall be submitted on the provided form, and shall be signed by an authorized agent of the CONTRACTOR.

All Proposals must be submitted in a sealed, opaque envelope clearly marked so as to guard against opening prior to the appointed time. The outside of the envelope must be marked with:

- 1.) Name of the CONTRACTOR
- 2.) Address of the CONTRACTOR
- 3.) Words "PROPOSAL DOCUMENTS REVALUATION"
- 4.) Date of the Proposal

If mailed, the sealed, opaque envelope containing the proposal shall be marked as stated above and shall be enclosed in another envelope properly addressed for mailing. Faxed responses are not acceptable.

# 1.10 Oral Proposals Presentation and Demonstration

Oral presentation may be requested at the option of the TOWN; selection may be based solely on the proposals received.

At the option of the TOWN, a company may be asked to demonstrate its proposed methods. Such demonstration would be held at the company's facility at a mutually agreed upon time and date.

# 1.11 Notification of Award

- 1) It is the intention of the TOWN, within twenty (20) days after the proposal opening, to act on the award of a contract for the revaluation PROJECT.
- The successful company will be advised by the TOWN through a letter of intent to enter into a contract. Other companies will be notified in writing of the TOWN'S decision.
- 3) The CONTRACTOR shall, within twenty (20) days after receipt of notice of acceptance by the TOWN of its proposal, execute with the TOWN the contract upon the basis of this RFP and Technical Specifications for Reappraisal and Revaluation. If the selected CONTRACTOR fails to execute the contract within the said twenty (20) days, the TOWN is then free to select another company.
- 4) The TOWN reserves the right to accept that proposal which the TOWN and the Assessor deem to be in the best interest of the TOWN whether or not it is the lowest dollar amount.
- 5) Consideration in the awarding of the CONTRACT will be given to price, experience and competence of the CONTRACTOR, the nature and size of the CONTRACTOR'S organization and familiarity with the area, also the quality of similar projects it has performed and completed in the past and a determination by the TOWN that the CONTRACTOR has the ability to complete the work.

# 1.12 Project Commencement

The revaluation work may be started at the convenience of the CONTRACTOR, but not later than fifteen (15) days after the execution of the contract.

# 1.13 Liability

The TOWN will not be held liable for any costs incurred by the company for work performed in the preparation of the proposal. The TOWN reserves the right to:

- 1) reject any or any part of all proposals received in response to this RFP;
- waive or modify minor irregularities or informalities in proposals received after prior notification and concurrence of the company;

- utilize any and all ideas submitted in proposals received unless those ideas are covered by legal patent or proprietary rights;
- 4) adapt all or any part of the company's proposal;
- 5) amend the specifications after their release, up to five (5) working days prior to the date for submission of proposals.

# 1.14 Bonding

The CONTRACTOR shall, to insure the faithful performance by the CONTRACTOR of the terms of this contract, furnish to the TOWN a performance surety bond in the amount of this contract, which bond shall be issued by a bonding company authorized to do such business in the State of Connecticut. Said bond shall be in a form satisfactory to and approved by the town's attorney. The performance bond shall be delivered to the TOWN five (5) working days prior to commencement of actual work. This bond shall include the appeal requirements of these specifications. It is understood and agreed that, upon the completion of the approved delivery to the Assessor of the Revaluation PROJECT, and subsequent approval, the performance bond shall be reduced to ten percent (10%) of the value of the contract to cover the defense of any appeals as described below. This reduced amount of bond shall become effective after the Revaluation PROJECT has been completed and has been approved by the Assessor and after the completion of the duties of the Board of Assessment Appeals. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the Grand List of October 1, 2020.

#### 1.15 Insurance

The CONTRACTOR shall deliver the insurance documentation to the TOWN five (5) working days prior to the commencement of actual work and shall be in a form satisfactory to and approved by the town's attorney.

The CONTRACTOR shall, at its own expense, provide and keep in force appropriate insurance and to further indemnify the TOWN, as follows:

Insurance Language:

The CONTRACTOR shall provide the TOWN with certification, by a properly qualified representative of the insurer, that the CONTRACTOR'S insurance complies with this section.

All of the insurance policies required shall have designated the legal company name of the insurer providing coverage, and contain the current rating of the insurer as provided by "Best's Insurance Reports." The CONTRACTOR is obligated to maintain insurance required under section 1.15.2 and subsection 1.15.2.1 of this section for the duration of the contract and to provide satisfactory evidence of same, beyond the termination, cancellation, or expiration of this agreement. This obligation applies to coverage written on an occurrence as well as a "claims made" basis.

Insurance under Section 1.15.2, Subsection 1.15.2.1 and Section 1.15.3 must provide for a thirty (30) day written notice to the TOWN of cancellation, non-renewal, termination, or any restrictive amendment.

