

## **INVITATION FOR PROPOSALS**

### Legal Notice

### REQUEST FOR PROPOSALS

#### Town of Branford Reappraisal and Revaluation Services

The Town of Branford is requesting proposals for Reappraisal and Revaluation Services for All Real Property, Taxable & Exempt, the Utilization of the Vision Appraisal CAMA Software System and Utilization of a GPS Data Collection System. The proposal may be for one or more of the following components of the Revaluation Project:

- All Residential Properties
- All Commercial, Industrial and Tax Exempt Properties
- Real Estate Appraisal Services for Certain Narrative Reports
- Utilization of the most current Vision Appraisal CAMA Software System
- Utilization of a GPS Data Collection System

Sealed Proposals marked “2009 Revaluation of All Residential Property”, “2009 Revaluation of All Commercial, Industrial and Tax Exempt Property”, “2009 Real Estate Appraisal Services”, “2009 Utilization of Vision Appraisal CAMA Software System” and the “2009 Utilization of a GPS Data Collection System” will be received at the Office of the First Selectman, Town Hall, 1019 Main Street, Branford, Connecticut until 3:00 PM on July 11, 2008. Proposals will be publicly opened and read at 3:30 PM.

Proposal forms and specifications will be available from the Purchasing Agent, Selectman’s Office, Town Hall, 1019 Main Street, Branford, Connecticut, 06405 and on the Town’s Web Site at ([www.branford-ct.gov](http://www.branford-ct.gov)) on Friday, June 13, 2008. All questions should be in writing concerning this Request for Proposal and addressed to the Town Assessor at 1019 Main Street, Branford, Connecticut, 06405.

The Town of Branford reserves the right to reject any and all Proposals, to waive any informality, to make no award and to make awards in any manner that is the most beneficial to the Town.

Town of Branford  
Nancy Porto  
Purchasing Agent

**TOWN OF BRANFORD  
REPRESENTATIVE TOWN MEETING  
RULES AND ORDINANCE COMMITTEE**

*Amendment to the Code of Branford*

**APPLICABLE TO ALL REQUESTS FOR PROPOSALS INCLUDED IN THE  
LEGAL NOTICE JUNE 13, 2008 FOR THE 2009 REAPPRAISAL AND  
REVALUATION SERVICES**

**75-2 Advertising and Bids Required**

- A.1. Hereafter, all work or materials and supplies furnished to and purchased by the town, when the amount involved exceeds five thousand dollars (\$5,000), and the purchase of insurance coverage for which the annual premiums are in the amount of two thousand (\$2,000), or more shall be awarded after advertising the same in some newspaper with a general circulation in the town, to the lowest responsible bidder, with the exception that the bid may be awarded to a Branford business if its bid does not exceed the lowest bid by more than ten percent (10%), and the Branford business is willing to match the low bid, *provided, however, that this section shall not apply to projects where state or Federal funds are involved.*
2. For the purpose of this section “Branford business” shall mean a business with a place of business located within the Town of Branford. A business shall not be considered a “Branford business” unless evidence satisfactory to the Board of Selectmen has been submitted with each bid submitted by said business to establish that said business has a bona fide place of business in Branford. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.
3. If more than one Branford business bidder has submitted bids not more than ten percent (10%) higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such Branford based bidders which submitted the lowest bid.

**TOWN OF BRANFORD**

**REQUEST FOR PROPOSALS**

**REAL ESTATE APPRAISAL SERVICES**

**JUNE 13, 2008**

**Proposals Due:**

**JULY 11, 2008**

Town of Branford  
Branford, Connecticut 06405

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**Section I. INVITATION FOR PROPOSALS**

Legal Notice

REQUEST FOR PROPOSALS

Town of Branford  
Reappraisal and Revaluation Services

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Sealed Proposals 2009 Revaluation of All Residential Property”, “2009 Revaluation of All Commercial, Industrial and Tax Exempt Property”, “2009 Real Estate Appraisal Services”, “2009 Utilization of the Vision Appraisal CAMA Software System” and the “2009 Utilization of a GPS Data Collection System” will be received at the Office of the First Selectman, Town Hall, 1019 Main Street, Branford, Connecticut until 3:00 PM on July 11, 2008. Proposals will be publicly opened and read at 3:30 PM.

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The Town of Branford reserves the right to reject any and all Proposals, to waive any informalities, to make no award and to make awards in any manner that is the most beneficial to the Town.

Town of Branford  
Nancy Porto  
Purchasing Agent

**END OF SECTION**

## **Section II. INSTRUCTIONS TO PROPOSERS**

1. **General:** Sealed Proposals will be received at the Office of the First Selectman, Town Hall, 1019 Main Street, Branford, Connecticut on the date and time indicated in the "Request for Proposal".
2. **Proposals:** All Proposals must be submitted in duplicate and also on a CD in either Word or Adobe format on forms supplied by the Town and shall be subject to all requirements of the Requests for Proposals Documents, and these "Instructions to Proposers". All Proposals must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Proposal form by the Proposers.
3. Proposal documents, including the Proposal, bid bond and Error and Omission Policy shall be enclosed in a sealed envelope and clearly marked "2009 Real Estate Appraisal Services" as well as the name of the Proposer, and date and time for Proposal opening.
4. ***The Town may consider as irregular any Proposal on which there is an alteration of or departure from the Proposal form hereto attached and at its option may reject the same.***
5. **Request for Proposal Documents:** The Requests for Proposal documents shall Include the "Invitation for Proposals", "Instructions to Proposers", "Summary of Pertinent Dates", "Proposal Requirements", "Proposal Form", "Agreement Form", "RFP Submission Form", "General Conditions", "Service Req...", "Responsibility of Town", "Profile...", "Alternate Bid", "GIS System Coordination", "Exhibit A", "Exhibit B", Appendices and/or Addenda.
5. **Addenda and Interpretations:** Any request from a prospective proposer for interpretation of meaning of the requests for Proposals Documents shall be made in writing to the Assessor at 1019 Main Street, Branford, Connecticut 06405 and to be given consideration must be received at least seven (7) calendar days prior to date fixed for opening of Proposals. Interpretations will be made in form of written addenda to the Requests for Proposals Documents, which addenda shall become a part of the contract. Not later than five (5) days prior to date fixed for opening of Proposals, addenda will be faxed or mailed to all persons who obtain Requests for Proposals Documents. Failure of any Proposer to receive any such addenda shall not relieve the Proposer from any obligation under his Proposal as submitted.
6. **Conditions:** At the date fixed for opening of Proposals, it will be presumed that each Proposer has satisfied himself as to actual conditions, requirements and quantities of work; and has read and become thoroughly familiar with Requests for Proposals Documents.

7. **Bid Bond**: The Proposal must be accompanied by a bid bond which shall be equal to (10) ten percent of the bid price.
8. Proposer's Qualifications: The Town of Branford may make such investigation as deemed necessary to determine the ability of the Proposer to discharge the contract pursuant to this solicitation. The Proposer shall furnish all information requested to assist in documenting such ability. The Town of Branford reserves the right to reject any bid or portion thereof if the bidder fails to convince the Town of Branford that it is properly qualified by experience and that it has adequate resources to carry out the obligation of the contract and to satisfactorily complete the work called for herein. The Town of Branford further requires each bidder to provide an audited financial statement for the three most recent years of operation upon request. The Proposer must also include and Error and Omission Policy showing the Appraisers insurance binder showing coverage in the total amount of at least one million dollars (\$1,000,000.00).
9. Inspection of Town: All Proposers shall examine and familiarize themselves with the work required by the Requests for Proposals Documents. Submission of a Proposal shall be deemed conclusive evidence that such examination and familiarization has been made by each Proposer and shall constitute a waiver of all claims of error in the Proposal, withdrawal of the Proposal, or payment of extras, or combination thereof, under the executed contract, or any revision thereof.
10. Rejection of Proposals: The Town reserves the right to reject proposals for any reason the Town deems advisable and to award a contract, if any, to any of the Proposers of service in the sole discretion of the Town.
11. Non-Inclusive Responses: Any time required in this request for proposals that is not included in a respondent's proposal shall be specifically noted. If there are no specifically noted exclusions in the proposal it will be assumed that the Proposer accepts and understands all of the requirements of this request for proposal.
12. Award of Contract: The contract if any will be awarded by the Town of Branford to that lowest responsible Proposer whose Proposal will be most advantageous to the Town; price, qualifications, and other factors considered, subject to the Town's right to reject all Proposals. The Proposer to whom the award is made will be notified at the earliest possible date. The successful Proposer shall execute and deliver to the Town of Branford within seven (7) calendar days after notification of the award, a contract and other required documentation in such number of copies as the Town of Branford may require.

**END OF SECTION**

### **SECTION III. SUMMARY OF PERTINENT DATES**

June 13, 2008	“Request for Proposals” available at the Office of the First Selectman and on the Town’s Web Site ( <a href="http://www.branford-ct.gov">www.branford-ct.gov</a> )
July 11, 2008	Proposals received to be opened and read aloud
July 18, 2008	Contract Award
July 25, 2008	Successful Contractor responsible for all costs and possible License requirements to work with the existing Vision Appraisal CAMA Software System.
August 1, 2008	Contract Agreement Signed
August 8, 2008	Revaluation Office Setup and Secured
August 15, 2008	Town to provide successful Contractor with the Town’s DATA from the current Vision Appraisal CAMA Software System.
August 22, 2008	Preliminary Test Drive Scenario for Implementation, Installation and Utilization of Data From Successful Contractor’s file to the Town’s Vision Appraisal CAMA Software System.
September 2, 2008	Revaluation work to be commenced
September 2, 2008	Begin transfer of property ownership data from existing Vision Appraisal CAMA Software System to Contractor. (See Bullet Note Page 8)
September 15, 2008	Data Mailers to be sent to all Residential Property owners including Condominiums. (Contractor’s Expense Including Postage)
September 15, 2008	Initial training for data entry for all Appraisal Personnel.
October 1, 2008	Cover letter mailer to be sent to all Read Estate Appraisal Narrative and Summary Properties. (Contractor’s Expense Including Postage)

Completed *Narrative Appraisal Reports, Summary Appraisal Reports and such Appraisals as Contracted shall be entered* on draft property record cards (field cards) with all measurements, sketches, listings, pricing, review and final values including assessment calculations shall be delivered to the Assessor according to a schedule to be determined by the Assessor and First Selectman prior to the signing of the agreement for revaluation services.