The Certificate of Insurance should state whether coverages are written on an occurrence basis or a "claims made" basis. All insurance must maintain that the TOWN is an additional insured on each policy, (with the exception of Worker's Compensation and Employer's Liability). Such insurance must be issued by insurance companies licensed to write insurance in the State of Connecticut.

The TOWN, its officers, officials, employees and volunteers are to be covered as insured, as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied, or used by the CONTRACTOR, or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the TOWN, its officers, officials, employees, and volunteers.

The CONTRACTOR'S insurance coverage shall be primary insurance as respects the TOWN, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by the TOWN, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

# 1.15.1 Workers Compensation and Employer's Liability

Worker's Compensation must be provided in full accordance with the Connecticut Worker's Compensation Laws of the State of Connecticut.

Should a CONTRACTOR be involved in operations requiring coverage under special State or Federal Acts, such as Maritime or Railroad, the CONTRACTOR must provide evidence of this coverage. Should a CONTRACTOR be exempt from Worker's Compensation Laws of the State of Connecticut, or any other State or Federal requirements, evidence of such exemption must be provided to the TOWN and a "hold harmless" agreement provided in language satisfactory to the TOWN holding it harmless in the event of any claim for injury or damages.

Before entering into the contract for the PROJECT, the successful CONTRACTOR must comply with all aspects of Section 31-286a of the Connecticut General Statutes, including providing the TOWN with a current statement from the State Treasurer that to the best of his/her knowledge and belief as of the date of the statement, the CONTRACTOR or any of his/her subcontractors was not liable to the State for any Worker's Compensation payments made pursuant to Section 31-355 of the Connecticut General Statutes.

Contract documents will not be signed until the statement has been provided by the CONTRACTOR.

# 1.15.2 General Liability

The CONTRACTOR shall carry public liability and property damage insurance naming the TOWN as the "insured" on all policies to save the TOWN harmless and to completely indemnify the TOWN against all claims and damages with the below limits for bodily injury and for property damage. A certificate shall be provided to the TOWN, a minimum of five (5) working days prior to commencement of actual work and shall be in a form satisfactory to and approved by the town's attorney.

General liability insurance shall be written under commercial or comprehensive form including the following: (Premises/Operation, Products/Completed Operations, Contractual, Independent CONTRACTOR'S, Broad Form Property Damage and Personal Injury.)

1.	Bodily Injury	\$1,000,000 each Occurrence \$3,000,000 Policy Aggregate/BI
2.	Property Damage	\$1,000,000 each Occurrence \$3,000,000 Policy Aggregate/PD
3.	Combined Single Limit	Bodily Injury/Property Damage \$2,000,000 Policy Aggregate
4.	Products/Completed Op	eration

Aggregate Limit-Combined BI/PD \$2,000,000

The TOWN requires that these aggregate limits be maintained by the CONTRACTOR as required. It is the responsibility of the CONTRACTOR or his/her representative to notify the TOWN if ever or whenever the policy limits go below those required above. If the aggregate limits include defense costs, the TOWN should be so notified.

1.15.2.1 "Claims Made" Basis Requirements

General Liability - Written under commercial or comprehensive form including the following items: (Premises/Operation, Products/Completed Operations, Contractual, Independent CONTRACTOR'S, Broad Form Property Damage, or Personal Injury.)

The limits will remain the same as for policies submitted on an "occurrence" basis.

The TOWN requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or be coincident with the Contract's inception.

The TOWN requires prompt and immediate notice of the following:

- 1) Erosion of any aggregate limits
- 2) Advance of any retroactive dates
- 3) Cancellation or non-renewal The TOWN must have thirty (30) days notice

The TOWN requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the TOWN is necessary and the TOWN retains its right to require that an extended reporting period be invoked by the CONTRACTOR at his/her expense. The TOWN requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the inception of the Contract.

If the retroactive date is moved, or if the policy is canceled or not renewed, the CONTRACTOR must invoke the tail coverage option, at no expense to the TOWN but rather at the expense of the CONTRACTOR, in order to adequately ensure that the policy meets the above requirements.

# 1.15.3 Automotive Liability

The CONTRACTOR must provide coverage for commercial or comprehensive automobile liability, (vehicular), covering any auto, all owned autos, (private passenger), all owned autos, (other than private passenger), hired autos and non-owned autos.

1)	Bodily Injury -	One Person Per Occurrence Policy Aggregate	\$1,000,000 \$1,000,000 \$3,000,000		
2)	Property Damage	One Accident Per Occurrence Policy Limit	\$1,000,000 \$1,000,000 \$3,000,000		
3)	Combined SL	BI/PD	\$3,000,000		

# 1.15.4 Professional Coverage

Evidence of professional coverage for the operations of any professional employees of the CONTRACTOR scheduled to work on this PROJECT must be provided. This coverage provides for claims arising against the CONTRACTOR caused by a negligent act or error or omission while acting within his/her contracted capacity. The TOWN is not asking to be endorsed onto this policy, but evidence of this coverage and the limits of such coverage must be provided to the TOWN.