January 30, 2009	Land Study and Land Values Review
April 7, 2009	TEST DRIVE for CAMA database integration to the Vision Appraisal CAMA Software System including but not limited to tables, sales study, sketches, measurements, listings, suggested values, video images, owners, map, block, lot, units, mailing addresses, location, construction criteria, year built, depreciations and computations
June 8, 2009	Completed Residential Data Collection (Except for current Building Permits, Certificate of Occupancy and Data Mailers)
July 3, 2009	Completed Commercial, Industrial, Tax Exempt and Public Utilities Data Collection (Except for current Building Permits, Certificate of Occupancy)
August 1, 2009	Review of Physical Inspection Analysis. (Contractor's Responsible for Analysis)
September 1, 2009	Land Study, Land Values and Sales Verification and Sales Analysis Complete (Except for September Sales & Analysis)
September 1, 2009	Building cost study and manual to be completed (Except for any economic or market adjustment factors for September 2009)
September 15, 2009	Contractor shall demonstrate to the full satisfaction of the Assessor and the First Selectman that all of the cost and valuation tables function properly and are fully compatible and able to be utilized in the most current Vision Appraisal CAMA Software System as in place in Branford and that all said valuation tables shall work fully, completely and appropriately for all phases necessary and involved with and in the 2009 Branford Revaluation including but not limited to all connections and/or bridges to the Administrative and Taxation Software Packages.
October 1, 2009	Completed Study Market Rents, Income, Expenses and Capitalization Rates and Market Adjustment Factors
October 1, 2009	100% of ALL completed appraisals delivered to Assessor
October 15, 2009	100% Function ability and processing of all 2009 Revaluation Criteria utilization completed in the Vision Appraisal CAMA Software System.
November 6, 2009	Late-completion penalty date
November 6, 2009	Assessment notices addressed and prepared for mailing (Contractor's Expense Including Postage)

November 16, 2009	Informal hearings begin
December 18, 2009	Informal hearings end
January 5, 2010	Last day for re-inspection due to informal hearings
January 12, 2010	Informal Hearing Notices Completed and Mailed (Contractor's Expense Including Postage)
January 12, 2010	Finalized street cards delivered to Assessor
January 12, 2010	Finalized Database Installed, Completed, Functioning Properly, Processing and with complete Utilization of all systems relating to 2009 Revaluation of the Town of Branford and the ability to Utilize all Revaluation Data thru the Vision Appraisal CAMA Software System

- Note: Changes affecting property cards will be provided weekly. A process is to be in place whereby the Town's personnel can verify that changes have been accurately made. Verification of the updates are to be done no later than one week after discovery.

**END OF SECTION**

## Section IV. PROPOSAL REQUIREMENTS

### 1. INTRODUCTION

The Town of Branford is soliciting proposals from qualified real estate appraisers familiar with the Branford, Connecticut real estate market to complete a series of real estate appraisal assignments as selected by the Town Assessor. There are a total of 33 individual appraisal assignments. Each assignment must have a separate proposal and appraisers may provide proposals for more than one assignment. The Town of Branford reserves the right to add additional assignments at an agreed price.

### 2. EXPERIENCE REQUIRMENTS

The Town of Branford is requiring the following appraisal experience.

Respondents must meet these requirements in order to respond to the RFP:

- A. The appraiser must possess a current State of Connecticut Certified General Real Estate Appraiser License and must be certified as a Commercial/Industrial Revaluation Appraiser. (If selected, a copy of the license will be required to be on file in the Assessor's Office.)
- B. The appraiser must have at least five (5) years of experience appraising property types listed in each lot for which a proposal is received. Samples of work completed may be required upon request of the Town.
- C. A designation from an accredited member organization of the Appraisal Foundation.
- D. The Appraiser is duly authorized to submit said Appraisals under the Laws of the State of Connecticut and the United States.
- E. The Appraiser has not been disbarred from any Local, State, or United States statute, law, ordinance or regulation.
- F. At all times the Appraiser is in compliance with all rules, regulations, Laws of the Town of Branford, State of Connecticut and United States.

### 3. APPRAISAL REPORT REQUIREMENTS

Each appraisal report must conform to the current USPAP requirements to include but not be limited to the following:

Identify the real estate:

A complete legal description of the property must be included in the appraisal report. In addition, all information provided by the Assessor's Office must be verified including land and building areas.

Identify the property rights to be valued:

Each appraisal report must provide a fee simple value estimate. If a property is currently encumbered by a lease agreement longer than one year, both the leased fee and fee simple value estimates are required.

Identify the use of the appraisal report:

The Town of Branford is soliciting appraisal reports to assist in the development of fair market values as of October 1, 2009.

Provide a definition of value and date of the value estimate:

The definition of fee simple estate must be provided in each appraisal report. A definition of leased fee estate must be provided in those reports that develop a leased fee value estimate. Each appraisal report must have an effective date of October 1, 2009. The delivery date of each report shall be October 9, 2009. Preliminary data (i.e., leases, sales) must be made available by June 29, 2009 with appropriate updates as new information becomes available. Time is of the essence.

Approaches to value:

Each report must consider the three approaches to value as defined by USPAP. In addition, each report must include a site value estimate whether or not a cost approach is developed.

Type of report:

Each written appraisal report shall be a complete self-contained report, or a complete summary report, as identified on the enclosed lists. Two copies of each appraisal report with original signatures and photographs are required. One additional computerized appraisal report or summary report with signature and photographs is required. This computerized appraisal report or summary report must be in a format scanned, indexed and attached to the updated Vision Appraisal CAMA Revaluation Field card for documented reference. Fees for additional work, consultation and testimony must be included with the original proposal.

Utilization Vision Appraisal CAMA Software System:

All pertinent data including but not limited to value computation, sketches, photographs, income and expense data, market sales, construction, structural, depreciations, assessment must be entered into most current Vision Appraisal CAMA Software System Data Base for the production of the field card to match Narrative or Summary Appraisal Reports.

Real Estate Appraisal Contractor:

Appraisal Contractor is required to work courteously with other Contractor/Contractors so that all information(including but not limited to), images, valuation and data from the Narrative and Summary Appraisal Reports are entered completely and in detail on the Vision Appraisal CAMA Software System and the result being a true 2009 Revaluation reproduction of a matched field card. This matched field card may also be able to be in a file that can be produced in house for printing to the public and also meld to the Town of Branford's Web Site. It is the responsibility of the Real Estate Appraisal Contractor to work with other Contractors involved in this 2009 Revaluation to achieve the proper results for the Town of Branford.

Utilization of a GPS Data Collection System:

All pertinent data collection thru GPS to be entered in ARC VIEW either by Contractor selected for this Proposal of Appraisal Services or thru the Utilization of Contractor awarded the Proposal of other RFP'S Applicable to this service.

4. TAXPAYER HEARINGS

The selected appraiser shall be responsible for holding informal hearings with each taxpayer/owner of the property appraised. No additional fee shall be shared for these hearings.

5. SELECTION PROCESS & EVALUATION CRITERIA

It is the intent of the Town to select the most qualified individual(s) to perform the proposed appraisal assignments based on any combination of price and experience deemed appropriate by the Town. After receipt of proposals, the Town will use the following criteria in evaluating the proposals and selecting a provider of services:

- A. Responsiveness to the RFP and substantiation of representations regarding the Proposers capabilities and professional competence to accomplish the required services.
- B. References of current clients.
- C. Experience relevant to each property.
- D. Costs.
- E. Prior experience of the Town staff with the work of the Proposers.

Upon receipt of the proposals, a Selection Committee comprised of the Assessor, Board of Assessors, First Selectman, Finance Director and Revaluation Monitor will review the proposals relative the RFP requirements and evaluation criteria described in this section. Higher rated proposals may be invited to make an oral presentation to the Selection Committee to explain their proposal and answer questions. At the conclusion of said review, the Town, in its sole and final discretion, may select the Proposer deemed adequately and professionally qualified and who in the sole and final discretion of the Town is able to provide the requisite services in the most beneficial, meritorious and cost effective manner

to the Town. Any decision by the Town shall be final and unreviewable in any manner.

Any questions from respondents shall be directed to Barbara T. Neal, Town Assessor, Town of Branford, 1019 Main Street, Branford, Connecticut, 06405. Answers to all questions received will be faxed, emailed or mailed to all interested respondents five (5) days prior to the submission deadline.

#### 6. PROPOSAL SUBMISSION INSTRUCTIONS

All Submissions shall be enclosed in a sealed envelope and clearly marked "2009 Real Estate Appraisal Services" as well as the name of the Proposer and the date and time for Proposal opening. Submissions should include information in the sequence requested below. Each submission shall include tabbed sections with the letters indicated below which shall be limited to the information described in each section. Other information may be included in the submission but not included within the tabbed sections. The Proposer shall provide two (2) copies of each proposal submitted and also a CD in either Work or Adobe format. All proposals are due on July 11, 2008 at 3:00 p.m. in the Office of the First Selectman, Town Hall, 1019 Main Street, Branford, Connecticut.

- A. Proposer name, address, telephone number and facsimile number.
- B. A brief history of the firm including identification of key principles, total company staffing, length of time in business, etc.
- C. Identification of the appraisers who will be conducting the appraisals for each property and their conformance with Section III of the RFP - Experience Requirements. The qualifications of the Appraisers should be submitted and accompanied with a description of similar work that has been completed.
- D. Three (3) references shall be provided. Each reference shall be provided with a description of the relationship, name and telephone number of the key contact. References of clients with experiences similar to the services requested in the RFP will be judged more relevant in the evaluation.
- E. A statement of the individual property fee for the services described herein submitted in the format requested by the Town (RFP Submission Form, page 13)

## 7. TERMINATION

Following the award of this request for proposals, should the Town find that the Proposer has failed in any material respect to perform its obligations under this agreement or has misrepresented its qualifications in any material manner; the Town may cancel this agreement. The Town shall notify the Proposer in writing of his/her failures within five (5) days if such correction is possible. If after the five (5) day period the Proposer fails to correct its failures to the satisfaction of the Town, the agreement will be canceled effective immediately. The Proposer shall be liable for damages for such breach including reasonably foreseeable incidental and consequential damages. Any compensation due the Proposer will be paid only in accordance with the compensation section of the RFP.

## 8. KEY PERSONNEL

The selected Proposer will be required to utilize the key personnel identified in the proposal. In the event that the personnel named in the proposal are unable to perform due to death, illness or resignation from the employment, the Town's request for removal or similar reasons, the Proposer will promptly submit the names and qualifications of proposed suitable replacements. No substitution of key personnel will be allowed without the prior approval of the Town. No resident, or Town employee or independent contractor shall be employed by the contractor without the prior written approval of the Assessor and First Selectman. Once a contract is in place, advanced notification of any proposed staff changes will be required. Approved substitution will be made at no increase in the proposed fee.

## 9. INSURANCE

The selected Proposer will be required to secure, obtain, and maintain at its own expense insurance in the forms and in the amounts specified in the Insurance Exhibit which is attached hereto and incorporated by reference herein, and to comply with all provisions therein. An Insurance Certificate shall be filed with the Town representing the coverage and limits as noted in the Insurance Exhibit with the following statement to be included on the certificate: ***"The Town of Branford is named as additional insured on the insurance coverages named herein for claims arising out of the insured's performance of the contract for revaluation services."*** All policies shall provide for written notice to the Town a minimum of thirty days prior to the expiration of coverage due to non-renewal or cancellation for any reason.

## 10. TAXES

The Town is a qualified tax-exempt institution and as such is not liable for any federal, state or local excise, sales, use, property or other taxes that the Proposer may incur as a result of this agreement.

## 11. INDEMNIFICATION

- A. The successful Proposer shall release, defend, indemnify and hold harmless the Town of Branford from any and all suits, claims, losses, damages, costs (including without limitation, reasonable attorney's fees), compensation, penalties, fines, liabilities or judgments of any name or nature for injuries or alleged injuries to person (including sickness and death) or to property (including theft or property), or financial losses, sustained or alleged to have been sustained by any person or concern, (including officers, agents, employees, servants, contractors and sub-contractors) of the Town or the successful Proposer arising or alleged to have arisen out of the negligent, grossly negligent, reckless or intentional performance or failure to perform any part of this agreement by the Proposer or by anyone acting under the supervision of the Proposer. This indemnity shall not be affected by other portions of this agreement relating to insurance requirements.
  
- B. The successful Proposer shall release, defend, indemnify and hold harmless the Town of Branford, its respective boards and commissions, officials, officers, employees, agents, representatives and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgements that may arise out of the failure of the successful Proposer, its officers, agents, employees, servants, contractors and sub-contractors or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, codes and rules and regulations of the United States of America, the State of Connecticut, the Town of Branford or their respective agencies. This indemnity shall not be affected by other portions of the agreement relating to insurance requirements.
  
- C. This section shall not be construed to require a Proposer to release, defend, indemnify or hold harmless the Town from appeals of assessments based upon the Proposer's appraisals.

## 12. COMPLIANCE WITH LAWS

The Proposer shall operate and maintain all properties and perform all of the services required in the RFP in full compliance with all appropriate federal, state and local laws and regulations.

## 13. NON-DISCRIMINATION

The Proposer in performing under this agreement shall not discriminate against any workers, employees, applicants or any members of the public because of race, creed, color, religion, age, sex, marital status, national origin, mental retardation or physical disability, including but not limited to blindness, unless it is shown by



the Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. The Proposer will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, marital status, national origin, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. The Proposer agrees that this non-discrimination clause will be incorporated in all contracts entered into by it with suppliers of services or materials, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft unions skilled labor or whom may perform any such labor services in connection with this agreement.

#### 14. CONTRACT FOR SERVICES

The Town and the Proposer expressly agree that this is an agreement for the provision of the specific services herein described; that the Proposer is to perform those services for the term set forth herein and pursuant to the provisions of this agreement that the Proposer (s) are independent contractors, not employees of the Town. For these purposes and as such, neither they nor their employees are entitled to any Town employment benefits, including without limitation, life and health insurance, vacation and sick leave, pension rights or workers compensation.

#### 15. PUBLIC INFORMATION & OWNERSHIP OF DOCUMENTS

All proposals submitted and information included therein or attached thereto shall become public records upon their delivery to the Town. All documents created by the Proposer during the completion of their contract requirements shall become the property of the Town. The Proposer understands and accepts that documents delivered to the Town are generally open and available to the public upon request.

#### 16. EXAMINATION OF DOCUMENTS

The Proposer shall thoroughly examine and be familiar with these proposal documents. The failure or omission of any Proposer to examine these documents shall in no way relieve any Proposer of obligations with respect to this Request for Proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph. The response and the Request for Proposals shall become part of any agreement by reference.

**END OF SECTION**

**Section V. PROPOSAL FORM**

Branford, Connecticut

Proposal of \_\_\_\_\_, Proposer

(Name of Proposer)

for the Reappraisal and Revaluation of All Real Estate Appraisal Services for the Grand List of October 1, 2009 for the Town of Branford, Connecticut.

to: Town of Branford  
Nancy Porto  
Purchasing Agent

The undersigned proposes to furnish all labor, materials and equipment, and to perform all work described in the Request for Proposals for the Reappraisal and Revaluation of All Real Estate Appraisal Services for the Grand List of October 1, 2009, for the amounts shown herein under Proposal Form. The following addenda are acknowledged:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

It is understood and agreed that the Town has the privilege of rejecting any or all Proposals and of waiving informality in any Proposal and of deciding to make no award at all.

It is further understood and agreed that this Proposal shall be irrevocable for ninety (90) calendar days after the bid opening date and all bid bonds shall be valid and in force for not less than ninety (90) calendar days after the date upon which the Proposals are opened.

A. Proposal Format and Contents

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

1. This Project Proposal Form.
2. Any deviation from the reappraisal and revaluation Request for Proposals Documents are to be listed on a separate sheet and explained in detail.
3. One page summary of the Proposer's business history and experience in the reappraisal and revaluation field.

4. Name and telephone of person(s) to be contacted for further information and clarification.

5. Listing of all municipal revaluations completed during the past (5) years, including client contact, telephone number, size of municipality, scope of services, appraisals rendered, and date completed with Project or Project Managers.

6. Listing of all municipal revaluations now under way or under contract, including client contact, telephone number, size of municipality, scope of services rendered, employees assigned to and date to be completed.

7. Listing of personnel to be assigned to Branford's revaluation, including years of experience in current positions and other revaluation positions, municipalities served, and their roles in those revaluations. Resumes of personnel assigned shall also be included.

8. Description of the methodologies used for assessing values for residential, commercial, industrial, tax exempt, public utility and vacant land parcels.

9. Description of sales analysis performed to verify accuracy of valuations. Description of sales analysis performed to verify accuracy of valuations by counties in Connecticut if necessary.

10. Description of Proposer's public relations program that would be used during the revaluation.

11. Copy of Proposer's current Connecticut revaluation company certificate and those of its personnel to be employed for this Proposal.

12. Indication of how many years the Proposer has been engaged as a company, corporation, partnership or individual specializing in governmental tax revaluation services.

13. Bid bond or certified check for ten (10) percent of most expensive Proposal submitted.

14. Complete Proposal

Failure to include any of the above-requested items in the submitted Proposal will be grounds for disqualifying said Proposal.

B. Schedule for the complete reappraisal and revaluation of all Real Estate Appraisals for all Narrative Appraisal Reports and Summary Appraisal Reports Properties located within the corporate limits of the Town of Branford, Connecticut, effective October 1, 2009.

The proposer agrees to accomplish the work according to the “Summary of Pertinent Dates” applicable to such Appraisal Reports as approved by the Assessor and First Selectman included in the Request for Proposal. Time is of the essence.

The undersigned Proposer affirms and declares:

1. That this Proposal is executed by said Proposer with full knowledge and acceptance of the reappraisal and revaluation requirements pursuant to the Request for Proposals.
2. That the Proposer will furnish the services for which this Proposal is submitted at the price offered and in compliance with all provisions of the Request for Proposal documents.
3. That this Proposal is accompanied by surety in the amount of 10% (ten percent) of the most expensive of the Proposals.
4. That the Proposer or his or her representative has visited the Town of Branford, is familiar with its geography, general character of housing and its commercial and industrial areas, and has examined the quality and condition of the Assessor's records.
5. That all items, documents and information required to accompany this Proposal as required pursuant to the Request for Proposals Documents are enclosed herewith.
6. The Proposer is duly authorized to submit said Proposal under the laws of the State of Connecticut and the United States.
7. The Proposer has not been disbarred by any Local, State, or United States statute, law, ordinance or regulation.
8. At all times the Proposer is in compliance with all rules, regulations, laws of the Town of Branford, State of Connecticut and United States.
9. That the Proposer offers to furnish the services and materials required to complete the subject project in accordance with the Request for Proposal Documents for the total dollar amount of indicated below:

**Proposal**

Proposed cost of reappraisal/revaluation of all Real Estate Appraisal Services per the Request for Proposal Documents. All properties must be inspected and measured. The Proposer shall provide cost, sales data and income approach tables for use and apply them in the most current Vision Appraisal CAMA Software System. The existing CAMA values shall be used for reference only and will be retired upon the implementation of the list of October 1, 2009.