# 1.15.5 Indemnity

The CONTRACTOR and subcontractors will indemnify and hold harmless the TOWN and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting from; or to any type of pollution and or environmental impairment into or upon the land, the atmosphere or any course or body of water that is above or below ground; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Certificates of Insurance must be received by the TOWN'S Selectmen's Office, five (5) working days prior to the commencement of actual work.

#### 1.15.6 Hold Harmless

While the TOWN has reserved the right to review and screen the personnel to be employed by the CONTRACTOR in performance of this contract, this in no way shall be construed as to make the TOWN liable for any acts of such personnel, and in no way shall it relieve the CONTRACTOR from full responsibility for all acts of its employees, and the CONTRACTOR agrees to protect and save the TOWN harmless for any and all claims which may be made concerning same.

#### 1.16 Revaluation Certification

At the time of submission of the proposal to the TOWN and through the completion of all work herein after required, a valid Connecticut Revaluation Certificate, pursuant to Section 12-2c of the Connecticut General Statutes shall be required. Each proposal submitted shall include a copy of the CONTRACTOR'S Connecticut Revaluation Company Certificate and copies of the Connecticut Revaluation Employee Certificates for the personnel assigned to this PROJECT.

#### 1.17 Completion Dates for Real Estate Valuation

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

- 1) Completed street cards with all measurements and listing information must be turned over to the Assessor, by July 31, 2020.
- 2) Property Inventory Mailer sent out and all corrections made by August 30, 2020.
- **3)** Pricing, review, and final valuation must be turned over to the Assessor by September 16, 2020.
- **4)** Assessment notices addressed and prepared for mailing by October 11, 2020 (CONTRACTOR to pay postage).
- 5) Informal hearings to begin no later than October 31, 2020 to end no later than November 15, 2020.
- 6) All street cards, including those for all new permits, as corrected and finalized after the informal hearings to be turned over to the Assessor no later than December 13, 2020.

Completion of the PROJECT shall not be final until both the Assessor certifies the entire PROJECT by signing the appropriate forms, and if applicable, the CONTRACTOR fulfills all requirements of any and all CAMA Grants, if available.

The completed appraisals, upon approval of the Assessor, will serve as a basis for the assessments effective on the Grand List of October 1, 2020.

# 1.18 Penalties for Real Estate Valuation Completion Failure

Failure by the CONTRACTOR to complete all work prior to the date specified herein, December 13, 2020, shall be cause for a penalty payment by the CONTRACTOR on request of the TOWN in the amount of two hundred dollars (\$200.00) per day beyond the date of completion. The CONTRACTOR may, within five (5) days upon receipt of the imposition of penalty notice from the TOWN, request a hearing before the TOWN to dispute the imposition of penalty, after which the TOWN shall decide the matter. For the purposes of this penalty only, completion of all work by December 13, 2020, is defined as follows:

- **1)** Completed street cards with all measurements, listings, pricing, review, and final valuation.
- 2) Property Inventory Mailers sent out and all corrections made.
- **3)** Assessment notices sent out, hearings completed for all those wishing to be heard, and all calculations completed and ready for the Board of Assessment Appeals.
- **4)** Written certification by the TOWN that the CONTRACTOR has fulfilled all contractual requirements of said PROJECT.

This penalty, if applied, shall be deducted from the contract price. Delays occasioned by war, strike, explosion, acts of God, or an order of court or other public authority are excluded.

This penalty, if applied, shall be deducted from the contract price. Delays occasioned by war, strike, explosion, acts of God, or an order of the court or other public authority are excluded.

# 1.19 Forms Provided by Town

Various forms are attached to this RFP for the CONTRACTOR'S use and information. The Cost Proposal form and Non-Collusion Affidavit must be completed by the CONTRACTOR and submitted as part of the CONTRACTOR'S proposal. The attached Contract form is provided to make the CONTRACTOR aware of the expected contract language and format and should not be returned or signed at the time of proposal submission. Section

# 2

# 2. Information to be Supplied by the Town

# 2.1 Town Data

The TOWN'S last revaluation was effective as of October 1, 2015. Its area is 55.0 square miles and its year 2019 population is estimated to be 5,400.

The October 1, 2018 Grand List account information is detailed below:

# APPROXIMATE NUMBER OF ACCOUNTS October 1, 2018 Grand List

# **Taxable Real Property**

<b>Description</b>	Accounts	Gross Assessment				
Residential	2229	369,175,693				
Commercial	107	45,771,502				
Industrial	18	6,839,140				
Public Utility	10	1,033,410				
Vacant Land	422	25,811,700				
Use Assessment	418	3,912,195				
Ten Mill Forest	7	15,235				
Apartment	1	132.160				

TOTAL REAL PROPERTY VALUATION

# Tax Exempt Real Property

\$452,691,035

Description	Gross Assessment
Municipal Volunteer Fire Department Sci, Edu, Hist, Char Agricultural & Horticultural Cemetery House of Religious Worship Non-Profit Organization House Used by Clergyman State Owned Facilities	\$43,862,820 293,580 4,709,885 505,750 163,380 6,896,470 2,002,630 121,170 4,201,840
Total	\$62,757,525

# 2.2 Cooperation

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

# 2.3 Items Furnished by the Town

The TOWN shall furnish the following to the CONTRACTOR:

# 1) Maps

The TOWN shall provide one set of updated TOWN tax maps, showing streets, property lines and parcel identification numbers. The TOWN shall also provide available parcel identification data for each parcel of real property including, at a minimum, all current legal information, i.e. ownership, property location, mailing address, map/block/lot number.

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# 2) Land Dimensions

The TOWN shall be responsible for providing accurate lot sizes and total acreage of all pieces of property where the tax maps or present records fail to disclose measurements or acreage.

# 3) Zoning

The TOWN shall provide current TOWN planning & zoning regulations, subdivision regulations and zoning map.

# 4) Property Transfers

The CONTRACTOR shall make available to the TOWN the street cards on a regular basis, for the updating of the information listed in Subsection 5 of this Section for all property splits and all transfers occurring after the initial owner file has been given to the CONTRACTOR for street card production.

# 5) Data Inventory

The following data: owner of record, location of property, deed references, map and lot references, age and date of construction of all buildings, if available, and lot size or amount of acreage, or any other pertinent information shall be given to the CONTRACTOR.

# 6) Building Permits

The TOWN shall make available to the CONTRACTOR, a copy of all Building Permits issued during the course of the revaluation PROJECT up to October 1, 2020. All such records shall be returned to the TOWN.

#### 7) Mailing Address

The TOWN shall provide through the Assessor's Office and/or Tax Collector's Office the current mailing address of all property owners.

#### 8) Office Space & Office Furniture

Office space, and office furniture, as available, will be provided to the CONTRACTOR for the purpose of the CONTRACTOR carrying out the terms of this contract.

#### 9) Identification

The TOWN shall furnish letters or cards of introduction and authority to inspect real estate in the TOWN.

#### **10) Signing of Communications**

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



# 3. The Proposal

The CONTRACTOR shall not make any changes to this RFP and accompanying Technical Specifications as presented and all responses to this RFP must conform to these requirements. Failure to conform may be considered appropriate cause for rejection of the response.

The following requested information shall be submitted by each company submitting a proposal. Each company may include additional information as it desires. Such material should be inserted at the end of the proposal. The proposal should be brief and concise. If the prospective company utilizes subcontractors, the prime contractor must be capable of performing service totaling at least fifty percent (50%) of the total cost of the PROJECT. If subcontractors are to be utilized, provide information as to who they may be, what they would do, their qualifications and references.

# 3.1 Company's Qualifications

Documentation pertaining to the company's qualifications shall be included with the proposal documentation submitted to the TOWN.

# 3.1.1 Certification

Each proposal submitted shall include a copy of the CONTRACTOR'S valid Connecticut Revaluation Company Certificate, pursuant to the provisions of Section 12-2c of the Connecticut General Statutes, and copies of valid Connecticut Revaluation Employee Certificates, also pursuant to the provisions of Section 12-2c of the Connecticut General Statutes, for the personnel assigned to this PROJECT.

# 3.1.2 Experience and Reputation

Each proposal submitted shall itemize the CONTRACTOR'S qualifications and experience. The CONTRACTOR shall also submit a complete client list of municipalities to which it has rendered service and the nature of those services, during the last five (5) years. At least four (4) such projects shall have been performed for a Connecticut municipality, two (2) of which must have a taxable grand list comparable to or larger than that of the TOWN. The proposal shall also include a statement showing the number of years actually engaged as a company, corporation, partnership or individual specializing in governmental property revaluation services.

# 3.1.3 Personnel

The CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements of the Equal Employment Opportunity provisions of both the federal and state governments. The CONTRACTOR shall adhere to all other legislation relating to employment procedures.

All personnel assigned to this PROJECT shall be subject to approval of the Assessor and shall be subject to removal from this PROJECT by the CONTRACTOR upon the written request of the Assessor.

# 3.1.3.1 Project Manager or Supervisor Minimal Qualifications

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 and shall have not less than five (5) years of practical appraisal experience in the appraisal of residential, commercial, industrial and farm properties.

# 3.1.3.2 Reviewers and Appraisers Minimal Qualifications

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program and shall have at least three (3) years of practical experience in Connecticut in the appraisal of particular types of properties for which they are responsible.