\$ \_\_\_\_\_  
written dollar amount

Per person day fee for expert testimony beyond minimum included in Proposal Documents

\$ \_\_\_\_\_  
written dollar amount

**Alternate Bid**

Proposed cost of Video Imaging per the Request for Proposal Documents

\$ \_\_\_\_\_  
written dollar amount

Alternate bids will be accepted for furnishing and installing a Video Imaging system as more fully described in section IX of these Request for Proposal Documents which may be accepted or rejected at the Town's sole option.

**Proposers Qualifications**

1. If the proposer is a corporation, please complete the following:

The proposer is a corporation, organized under the laws of \_\_\_\_\_, having its principal office at \_\_\_\_\_. The principal officers of said corporation, with their titles and addresses, are as follows:

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2. The proposal must be accompanied by either a certified check or a bid bond in the amount of 10% of the most expensive proposal, as provided in the invitation for Proposals. If a check is deposited herein, fill out the following:

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(Name of bank)	(Address of bank)	(Amount of check)
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3. The Proposer is required to submit a certificate of insurance in amounts and types specified in the General Conditions, article F, section 2 or provide a letter from the Proposer's insurance agent or broker that such insurance is obtainable at the time of execution of the contract and that a certificate of insurance shall be provided to that effect not later than the date of contract signing.

4. Contract award will be by Town of Branford contract form. A purchase order will be issued subsequent to the execution of the contract.

5. The Proposer, by executing the Proposal, agrees and represents that no person or persons other than those named herein is/are interested in this Proposal or in the contract proposed to be taken, that the bid is made without any connection with any other person or persons making any bid for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Branford is directly or indirectly interested therein or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interests of the Town.

6. The Proposer agrees and warrants that in the performance of the contract he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, natural origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the law of the United States, the State of Connecticut, or the Town of Branford.

7. The Proposer is aware of and agrees that, if awarded this contract, it is bound by the following indemnification language:

a. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of Branford and its respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

i. bodily injury, sickness, disease, or death; and/or

ii. damage to or destruction of property, real or personal; and/or

iii. financial losses (including, without limitation, those caused by loss of use) which is caused or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or sub contractors, in the performance of this contract or from the inaccuracy of any representation or warranty of the Contractor contained in the contract documents. This indemnity shall not be affected by other portions of the contract relating to insurance requirements.

b. To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the Town of Branford, their respective boards and commissions, officers, officials, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the failure of its employees or sub contractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of Branford, or their respective agencies. This undertaking shall not be affected by other portions of the contract relating to insurance requirements.

Proposer: \_\_\_\_\_

Company: \_\_\_\_\_

\_\_\_\_\_  
By Signature

\_\_\_\_\_  
Title Date

**PROPOSER MUST SIGN.  
FAILURE TO PROVIDE AN ORIGINAL SIGNATURE  
WILL RESULT IN REJECTION OF THE PROPOSAL.**

**END OF SECTION**

**Section VI. AGREEMENT FORM**

**AGREEMENT**

THIS AGREEMENT for real estate appraisal services (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between \_\_\_\_\_ (“Contractor”) and the Town of Branford (“Town”).

WHEREAS, the Town issued a request or proposals for Real Estate Appraisal Services (“RFQ”) dated June 13, 2008; and

WHEREAS, the Contractor’s proposal in response to the Town’s RFP was accepted by the Town,

NOW, THEREFORE, the Town and the Contractor wish to set forth their agreement with respect to the services to be performed by the Contractor and the payments to be made by the Town for said services.

1. Services to be provided: The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services and perform and complete in an efficient, competent and workmanlike manner all the work required to complete the Real Estate Appraisal Assignment(s) in accordance with the requirements of the RFP.
2. Video Imaging: The Contractor shall provide video imaging in accordance with the description and requirements of video imaging option in the RFP.
3. Payment by Town to Contractor: For the services as described above the Town will pay the Contractor the sum of \$ \_\_\_\_\_ dollars, with payments to be made upon the successful completion of established tasks in accordance with the RFP and a mutually agreed upon schedule to be negotiated with the successful Proposer.

IT IS FURTHER AGREED THAT the descriptions, terms and conditions contained in the RFP govern the performance of this Agreement and the RFP itself is incorporated herein by reference.

IN WITNESS WHEREOF, the Town and the Contractor have caused this Agreement to be executed.

CONTRACTOR

By: \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(name)  
\_\_\_\_\_  
(title)

TOWN OF BRANFORD

By: \_\_\_\_\_  
Anthony J. DaRos  
First Selectman, Branford, Connecticut



**Section VII. RFP SUBMISSION FORM**

RFP SUBMISSION FORM  
REAL ESTATE APPRAISAL SERVICES  
TOWN OF BRANFORD

By signing this form, you acknowledge compliance and agreement with the RFP requirements.

Company	Signature
Address	Name
City, State, Zip Code	Title
Telephone	Date

**PRICING SCHEDULE**

**SELF-CONTAINED NARRATIVE REPORTS**

Location	Owner	Type	Unit Price
1. 173 Alps Rd	Nationwide Health Pro Inc	Asst Living	\$ _____
2. 189 Alps Rd	Branford Hills Realty Assoc	Nursing Home	\$ _____
3. 13 Beaver Rd	Adams Bdwy B Tr City Tr	Mfg	\$ _____
4. 14 Beaver Rd	Adams Bdwy B Tr City Tr	Mfg.	\$ _____
5. 145 Block Island Rd	Bruce & Johnson Bfd	Marina	\$ _____
6. 1 Church St	Bfd Atlantic Realty Co	Mfg	\$ _____
7. 120 Commercial Pkwy	Walmart R E Bus Tr	Retail	\$ _____
8. 329 East Main St	Wilcris Realty Co Inc	Theater/Retail	\$ _____
9. 47-49 Goodsell Pt Rd	BGPM Inc	Marina	\$ _____
10. Hickory Rd	Bruce & Johnson Bfd	Marina/Marsh	\$ _____
11. 50 Maple St	Marine Systems Inc	Boat Strg/Rest	\$ _____
12. 150 No Branford Rd	Vine Properties II LLC	Mfg	\$ _____
13. 200 No Branford Rd	Blakeslee-Arpaia Chapman	Mfg	\$ _____
14. Old Quarry Rd	Branford Town of	Quarry	\$ _____
15. Pleasant Point Rd	Tilcon Minerals Inc	Mfg	\$ _____
16. 190 Totoket Rd	Tilcon Minerals Inc	Mfg	\$ _____
17. 1025-91 West Main St	KIOP Branford LLC	Retail/Shp C	\$ _____

**PRICING SCHEDULE  
COMPLETE SUMMARY APPRAISAL REPORTS**

Location	Owner	Type	Unit Price
1. 1 Commercial St.	Commercial St Assc LLC	Mfg./ *R & D	\$ _____
2. 2 Commercial St.	Turbine Components	Mfg.	\$ _____
3. 4 Commercial St.	Turbine Components	Mfg.	\$ _____
4. 11 Commercial St.	Cintas Corp. No. 1	Mfg.	\$ _____
5. 15 Commercial St	ZFI Group LLC	*R & D	\$ _____
6. 16 Commercial St	16 Commercial St Assc LLC	*R & D	\$ _____
7. 20 Commercial St	20 Commercial St Assc LLC	*R & D	\$ _____
8. 100 Double Beach Rd	Hospice John D Thompson	Hospital	\$ _____
9. 30-38 E Industrial Rd	DIV Branford LLC	Of/Ind/*R&D	\$ _____
10. 40-44 E Industrial Rd	DMP New Branford LLC	Of/Med/*R&D	\$ _____
11. 15 N E Industrial Rd	Neurogen Corp	*R & D	\$ _____
12. 27 N E Industrial Rd	Wafios Machinery Corp	Mfg	\$ _____
13. 35 N E Industrial Rd	Neurogen Corp	*R & D	\$ _____
14. 45 N E Industrial Rd	Neurogen Corp	*R & D	\$ _____
15. 20 Thompson Rd	Seton Name Plate Corp.	Mfg.	\$ _____
16. 4 Pin Oak Drive	Plato Assoc LLC.	Mfg.	\$ _____

\*R & D Initials are for Research & Development Facilities

**END OF SECTION**

## **Section VIII. GENERAL CONDITIONS**

### **A. Definitions**

1. **ASSESSOR.**

The word "Assessor" shall mean the duly appointed Assessor of the Town of Branford.

2. **BONDS**

Bid, and Crime, and Fidelity Bonds furnished by the Contractor and its' surety in accordance with the Contract Bidding Documents.

3. **CALENDAR DAY**

A Calendar Day of twenty-four (24) hours measured from midnight to the next midnight.

4. **COMPLAINTS**

A Complaint shall be defined as any communication concerning the failure to fully or satisfactorily provide services as required.

5. **CONTRACT**

The written Agreement between the Town and the Contractor covering the work to be performed including the Contractor's bid and the other Contract Documents.

6. **CONTRACT DOCUMENTS**

The Agreement, Request for Proposals Documents, Invitation For Proposals, Instructions to Proposers, Project Narrative, Summary of Pertinent Dates, Instructions to Proposers, Proposal, Proposal Form, Proposal Requirements, RFP Submission Form, General Conditions, Bonds, Error and Omission Policy, Notice of Award, Service Requirements, Responsibility of Town, Profile, Alternate Bid Video Imaging, GIS System Coordination, Exhibits A, Exhibit B, Appendices, Addenda and/or Modifications.

7. **CONTRACTOR**

The sole proprietorship, partnership, or corporation with whom the Town has executed the Agreement.

8. **DAMAGE COMPLAINT**

A damage complaint shall be defined as a communication from the Contractor to the Town concerning damage to personal or real property, including a collision between two moving motor vehicles.

9. **FAIR MARKET VALUE**

The words "Fair Market Value" shall mean the full fair market value as defined in Section 12-63 of the Connecticut General Statutes and as defined by the uniform standards of professional appraisal practice:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and acting in what they consider their best interests;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

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#### 10. HOLIDAYS

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Half Day, Christmas Day and New Years Eve Half Day are the only holidays contemplated within the scope of these Contract Bidding Documents.