# 3.1.3.3 Data Collectors Minimal Qualifications

Data Collectors shall have at least one (1) year of experience and training in the applicable phase of the revaluation PROJECT. The Assessor shall be notified of each such individual's name, starting date, qualifications, and field assignments as stated in the RFP and Technical Specifications.

# 3.1.3.4 Identification

All field personnel shall carry suitable identification cards supplied by the CONTRACTOR and signed by the appropriate municipal official. Such cards shall be laminated and include a recent photograph. All motor vehicles used by field personnel shall be reported to the appropriate municipal official, giving license number, make, model, year and color of vehicle.

#### 3.1.3.5 Conflict of Interest

No resident or town employee shall be employed by the CONTRACTOR, except for clerical purposes, without prior approval of the Assessor.

# 3.2 Staffing and Office Hours

The CONTRACTOR'S proposal should be specific as to naming the Project Supervisor and other key staff that would be assigned to this PROJECT. The proposal should also state where the named Project Supervisor has previously been assigned to direct similar projects. Relate this back to the client list.

The CONTRACTOR shall maintain an office in the North Stonington Town Hall which office shall be open not less than four (4) hours per week between the hours of 9:00 a.m. and 4:00 p.m., from the commencement of work on this PROJECT through the conclusion of the public hearings. This office shall be staffed with no less than one (1) clerical person as well as other qualified and certified full-time persons so as to ensure the successful completion dates set forth in the RFP and accompanying Technical Specifications and any addenda thereto.

# 3.3 Financial Background

Consideration shall include but not be limited to the following and shall be submitted as part of any proposal.

Financial Statements: Proof, satisfactory to the TOWN, of the firm's financial stability, corporate longevity and sufficient professional capacity to handle the revaluation PROJECT for the TOWN, as defined within this RFP shall be submitted with the proposal. This information will be kept strictly confidential. It shall be clearly understood that failure to furnish satisfactory information may be considered grounds to disqualify a proposal.

Bonding: A letter from a reputable bonding company verifying that the firm can be bonded for a project of this size shall be submitted with the proposal.

Performance Bond: A surety bond of one hundred percent (100%) of the amount of the proposal, and the related Power of Attorney shall be required for the faithful performance of the contract and to indemnify the TOWN against loss, premium to be paid by the CONTRACTOR. The surety must be a substantial surety company satisfactory to the TOWN and authorized to do business in the State of Connecticut and endorsed by a local representative of such surety company. All performance bonds shall name the TOWN as obligee. The cost of the performance bond will be borne by the CONTRACTOR.

Payment Bond: A payment bond will be required if any subcontractors are utilized on this PROJECT.

The proposal shall reflect all costs required fulfilling the contract as stated and shall be considered as "not to exceed" quotations.

# 3.4 Computer File Management and Updating

The proposal should detail the procedures used, which must be Year 2000 compliant, to ensure file integrity, backup and file protection, as well as version control. These procedures should address storage methodology for files used in data collection and appraisal, communication between the Assessor and the CONTRACTOR, as well as the working and final property cards, rate charts and other reports and spreadsheets.

# 3.5 Office Staff Training

The CONTRACTOR will be responsible for training local staff in such a manner that, at the end of the PROJECT, the Assessor's Office will be knowledgeable in the operation of all phases of the valuation process. All training shall take place in the TOWN, utilizing the TOWN'S equipment. The CONTRACTOR shall provide detailed user and maintenance manuals for any software installed by the CONTRACTOR, on the TOWN'S system, as part of this PROJECT. This software may include, but not be limited to CAMA software, report writing software, personal property software, and the software created to interface the CAMA system with the administrative system used to produce the Grand List. CAMA software must interface with Quality Data Administration software. Town's CAMA is Vision Government Solutions version 8, which can/may be used.

# 3.6 Information Required on Provided Forms

Your Proposal shall be in the same format as the forms provided in this RFP and accompanying Technical Specifications.

Several forms immediately follow, which must be completed and submitted to the TOWN as part of your Proposal:

# 3.6.1 Cost Proposal Form

The attached Cost Proposal form must be completed and submitted to the TOWN. It lays out the items to be detailed in presenting your cost of the PROJECT. The CONTRACTOR should use that detailed schedule in presenting the financial breakdown. The cost proposal shall reflect all costs required for fulfilling the contract as stated. Unless otherwise noted, the TOWN will assume that the CONTRACTOR'S proposed costs can be considered as presented, as firm costs for sixty (60) days.

# 3.6.2 Non -Collusion Affidavit

The attached Non-Collusion Affidavit must be completed and submitted to the TOWN as part of your Proposal.