#### 11. LIQUIDATED DAMAGES

The sum which a party to the Contract agrees to pay if he/she breaks a Contract provision and, which having been arrived at by a good faith effort to estimate actual damages that will probably ensue from such breach, is recoverable as agreed damages if the breach occurs.

#### 12. MODIFICATION

(a) A change in the work or (b) a written clarification or interpretation issued by the Town. A modification may be issued only after execution of the Contract.

#### 13. PROJECT

The word "Project" shall mean the complete reappraisal and revaluation of all Real Estate Appraisals of Narrative and Summary Appraisal Report Real Property and located within the corporate limits of the Town of Branford, Connecticut, effective October 1, 2009.

14. PROPOSAL

The offer or proposal of the Proposer submitted on the prescribed forms setting forth the prices for the work to be performed.

15. PROPOSER

Any sole proprietorship, partnership, or corporation submitting a proposal for the work.

16. TOTAL CONTRACT CONSIDERATION

The total consideration payable to the Contractor under the Contract Documents for the term of the Contract.

17. TOWN

The Town of Branford, Connecticut, a municipal entity incorporated under the laws of the State of Connecticut.

18. WORK

Any and all obligations, duties and responsibilities of the Contractor necessary to revalue as of October 1, 2009, all Real Estate Appraisals for Narrative and Summary Appraisal Reports for Real Property in the Town of Branford.

B. Changes and Subletting of Contract

1. Changes

Changes in the contract will be permitted only upon written mutual agreement of the company and the Town.

2. Subletting

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

C. Contractor Certification

The 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 (C.G.S.).

#### D. Personnel

The Contractor shall provide experienced and qualified personnel as hereinafter provided and must comply with the requirements of the equal employment opportunity provisions of federal and state governments. The Contractor shall submit to the Town written qualifications of all personnel assigned to this project, and shall maintain this list throughout this project as follows:

Whenever any person employed by the Contractor and assigned to this project, is released from employment, or transferred or assigned to other duties, or other revaluation projects, the Town shall be notified in writing of the individual's name, and date of occurrence.

Whenever new personnel are assigned to this project in any capacity, the Town shall be notified in writing of the individual's name, qualifications, starting date, and assigned duties.

##### 1. Equal opportunity affirmative action requirements

The Contractor must be in compliance with all municipal, state and federal affirmative action and equal opportunity requirements. The Contractor, shall be in compliance with State of Connecticut executive order #3 and #17 and all applicable rules and guidelines as set forth by the state labor commissioner.

##### 2. Office hours and staffing

The Contractor shall work with the Revaluation Contractor/Contractors who will maintain an office in the Town of Branford, which office shall be open during regular Town Hall hours: (8:30a.m. to 4:30 p.m.), Monday through Friday 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 full time clerical person as well as other qualified and certified full time persons so as to insure the successful completion of this project, in accordance with the completion dates set forth in the Request for Proposal Documents and any addenda thereto. Any change in hours or personnel must receive prior written approval by the Assessor and the First Selectman. The Contractor shall maintain telephone service during said business hours. Telephone numbers shall be published in local newspapers, by the Contractor at the times requested by the Assessor. At the commencement of the project, there shall be at least one (1) telephone; more telephones may be added by the Contractor at the discretion of the Assessor. The Contractor shall assume all costs related to the telephone service. A daily log will be kept, listing each employee, time in, time out, and brief work accomplished. Monthly copies shall be sent to the Assessor.

##### 3. Qualifications of personnel

All personnel assigned to this project shall be subject to approval of the Assessor and shall be caused to be removed from this project by the Contractor upon written

recommendation of the Assessor. All personnel shall be certified by the state of Connecticut, and with USPAP as noted below, at the appropriate level for which they will be working for the Town.

At least one employee of the Contractor at the Reviewer/Appraiser level or above must be knowledgeable or will work with the Revaluation Contractor who is knowledgeable in creating an Arc-View compatible file for the Town to upload every week into the Town's GIS System for both Public Relations and Town Web Access.

4. Minimal qualifications

a. Appraiser, Revaluation Monitor, Project Manager and/or Supervisor

The administration of this project shall be assigned by the Contractor to a Appraiser, Project Manager and/or Supervisor, who shall be certified by the state of Connecticut as a Revaluation Supervisor pursuant to C.G.S. 12-2b, and such other statutes and regulations that the state of Connecticut may promulgate from time to time, and shall have no less than eight (8) years of practical appraisal experience in USPAP Standards and in the appraisal of commercial, industrial, tax exempt, public utility, apartment, farm and residential type properties. The Appraiser, Project Manager, Supervisor and/or Revaluation Monitor shall spend no less than 75 percent of her or his working time per month in Branford on this project. This provision shall be effective from the commencement of work in the Town until the successful completion of the field work as outlined in the time schedule. This Appraiser, Project Manager, Revaluation Monitor, and/or Supervisor shall be subject to the approval of the Town.

b. Reviewers and Appraisers

Reviewers and appraisers shall be certified under the Connecticut revaluation certification program pursuant to C.G.S. 12-2b, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall not have less than five (5) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years.

c. Measurers and Listers

Measurers and Listers shall be certified appraisers, and shall not have less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible.

d. Identification

All field personnel shall carry suitable I.D. cards which shall include an up-to-date photograph, supplied by the Contractor and signed by the Assessor. Any personnel who misplaces their I.D. card will not be allowed in the field until a new I.D. is obtained. All automobiles used by field personnel shall be registered with the police department of the Town, giving license number, make, model, year and color of the vehicle. All personnel shall be subject to a background check by the Branford police department.

E. Conflict of interest

No resident or Town employee or independent contractor shall be employed by the contractor without the prior written approval of the Assessor and First Selectman.

F. Protection of the Town

1. Bonding

The Contractor shall, to secure the faithful performance by the Contractor of the terms of this agreement, furnish to the Town a performance surety bond in the amount of the contract, which bond shall be issued by an admitted bonding company licensed to do such business in the state of Connecticut, with an A.M. BEST COMPANY rating of "A" or better.

Said bond shall be delivered to the Town prior to the execution of the contract and shall be in a form satisfactory to and approved by the Town. This bond shall include the appeal requirements of these specifications.

It is understood and agreed that, upon completion of approved delivery to the Town of the revaluation, that the performance bond shall be reduced to 10% of the value of the contract, to cover the defense of all appeals. This reduced amount of bond shall become effective after the revaluation has been completed and has been approved by the Town 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 (either pursuant to section 12-117a, 12-118 or section 12- 119 of the Connecticut General Statutes, as from time to time amended) as taken from the doings of the Assessor or the Board of Assessment Appeals, on the list October 1, 2009.

2. Insurance

The Contractor agrees to secure, obtain, and maintain at its own expense insurance in the forms and in the amounts specified in the Insurance Exhibit which is attached hereto and incorporated by reference herein, and to comply with all provisions therein. An Insurance Certificate shall be filed with the Town representing the coverage and limits as noted in the Insurance Exhibit with the following statement to be included on the certificate: ***“The Town of Branford is named as additional insured on the insurance coverages named herein for claims arising out of the insured’s performance of the contract for revaluation services.”*** All policies shall provide for written notice to the Town a minimum of thirty days prior to the expiration of coverage due to non-renewal or cancellation for any reason.



### 3. Liquidated Damages

a. Failure by the Contractor to complete all work prior to the date specified herein, November 6, 2009, shall be cause for the assessment of liquidated damages against the Contractor which sum is \$1,000 per day hereby agreed upon not as a penalty but as liquidation damages the Town will suffer by reason of such default beyond the specified date of completion. For the purpose of liquidated damages only, completion of all work not later than November 6, 2009, is defined as follows:

- i. draft Narrative and Summary appraisal reports.
- ii. completed street cards with all measurements including but not limited to data, listings, pricing, review and final valuations in order by street.
- iii. completed sketches.
- iv. assessment notices addressed and in envelopes prepared for mailing.

b. Liquidated damages due under this clause shall be deducted from the contract price and represent a fair and equitable estimate of the damages the Town will suffer if the Contractor's work is not completed by November 6, 2009. The Town shall have the right to use the funds withheld from each periodic payment, under the terms of these Request for Proposals Documents, to satisfy in whole or in part, this liquidated damages clause. Delays occasioned by war, strike, explosion, act of god or order of court or other public authority are excepted.

### 4. Bankruptcy, Receivership, Insolvency

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

### 5. Termination

If the Contractor fails to perform the contract in accordance with the terms of the contract or these Request for Proposal Documents 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 these Request for Proposals Documents 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 or bonding company to declare the contract in default and thereby terminated, and to award the project, or the remaining work thereof, to another Contractor or at the Town's option the Assessor shall have the right to complete the project him/herself. If this termination

clause is invoked, the Contractor's agents and employees shall, at the Town's direction, vacate in an orderly fashion any office space provided by the Town, leaving behind all records, properly filed and indexed, as well as all 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, or for the Town's cost. Termination of the contract and retention of funds by the Town shall not prevent 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 the event that the State of Connecticut undertakes the revaluation, the Town at its option, shall have the right to terminate the contract upon seven (7) days notice to the Contractor, including the payment obligations of the Town pursuant to the contract shall cease, except that the Town shall compensate the Contractor for all services performed to the Town's satisfaction prior to said termination.

6. Severability

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

7. Waiver

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

8. Misrepresentation or default

The Town may void the contract if the Contractor has materially misrepresented any offering or defaults on any contract with a Connecticut municipality. The Contractor shall, also, immediately notify the Town of any claim or case formally brought against the Contractor.

G. Payment Schedule

1. Periodic payments shall be made in the following manner:

Thirty (30) days after the execution date of the contract and at the end of each thirty (30) day period thereafter for the term of the contract, the Contractor will certify in writing to the Town, the percentage of the total work, as defined by phase as noted on the Schedule of Values contained herein, completed under the contract which the Contractor has performed during the said thirty (30) day period. Such certification will itemize, and accurately indicate the extent and nature of work performed by volume, street, category or in any manner as required by the Town.