# 3.7 COST PROPOSAL

Return to:

Selectmen's Office

**ATTN: First Selectman** 

North Stonington Town Hall

40 Main Street

# North Stonington, Connecticut 06359

The undersigned hereby declare(s) that they (he, she) have (has) carefully examined the RFP and accompanying Technical Specifications herein referred to and will provide all direct and indirect costs required under the RFP and Technical Specifications for the following sum:

	REVALUATION/DESCRIPTION OF WORK	COST
А	Planning/Organization/Bonding	
В	Data Collection	
С	Residential Analysis & Valuation	
D	Commercial Analysis & Valuation	
Е	Residential Field Review	
F	Commercial Field Review	
G	Data Transfer from Existing Vision System to CAMA system	
Н	Hearings & Notification Procedures	
I	Board of Assessment Appeals & Completion of Duties	
J	Create Bridge between CAMA & Administrative Systems	
K	Litigation	
L	CAMA software package if change from Vision ver. 8	
1	Sub Total – Real Estate	
2	Performance Bond	
3	Insurance – All	
	Items at the TOWN'S Option	
А	Option 1: Personal Property Valuation	
В	Option 2: Personal Property Valuation Software	
С	Option 3: New Digital Imaging of all improved parcels	
4	Sub Total - Items at the TOWN'S Option	
	Total Items 1,2,3	
	Total Items 1,2,3,4	

The Contractor affirms and declares that a representative of the Contractor has visited the Town of North Stonington and is familiar with its geography, general character of housing and its commercial and industrial areas, has examined the quality and condition of the Assessor's records and has consulted with the Assessor to make himself/herself knowledgeable of those matters and conditions in the Town which would influence this proposal.

The Contractor agrees that should this proposal be accepted in writing by the Town of North Stonington said Contractor will furnish the services for which this proposal is submitted at the dollar amount indicated and in full compliance with the provisions of said RFP and Technical Specifications.

The Contractor affirms and declares that all items, documents, statements and other information as required by the RFP and accompanying Technical Specifications have been submitted herewith:

Contractor's Qualifications
Connecticut Revaluation Company Certificate
Connecticut Revaluation Employee Certificates
Client List
Company Longevity Statement
Financial Statements
Bonding Company Letter
Cost Proposal
Non-Collusion Affidavit
Other (list)

The Contractor agrees that to the Town of North Stonington is expressly reserved the right to reject any or all proposals or to accept that one of those proposals whose acceptance, in the judgment of the Town of North Stonington, will best serve the interest of the public. The contractor agrees that this proposal may not be withdrawn within sixty (60) days after the date proposals are received.

This proposal is made by:

Name of Contractor

Signature and Title

Contractor's Residence Address

State whether contractor is an individual, a partnership, or a corporation \_\_\_\_\_

(If a corporation, then the corporate seal is required here.)

If a partnership, or a corporation,

give the full names of all partners or all principal officers and manager of the corporation, with the home address and title of each.

NAME	TITLE	RESIDENCE ADDRESS

END COST PROPOSAL

# 3.8 NON-COLLUSION AFFIDAVIT

#### STATEMENT OF NON-COLLUSION

- By submission of this, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 2. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor.
- Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor, and
- No attempt had been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
- 5. A proposal shall not be considered for award nor shall any award be made where paragraphs 1 through 4 above have not been complied with; provided however, that if in any case the contractor cannot make the foregoing certification, the contractor shall so state and shall furnish with the proposal signed statement which sets forth in detail the reasons therefore. Where paragraphs 1 through 4 above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the Town determines that such disclosure was not made for the purpose of not restricting competition.

The fact that a contractor has published price lists, rates or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure.

Any proposal hereafter made hereunder by a corporate contractor for work or services performed or to be performed by goods sold or to be sold, shall be deemed to have been authorized by the board of directors of the contractor, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of the Contractor

Ву\_\_\_\_\_

Signature and Title

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_ DAY OF \_\_\_\_,2019.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

#### **3.9 CONTRACT FOR REAPPRAISAL AND REVALUATION SERVICES**

CONTRACT FOR THE COMPLETE REAPPRAISAL AND REVALUATION OF TAXABLE AND EXEMPT REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF NORTH STONINGTON, CONNECTICUT EFFECTIVE OCTOBER 1, 2020

THIS CONTRACT made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, between the **TOWN OF NORTH STONINGTON, CONNECTICUT**, (First Selectman acting as agent for the
Town) (hereafter referred to as the "Town") and
\_\_\_\_\_\_, with a principal place of business at
\_\_\_\_\_\_ (hereinafter referred to as the

"Contractor").

WHEREAS the Town, acting through Darryl L. Del Grosso, Assessor (hereafter referred to as "Assessor"), plans to undertake a complete reappraisal and revaluation of real property and personal property located within the corporate limits of the Town, as defined in the Request for Proposals and accompanying Technical Specifications for Reappraisal and Revaluation (RFP), released on June 3, 2019 and attached hereto.