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 a percentage of the total compensation under the contract equal to the percentage of the work certified as having been performed during said period, less ten (10) percent which is to be retained by the Town for payment to the Contractor, at such time as that he or she has performed fully and satisfactorily, all its obligations and requirements under the contract.

If the Assessor determines that the Contractor's certification is inaccurate, the Assessor shall recommend to the Town's Finance Director that periodic payment shall be omitted, delayed or adjusted accordingly.

Upon resolution of any litigation with respect to the October 1, 2009 Grand List and upon determination by the Town and certification by the Assessor that the Contractor has performed fully and satisfactorily all its obligations and requirements under the contract the retained ten (10) percent of the contract price shall be paid to the Contractor.

2.. Schedule and percentage of completed work; stages of completion

- a) Bonding, office set-up and related expenses (project start-up)
  - b) Letter of introduction with information mailer and request for an inspection appointment.
  - c) Schedule set up for appointments with detailed field card and other information in hand for physical inspection.
  - d) Use of Property data, values, pricing schedules installed on Vision Appraisal CAMA Software System.
  - e) Computer driven parcel set up for Draft Narratives and Summary Appraisals.
  - f) Training of staff on valuation concepts, guidelines and use of all public relations data for all Narrative and Summary Appraisal Reports.
  - g) Physical Inspections complete for all Narrative and Summary Parcels.  
\_\_\_\_\_ 33%
  - h) Sales Analyses complete for all Narrative and Summary Parcels.
  - i) Income and Expense analyses complete for all Narrative and Summary Parcels.
  - j) Review and final valuations of all Narrative and Summary Appraisal Reports in completed Draft Form.
  - k) Completion of all information to Vision Appraisal CAMA Software System and to taxation software.  
\_\_\_\_\_ 33%
  - l) Assessment notices ready for mailing.  
\_\_\_\_\_ 2%
  - m) Informal hearings completed and adjustments finalized  
\_\_\_\_\_ 5%
  - n) Final Narratives and Summary Appraisal Reports Delivered to the Town of Branford.  
\_\_\_\_\_ 14%
  - o) Board of Assessment Appeals completion of duties.  
\_\_\_\_\_ 3%
  - p) Litigation. \*  
\_\_\_\_\_ 10%
- Total: 100%

This schedule works based on total cooperation of the Contractor for Real Estate Appraisals for Narratives and Summary Appraisal Reports working with other Contractor/Contractors, the Assessor, the First Selectman other departments of the Town of Branford including but not limited to the Revaluation Monitor, Information Technology, Planning and Zoning, Building, Town Clerk, Tax, Economic Development, Waste Water Treatment, Engineering and the taxpayers of the Town of Branford.

\* The contract shall make provisions for a reduction of the performance bond to 10% of the price so as to ensure the defense of any appeals resulting from the revaluation work.

Note: The above percentages are subject to *modifications* jointly by the Assessor and the First Selectman. The above percentages are subject to Schedules included in ***All other Request for Proposals***. Your review and understanding of the completeness of these Proposals and the 2009 Revaluation are the responsibility of the Contractor/Contractors and will be reflected in the overall performance schedule of payments.

**END OF SECTION**

## **Section IX. SERVICE REQUIREMENTS**

### **A. Scope of Reappraisal and Revaluation**

1. Project. This project includes the complete reappraisal and revaluation of all Real Estate Appraisal Narrative and Summary properties located within the corporate limits of the Town of Branford, Connecticut, effective October 1, 2009.

2. The Contractor shall furnish all labor, data entry of all Narrative and Summary Appraisal information into the most current Vision Appraisal CAMA Software System data base, materials, supplies and equipment and perform all work for the Project in strict accordance with the hereinafter listed specifications.

3. All work will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements and regulations of the State of Connecticut, Office of Policy and Management and the Connecticut General Statutes pertaining hereto, Appraisal Board to the State of Connecticut, Standards of USPAP and shall be subject to the direct supervision of the Assessor, Revaluation Monitor and approval of the Town.

4. The results of this revaluation project shall be for the Grand List of October 1, 2009.

5. The valuation project will cover and include all Real Estate Appraisal Narrative and Summary Properties within the corporate limits of the Town of Branford.

### **B. Effective date of revaluation**

The effective date of this revaluation project shall be on the Grand List of October 1, 2009, and the pricing and valuation by successful Contractor of all land, buildings and property under these specifications shall reflect the fair market value as of October 1, 2009 (rounded to the nearest 10).

C. Town Data

Approximate number of accounts October 1, 2007  
Taxable real property by code

	ASSESSMENT	NUMBER	TYPE
1-1	1,106,741,930	7,674	RES/LAND
1-2	29,856,010	4,717	RES/EXCESSACREAGE
1-3	877,589,700	7,407	RES/DWELLINGS 4 UNITS
1-4	12,020,880	3,627	RES/OUTBUILDINGS
1-5	475,008,100	3,574	RES/CONDOMINIUMS
1-6	4,392,700	264	RES/MOBILE MFG. HOMES
1-7	4,540,600	3,060	RES/CONDO/OPTIONS
2-1	145,593,000	493	COMMERCIAL LAND
2-2	147,372,600	480	COMMERCIAL BUILDINGS
2-3	39,533,640	37	APARTMENTS
2-4	5,267,170	51	COMM/CONDOMINIUMS
2-5	10,384,390	493	COMM/OUTBUILDINGS
2-6	12,927,340	37	COMM/LAND (APT.BLDGS)
3-1	30,800,760	103	IND/LAND
3-2	63,002,810	83	IND/BUILDINGS
3-3	1,884,510	79	IND/IMPROVEMENTS
3-4	7,292,100	75	IND/CONDOMINIUMS
4-1	2,144,400	14	PUB/UTILITY LAND
4-2	229,000	3	PUB/UTILITY BUILDINGS
4-3	29,700	6	PUB/UTILITY OUTBLDGS
5-1	564,000	8	VACANT RES. LAND
5-2	17,504,900	51	VACANT COMM. LAND
5-3	-0-		VACANT IND. LAND
5-4	-0-		WETLANDS
5-5	-0-		VACANT OUTBUILDINGS
6-1	760,500	79	FARM (Includes Oyster Grounds)
6-2	71,400	8	FOREST
6-3	41,400	2	OPEN SPACE
6-4	77,000	6	OUTBUILDINGS
8-2	2,222,620	64	10% PENALTY
TOTAL	\$2,997,853,160		
TOTAL NUMBER OF ACCOUNTS		12,716	

Exempt Real Property

TOTAL        \$233,902,700

TOTAL NUMBER OF ACCOUNTS    416

The last revaluation was effective as of October 1, 2004

The 2000 US census population estimate is 29,864

The area of the Town is 27.9 square miles.



#### D. Good Faith and Conduct of Contractor's Employees

The Contractor shall in good faith use its best efforts to assist the Town 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 these Request for Proposals Documents and Contract.

The Contractor is responsible for fulfilling all of the stated requirements in this Request for Proposals Documents and the contract in a timely fashion, consistent with a good faith effort. It is further understood that the Contractor will not charge the Town, additionally, for any materials or services that have been numerated in these Request for Proposal Documents.

As a condition of the contract, the Contractor's employees shall at all times treat the residents, employees, and taxpayers of the Town with respect and courtesy; the Contractor shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision. A dress code (subject to the Assessor's approval) must be developed by the Contractor and adhered to.

#### E. Public Relations

The parties of this revaluation project recognize that implementing a good public relations plan is critical to increasing property owner understanding and cooperation during the process. Educating the public as to the purpose, benefits and procedures of revaluation will help manage public expectation, reduce frustration and minimize confusion.

The Contractor shall provide assistance to the Assessor's Office to facilitate the implementation of a public relations plan. Requests for Contractor assistance may include having a Contractor spokesperson available to be interviewed for local cable TV shows, be present at media briefings and available to accompany a town representative to speak at neighborhood meetings, civic and business organizations to generate understanding and support for the revaluation program. Additional public relations initiatives not identified here could also require Contractor involvement along with the development of Web Site criteria for Revaluation.

The Contractor will be prepared to speak as requested on topics including, but not limited to:

- Need for revaluation Narrative and Summary Appraisal Reports and their Purpose
- How the revaluation will be done (process and procedures)
- Necessity of data collection
- Significance of property tax
- Property tax laws
- How fair market value is established and maintained
- Roles of Contractor, Appraiser, Assessor, Town
- Importance of property owner cooperation
- Formula and Neighborhood Development for Revaluation Narratives and Summaries

The Contractor shall, at its expense, supply *in a timely manner* visual aids and other information requested by the Town to facilitate public relations efforts. Public relations initiatives will commence prior to the data collection effort and will continue on a regular basis for the duration of the process. The Contractor will be available to consult with the Town on public relations and communication plans prior to the commencement of the revaluation project.

#### F. Property Inventory Mailer

Within 60 days of the signing of the contract, the Contractor will mail, via first class mail, at the Contractor's expense a letter of introduction, explanation of Appraisal and information as to the parcel being appraised to the owners of each property included in the Narrative and Summary Reports involved within the Town.

This mailer will consist of a cover letter that will introduce the Appraiser and explain the purpose and content of the appraisal and a detailed property description. The property owner will be asked to examine the property description and report any discrepancies to the Contractor during the physical inspection. The owner of the property will also be asked to set up an appointment with the Contractor so that he may do a physical inspection of the parcel at the convenience of the property owner. The Contractor must respond to all responses citing errors in data, inspect the property and correct all errors. The Town's copy of the cover letter must be scanned and indexed and attached to the revaluation field card file by the Contractor for documental reference. The Contractor shall submit the property cover letter to the Assessor for review and approval prior to the mailer being sent.

## G. Records

### 1. General Provisions

The Contractor shall provide all computer files, street cards, (computerized and hard field cards), computer supplies, other supplies, equipment, forms, literature, and papers to be used in this project at no additional cost to the Town. The Contractor shall, at no cost to the Town, utilize computers for its information processing, provided that the computer and appropriate machine-readable data bases are located in the Town or elsewhere if the Assessor gives her prior written consent with whatever conditions and reservations she may deem appropriate to the interest of the Town.

### 2. Additional Supplies

All forms shall be subject to approval by the Assessor as to its format, design, content, shape, size, color, quantity, and shall be further subject to the approval of the Secretary of the Office of Policy and Management as required by Connecticut general statutes and the State of Connecticut Appraisal Board. At the completion of the project the Contractor shall provide (at no additional cost) the Town with all data and computerized files that generate Narratives and Summary Reports along with the hard copy of Narrative and Summary Reports and also a computerized format of such reports.

### 3. Records are Town Property

The original or copy of all records and computations, including but not limited to machine-readable data bases, made by the Contractor in connection with any appraisal of property in the Town shall, at all times, be the property of the Town and, upon completion of the project or termination of the contract by the Town, shall be left in good order in the custody of the Assessor.

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

- Assessor maps;
- land value maps;
- computerized generated maps/land value, sales, neighborhood et als
- materials and wages, cost investigations and schedules;
- street cards with property valuation and separate sketch cards (if any);
- street card with applicable sales/neighborhood
- income and expense data/ cap rates
- comparables for neighborhoods
- field sheets;
- sales data;
- capitalization rate data;
- depreciation tables;
- computations of land and building values;
- Formulation criteria
- all letters or memoranda to individuals or groups explaining methods used in appraisals

- operating statements of income properties;
- duplicate notices of assessment change;
- GIS based Data Collection;

#### 4. Assessor's Records

The Contractor shall use a system approved by the Assessor, for the accurate accounting of all records and maps which may be taken from the files of the Assessor, in connection with appraisal work. All such records and maps shall be returned immediately. None of the Assessor's records shall be taken outside of the corporate limits of the Town.

#### 5. Field Sheets for Data Collection

Contractor shall complete field sheets. Contractor is responsible for implementing data into the Vision Appraisal CAMA Software System.

##### a. Value Information

These sheets shall contain all manner of information affecting value, including, but not limited to, information as to location of property, classification as to usage, owner records, source of title, date of acquisition, size, shape and physical characteristics of land, with the breakdown of front feet, square feet, or acreage as applicable, along with unit of value applicable to each; public utilities available, public improvements, zoning regulations in effect as of assessment date, and an account number. Condominium units shall also be further identified by their respective unit numbers.

##### b. Inspection

All physical improvements shall be inspected and sketched, giving a listing of all interior and exterior construction details, quality of construction, age, condition, and percent of physical and functional depreciation. Details shall include room counts, living area above grade, basement area, finished basement area, quality of basement finished areas, fireplaces, garages,(including number of vehicle spaces), and garage style (basement, attached, detached, built-in), carports, miscellaneous structures. Sketches of buildings including dwellings shall be drawn to scale with dimensions given on the field sheet.

##### c. Plot Plans

Plot plans shall be drawn of each residential, commercial, industrial, tax exempt, public utility or vacant property with four (4) or more major buildings thereon, and each plot plan shall be reasonably accurate as to locations of buildings and shall be coded to the field record cards. A major building is defined, for purposes of this section, as one having a total of 750 or more square feet of gross floor area. Field sheets of multiple building properties together with plot plans or land maps shall be assembled in a standard file folder properly labeled.

The field sheets shall be developed within thirty (30) days of the signing of the contract.

#### 6. Street Cards

The Contractor shall furnish one set of cards, 90 lb weight commonly referred to as street cards. These cards shall be printed from the most current Vision Appraisal CAMA Software System data base following all data entry of property characteristics and valuation tables by the Contractor.

#### 7. Sales Analysis

The Contractor shall conduct an analysis of all non-residential sales which occurred from October 1, 2006 through October 1, 2009 (or such other reasonable period as deemed necessary by the Assessor). These sales shall be reduced to appropriate units of comparison and segregated into the following categories:

Vacant land, industrial, commercial, commercial and industrial condominiums pertinent to all Narrative and Summary Appraisal Reports. No values shall be set until this analysis is presented to, reviewed by and accepted by the Assessor.

#### H. Assessment Notices

At the close of the valuation, a notice shall be sent at the Contractor's expense including envelope, by first class mail, to each 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, as from time to time amended. Further, enclosed with such notice shall be a letter specifying the dates, times and place of the informal public hearings with an explanation of the purpose of the revaluation and how the assessments were determined. Such notices and letters shall be subject to the prior written approval of the Assessor. The duplicate copy, arranged alphabetically by owner's name, shall be left with the Assessor along with an appropriate data file that is indexed, scanned and attached to the revaluation field card file by the Contractor for documental reference. Where applicable, a letter shall be enclosed to explain the benefits of and the effect on the new assessment for properties classified as farm (section 12-107c), forest (section 12-107d) or open space (section 12-107e). Said letter shall be approved by the Assessor prior to its mailings.

#### I. Informal Public Hearings

Beginning no later than November 16, 2009, the Contractor shall hold informal public hearings, at such locations as the Assessor may specify, so that owners of all Real Estate Appraisals for both Narrative and Summary Appraisals of real property, or their legal representatives may appear at specified times to discuss with qualified members of the Contractor's staff, the manner and methods of arriving at value. It is anticipated that informal public hearings will be held on week nights and Saturdays. The schedule will be as directed by the Assessor and the First Selectman.

The Contractor shall provide sufficient qualified appraisal personnel (approved by the Assessor) with first hand knowledge of the project and the Contractor's duties under the contract, to handle said hearings expeditiously and fairly. Information offered by the taxpayer shall be given consideration and any adjustments shall be completed by January 12, 2010.

"Qualified personnel with first hand knowledge" shall be defined as one who actually performed work for the Branford project either as the specific appraiser, reviewer, supervisor or any such person involved in the actual estimating of value for the Branford project.

The Contractor shall require each person/persons or their legal representative who appears at a hearing, to sign a form indicating whether or not the Contractor shall re-inspect the property/properties being questioned, such decision to re-inspect to be at the reasonable discretion of the Contractor. Any such re-inspection shall be made as soon as possible, but in no event later than January 5, 2010. This form shall be approved by the Assessor and provided by the Contractor. The completed and signed forms shall be turned over to the Assessor at the conclusion of the hearings.

The Contractor shall, at its expense by first class mail, notify each taxpayer who has appeared at an informal public hearing of the results of that hearing as soon as the result is determined; the form of such notices shall be subject to the prior approval of the Assessor. Such notice shall include; 1) the adjusted assessment or 2) a statement that no change is warranted. For each instance whenever a re-inspection has been performed, the above stated notice shall also be mailed within seven (7) business days from the re-inspection date. Duplicate copy same qualifications as Section H.

#### J. Board of Assessment Appeals

The Contractor shall have a qualified member or members of its staff, (approved by the Assessor) with first hand knowledge of the project (see definition "qualified personnel" above in section VI) and the Contractor's duties under the contract, available upon request for attendance at any deliberations of the Board of Assessment Appeals held after the completion of the revaluation, Sundays excluded, to assist in the settlement of complaints and to explain the valuations made, but such availability and attendance shall not be required after the date for the completion duties of the Board of Assessment Appeals with respect to the October 1, 2009 Grand List.

#### K. Litigation

1. In the event of an appeal to the courts, or any state board established to hear appeals, either pursuant to section 12-117a, 12-118 or section 12-119 of the Connecticut General Statutes (as amended from time to time), the Contractor shall furnish a competent witness or witnesses at the reviewer/appraiser level (approved by the Assessor) with first hand knowledge of the project, to defend the valuation of the properties

appraised, it being understood that the Contractor shall furnish said witness or witnesses in any state board or court action on the October 1, 2009 Grand List assessments at no additional charge for the initial 33 narrative appraisal reports as defined below and the initial 20 person days of pretrial meetings with an attorney representing the Town or for court appearances. A person's day is defined as eight (8) hours. For work requested in excess of the included reports and person days, the Contractor shall provide a per diem rate and a per narrative appraisal, as noted on the proposal form, will be charged to the Town. Such meetings or appearances which are of less than four hours on any given day shall equal one half person day. Such meetings or appearances over four hours in any given day shall equal one person day. The Contractor shall provide supporting data including a narrative appraisal as requested. The Contractor shall also comply with any request by the Town to meet with the Town attorneys, answer interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation. The Contractor shall not be held responsible for any assessments changed from the original valuation figure by parties other than the Contractor, unless the figure determined by the Contractor, was unreasonable, insupportable or erroneous in the view of the Assessor.

## 2. Narrative Appraisal

Should court testimony be required, a fully documented narrative or summary appraisal report will be presented by the Contractor. This report will include at a minimum: purpose of the appraisal, scope and function of the appraisal, property rights appraised, definitions of market value, identification of property, regional data, Town data, neighborhood data, zoning information, tax information, location and site data, description of improvements, present use, highest and best use, valuation method, cost approach, sales comparison approach, income approach, rental data, reconciliation, limiting conditions and certification, and photographs of the subject and comparables and meet the *Uniform Standards of Professional Appraisal Practice* (The Appraisal Foundation). This Narrative Appraisal should also be in a data file format, indexed and scanned and appropriately attached to the revaluation field card for documental reference.

## L. Information to the Assessor

The Contractor shall give to the Assessor any and all information requested pertaining to the revaluation work for a period of two years after completion of the duties of the Board of Assessment Appeals on the October 1, 2009 Grand List, without further cost to the Town.

Throughout the appraisal process, the Contractor shall satisfy all requests made by the Town for information as to the Contractor's planned work schedule for the project, appraisal methods and procedures utilized, and the status of the work. Written biweekly status reports are required throughout the duration of the project, commencing thirty (30) days from the date the contract is signed.

In order to insure the orderly progress of the job and to maintain the greatest level of communication possible, the Contractor, through its project manager, shall meet bi-weekly with the Assessor, Board of Assessors, First Selectman, and Finance Director to discuss the progress and various other details of the project. These meetings may occur more frequently if found to be necessary by the Assessor or First Selectman.