WHEREAS, the Contractor is to assist the Assessor, in making such reappraisal and revaluation, representing that the Contractor is experienced and qualified to carry on such work, and is familiar with the RFP, as well as recognized appraisal practices and procedures, and with the standards required for determining ad valorem values for local property tax purposes and other work necessary to complete all tasks outlined in the RFP, as well as being capable of conducting public meetings to explain the necessary work, and to solicit critical review of the work done;

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

The Contractor hereby represents, warrants and covenants to the Town as of the date hereof the following:

- The Contractor is a corporation duly organized and existing under the laws of the State of \_\_\_\_\_;
- 2) The undersigned is authorized and empowered to execute this Contract in behalf of the Contractor by virtue of the undersigned relationship to the Contractor;
- 3) The Contractor is experienced in mass revaluation of real and personal property and in conducting public meetings, and the Contractor and its agents and employees are qualified to perform the duties contemplated under this Contract;
- 4) There are no actions, suits, proceedings or investigations pending or threatened against or affecting the Contractor at law or in equity that have been initiated by any state or political subdivision for which the Contractor has performed revaluation services during the past five (5) years, except for any such actions, suits, proceedings or investigations listed and described in writing by the Contractor on an exhibit executed by the undersigned and attached to and made a part of this Contract;

5) No statement of fact made by or on behalf of the Contractor in this Contract, in the RFP, the Contractor's proposal, or in any certificate or exhibit furnished to the Town pursuant hereto contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading.

#### 6) EMPLOYMENT OF THE CONTRACTOR

The Town hereby engages the Contractor and the Contractor hereby agrees to make a complete reappraisal and revaluation of all real and personal property located within the corporate limits of the Town, as described in the RFP, a copy of which is attached hereto as aforesaid and made a part hereof; and to perform all the services and furnish all of the labor, records, materials, forms and supplies to comply with the requirements of the RFP and the requirements of the pertinent Connecticut General Statutes, Special Acts, rulings of the Secretary of the Office of Policy and Management, local ordinances and decisions of all applicable courts.

#### 7) COMMENCEMENT AND COMPLETION DATES

A. The Contractor agrees to commence the work within fifteen (15) days after execution of the Contract. The Contractor further agrees to provide all required insurance forms, bonds, certifications and other necessary documentation a minimum of five (5) working days before the commencement of actual work.

B. The Contractor agrees to complete this work through the entire informal public hearings process, including any and all changes or corrections resulting from said hearings, on or before December 13, 2020 for real estate.

C. The Contractor agrees to adhere to the Time Schedule for the revaluation project as set forth in the RFP.

D. The Contractor agrees to adhere to the following Payment Schedule and also further detailed in the RFP:

- 1) Payments shall be made to the Contractor monthly based on the portion of work completed and reported to the Assessor during the preceding month, and based on progress reports submitted before payment is made, provided however the payment shall not exceed the calculated payment for the percentage of total work under this Contract which has actually been completed at the time payment is requested.
- 2) Upon approval by the Assessor of the monthly progress report and her determination that the work reported to her has been satisfactorily completed according to the work plan and time schedule attached to the RFP, the monthly payment shall be paid, by the Town, to the Contractor. The total amount paid on this monthly basis shall not exceed ninety percent (90%) of the total amount of the Contract.
- 3) The final ten percent (10%) of the total Contract amount shall be withheld and paid to the Contractor within thirty (30) days following the Board of Assessment Appeals completion of its duties on the October 1, 2020 Grand List, provided all other aspects of the contract have been

satisfactorily completed. If the Town is applying for a CAMA grant, final payment shall not be at the completion of the Board of Assessment Appeals, but shall be upon the approval of the Office of Policy and Management for said CAMA grant.

#### 8) CONTRACT PRICE

The Town agrees pay to the Contractor the total sum of to dollars as compensation for the Contractor's services to be performed and the records, materials, forms and supplies to be furnished by the Contractor. The sum described in the preceding sentence represents the final and complete price for all services and supplies furnished by and expenses incurred by the Contractor pursuant to this Contract, the attached RFP and to the Cost Proposal. The Contractor and the Town agree that the method of billing and payments shall be as set forth in the RFP, including fiscal limitations.

#### 9) 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 the written approval of both the Town and the Bonding Company shall, in every case, be null and void and further agrees that such approval by the Town and the Bonding Company shall not release the Contractor from any responsibility or liability as set forth in this Contract and the RFP. Nothing contained in this Contract or RFP shall be deemed to create any contractual relationship between any subcontractor and the Contractor.

# 10) SEVERABILITY

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

# 11) WAIVER

No action or failure to act by the Town shall constitute a waiver of any right or duty afforded them under the Contract or the RFP, nor shall it prohibit the Town from future exercise of any such right.

IN	WITNESS	HEREOF	the	TOWN	OF	NORTH	STONINGTON,		N, C	Connecticut		and
							have	caused	this	Contract	to	be
executed by their duly authorized officers on this date of:								, 20	19.			

IN THE PRESENCE OF:

TOWN OF NORTH STONINGTON, CONNECTICUT

Ву\_\_\_\_

Michael A. Urgo, Chief Executive Officer

(CONTRACTOR)

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

STATE OF CONNECTICUT )

) ss. North Stonington

\_\_\_\_\_, 2019

COUNTY OF NEW LONDON)

Personally appeared, **Michael A. Urgo**, acting herein as Chief Executive Officer, duly authorized of the **TOWN OF NORTH STONINGTON**, **CONNECTICUT**, signer and sealer of the foregoing instrument and acknowledged same to be its and his/her free act and deed, before me.

Commissioner of the Superior Court Notary Public My Commission Expires \_\_\_\_\_

STATE OF CONNECTICUT	
) ss COUNTY OF NEW LONDON)	,, 2019
Personally appeared	, acting herein as
, duly authorized of	
signer and sealer of the foregoing instrument and a	cknowledged same to be its and his/her free
act and deed, before me.	

Commissioner of the Superior Court Notary Public My Commission Expires \_\_\_\_\_



# 4. Public Input

# 4.1 Community Involvement

A major component of this PROJECT is community involvement. Both from the CONTRACTOR'S and the TOWN'S standpoint, revaluation concerns will be eased if the public understands the process, its goals, its benefits and its limitations. It shall be the CONTRACTOR'S responsibility to undertake the following tasks.

# 4.2 Public Relations

The CONTRACTOR shall provide reasonable assistance to the TOWN in conducting a program of public information through the press and other media, such as meeting with citizens 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 ensure this end. The Assessor shall approve all public and press releases. This program will commence prior to the data collection effort and continue on a regular basis for the duration of the PROJECT. The CONTRACTOR shall provide a qualified member of its staff for attendance at all sessions of the Board of Finance and/or Board of Selectmen, which it has been requested to attend for explanations of any part of the revaluation.

# 4.3 Conduct of Contractor's Employees

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



# 5

# 5. Project and Payment Schedules

# 5.1 **Project Schedule**

The CONTRACTOR is required to submit, before the commencement of the PROJECT and within two (2) weeks after signing the contract, a detailed performance schedule for the entire PROJECT. The performance schedule must be followed by the CONTRACTOR. No payment or compensation of any kind shall be made to the CONTRACTOR for damages because of hindrance or delay from any cause in the progress of the work, whether such hindrance or delays be avoidable or unavoidable. Any variation of the performance schedule must have the express consent of the Assessor.

The CONTRACTOR is responsible for the fulfilling all requirements stated in this Request for Proposal in a timely fashion, and in a professional and satisfactory manner. During the course of this PROJECT, the CONTRACTOR shall work cooperatively with and shall provide any reports, invoices, schedules and other information required by this RFP or requested by the TOWN.

# 5.2 Payment Schedule

Payments shall be made in the following manner:

- 1) At the end of each thirty (30) day period during the period covered by this contract, the CONTRACTOR is to certify in writing in the form of a progress report to the Assessor the percentage of the total work completed under the contract which the CONTRACTOR has performed during the said thirty (30) day period. Such report will itemize and accurately indicate the extent and nature of work performed by volume, street, category, or in any other manner required by the Assessor. The report shall also adequately account for all personnel assignments. The report shall be in duplicate with the original being submitted to the Assessor and the copy being retained by the CONTRACTOR. The report shall be sufficiently comprehensive so that the Assessor can quickly and adequately verify the progress reported. If the Assessor determines that the report is inaccurate, periodic payment shall be omitted, delayed or adjusted accordingly until satisfactory resolution of the issue.
- 2) The TOWN, upon determination by the Assessor that the certification of the CONTRACTOR concerning work during said period is accurate, will pay to the CONTRACTOR within thirty (30) days a percentage of the total compensation under this contract equal to the percentage of work certified as having been performed during said period in accordance with the schedule below, less ten percent (10%) which is to be retained by the TOWN for payment to the CONTRACTOR at such time that it has performed fully and satisfactorily all its obligations, requirements, and litigation under the contract and in accordance with Paragraph 5.4 hereafter.

# 5.3 Retainage

The TOWN shall pay the CONTRACTOR upon approval of his/her application, for the work completed, per the schedule, less ten percent (10%), as noted above. Such payments shall in no case be taken as an acceptance of the work completed, or a release of the CONTRACTOR from responsibility therefore.

# 5.4 Final Payment

The retained ten percent (10%) of the contract price is to be paid to the CONTRACTOR within thirty (30) days following the Board of Assessment Appeals completion of its duties on the October 1, 2020 Grand List and after submittal of the final application for payment, provided all other aspects of the contract have been satisfactorily completed. If the TOWN is applying for a CAMA Grant, final payment shall not be at the completion of the Board of Assessment Appeals, but shall be upon the approval of the Office of Policy & Management for said CAMA Grant.