Regular periodical delivery of the status of the appraisals and/or the appraisals, as completed, and in accordance to a schedule agreeable to the Assessor, shall be turned over to the Assessor for review. All appraisals of buildings either completed or under construction, shall be completed as of October 1, 2009. All completed and corrected draft narrative and summary records shall be turned over to the Assessor as of October 1, 2009. The final inspection and review shall take into consideration any known or apparent changes in the individual properties since they were first inspected in order that the final appraisal of property shall be appraised as of October 1, 2009.

Property data, values, pricing schedules are to be entered into the most current Vision CAMA data base by the Contractor. This information, and/or appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under the provisions of applicable law.

#### M. Building Cost Schedule

##### 1. General

The Contractor shall prepare for usage in the most current Vision Appraisal CAMA Software System data base, 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 Town for all commercial and industrial 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. A printed and computerized copy of all schedules shall be provided to the Town.

Before final acceptance, they shall be proven by testing against known sales. All finalized schedules shall be approved by the Assessor before adoption and usage by the Contractor.

##### 2. Types of Cost Schedules

###### a. Commercial

Commercial building cost schedules shall be prepared in unit costs of material in place and charted to cover areas of 300 square feet and more, and shall be prepared for various story heights and contain all the additions and deductions for construction components from base specifications.



b. Industrial and Special Structures

Cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted to cover areas of 100 square feet and more and shall be prepared to contain all the additions and deductions for construction components from base specifications.

3. Depreciation Schedule

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 and will be entered into the most current Vision Appraisal CAMA Software System data base. These schedules or methods shall cover Commercial, Industrial, and Tax Exempt buildings and shall be approved by the Assessor prior to their use by the Contractor.

4. Schedules for Town

The Contractor shall supply and leave the Town not less than three (3) copies of all the above required building cost schedules and depreciation schedules for the Town usage, one (1) copy of which shall be turned over to the Assessor upon approval of the schedules by the Assessor. These schedules shall be in the form of a bound manual and a computerized file which can be formatted for Web Access and Power Point if necessary.

N. Real Property Appraisal Specifications

The Contractor shall calculate a value estimate for each parcel that will be comprised of a land value, a building value and a total value.

1. Appraisal of Land

The Contractor shall appraise all land within the Town for all Real Estate Appraisals of Narrative and Summary Properties. The Assessor shall provide use values for all farms, forest and open space land classified under section 12-107c, 12-107d and 12-107e of the Connecticut General Statutes if applicable. The Contractor shall provide the market value of all such land classified as farm, forest or open space land if applicable to specific Narrative or Summary Appraisal Reports.

a. Land Value Study

Land shall be valued on the basis of an analysis of all sales data occurring during the three year period from October 1, 2006 to October 1, 2009 (or such other reasonable period as deemed necessary by the Assessor). The analysis and application of sales data shall be governed by procedures and techniques commonly used in the appraisal of land and shall be approved by the Assessor.

The Contractor shall make a careful investigation of this data and shall consult owners, Realtors, banks and other sources for information relative to sales of property within the Town. All factors affecting the final value of land shall be considered, such as:

location, zoning, inland wetlands, topography, soil condition, size, shape, view, public utilities available, vacancy, etc.

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

The Contractor shall verify parcel size by checking the Assessor's previous records or verify parcel size from a recorded survey.

b. Land Value Inspection

The Contractor shall make a physical review of each plot of land as specified in the Proposal Form and make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shape of anything else which may detract from the usefulness of the land. Non-conforming uses and zoning variances of each lot or parcel of land, together with the valuation of computations shall be entered on the field record card. Notation of and calculations for non-improved lots (i.e., a vacancy factor) shall also be noted on the field record card where applicable. Any parcel physically inspected by the Contractor must have the land area verified through the Town Clerk's records, i.e. deeds, and when available, survey maps.

c. Land Value Units

The Contractor shall prepare land unit values subject to the approval of the Assessor, by front foot, square foot, acreage or fractional acreage, whichever, in the judgment of the Assessor, most accurately reflects the market for the appraised land.

d. Land Value Map

The Contractor shall delineate the approved land value units on all streets and acreage in the Town. The land value map shall be returned to the Town prior to the completion of the revaluation project. The Contractor must be able to generate a GIS Model formatted for use on the Town's Web Site if necessary.

e. Neighborhood Delineation

After consideration of the environmental, economic, and social characteristics of the Town, the Contractor shall, with the cooperation and approval of the Assessor, and in cooperation with the Contractor for Residential properties, delineate "neighborhood" units within the Town. 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 numbers shall be recorded and maintained on street cards and in the most current Vision Appraisal CAMA Software System data base and applicable to Assessor Mapping through GIS presentation. The finalization of the neighborhood delineation will take place prior to the data collection for each property classification. The Contractor must be able to generate a

Neighborhood Model thru ARC-View for a GIS Model formatted for use on the Town's Web Site and for public relations if necessary.

2. Appraisal of Commercial, Industrial, Public Utility, Tax Exempt, Vacant and Special Purpose Properties and all Real Estate Appraisals Narrative and Summary Appraisal Reports:

a. General

All commercial, industrial, public utility, tax exempt, vacant and special purpose buildings shall be inspected, classified, priced and reviewed in the same manner as residential properties as set forth, except that the height of the building shall also be measured and recorded on the property record card.

b. Description

All buildings shall be identified and described as to component parts of construction, size, age, usage and present occupant(s) on the proper forms, as previously prescribed in these specifications. Business occupant recorded on every field card and linked to GIS Model.

c. Income Approach

Any income and expense data gathered by the Town shall be utilized by the Contractor for income producing properties. Any income and expense data including OPM form number M-58 with accompanying summary reports and rent schedules shall become the property of the Town. All information filed and furnished with the M-58 report shall not be 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 Assessor, the Contractor shall perform the income approach using both actual and economic income and expenses.

The Town shall be responsible for the collection of the M-58 (income and expense data) reports. The schedule for collection of said reports shall be:

<u>Taxpayer's Income Year</u>	<u>Date of Request</u>	<u>To Be Received By Assessor on</u>
1-1-06 to 12-31-06	April 2007	June 1, 2007
1-1-07 to 12-31-07	April 2008	June 2, 2008
1-1-08 to 12-31-08	April 2009	June 1, 2009

d. Plot Plan

A plot plan shall be made of all industrial properties showing the location of and identification of the buildings and yard improvements.

e. Yard Improvements

All yard improvements shall be listed and valued separately.

f. Fixed Equipment

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

Whenever any item which might be considered an item of personal property, yet is included in the valuation of the building, that item will be separately listed and described by the Contractor, either on the property record card or separately.

g. Individual Appraisal Reports

The following properties located in Branford and listed below are **included** in this Proposal:

SELF-CONTAINED NARRATIVE REPORTS

Location	Owner	Type
1. 173 Alps Rd.	Nationwide Health Pro Inc.	Assisted Living
2. 189 Alps Rd.	Branford Hills Realty Assoc.	Nursing Home
3. 13 Beaver Rd.	Adams Bradway B Trustee City Trust	Manufacturing
4. 14 Beaver Rd.	Adams Bradway B Trustee City Trust	Manufacturing
5. 145 Block Island Rd.	Bruce & Johnson Bfd.	Marina
6. 1 Church St.	Branford Atlantic Realty Co.	Manufacturing
7. 120 Commercial Pkwy.	Walmart R E Bus Tr	Retail
8. 329 East Main St.	Wilcris Realty Co. Inc.	Theater/Retail
9. 47-49 Goodsell Pt Rd	BGPM Inc	Marina
10. Hickory Rd.	Bruce & Johnson Bfd.	Marina/Marsh
11. 50 Maple St.	Marine Systems Inc.	Boat Storage/Restaurant
12. 150 No. Branford Rd.	Vine Properties II LLC.	Manufacturing
13. 200 No. Branford Rd.	Blakeslee-Arpaia Chapman	Manufacturing
14. Old Quarry Rd	Branford Town of	Quarry
15. Pleasant Point Rd.	Tilcon Minerals Inc.	Manufacturing
16. 190 Totoket Rd.	Tilcon Minerals Inc.	Manufacturing
17. 1025-91 West Main St.	KIOP Branford LLC.	Retail/Shopping

**PRICING SCHEDULE  
COMPLETE SUMMARY APPRAISAL REPORTS**

Location	Owner	Type
1. 1 Commercial St.	1 Commercial St Assc LLC	Manufacturing/ R & D
2. 2 Commercial St.	Turbine Components	Manufacturing
3. 4 Commercial St.	Turbine Components	Manufacturing
4. 11 Commercial St.	Cintas Corp. No.2	Manufacturing
5. 15 Commercial St	ZFI Group LLC	R & D
6. 16 Commercial St.	16 Commercial St Assc LLC	R & D
7. 20 Commercial St.	20 Commercial St. Assc LLC	R & D
8. 100 Double Beach Rd.	Hospice John D Thompson	Hospital
9. 30-38 E. Industrial Rd.	DIV Branford LLC.	Off/Ind/Med/R & D
10. 40-44 E. Industrial Rd.	DMP New Branford LLC.	Off/Med/R & D
11. 15 N.E. Industrial Rd.	Neurogen Corp.	R & D
12. 27 N.E. Industrial Rd.	Wafios Machinery Corp.	Manufacturing
13. 35 N.E. Industrial Rd.	Neurogen Corp.	R & D
14. 45 N.E. Industrial Rd.	Neurogen Properties LLC.	R & D
15. 20 Thompson Rd.	Seton Name Plate Corp.	Manufacturing
16. 4 Pin Oak Drive	Plato Assoc LLC	Manufacturing

\* This list is subject to reasonable amendment by the Assessor to include new properties constructed during the term of the contract.

**3. Final Review of Values**

A final review and inspection shall be made in the field of all Real Estate Appraisals for Narrative and Summary Appraisal Properties. The reviewer shall be competently trained and fully experienced in the appraisal of the particular type and kind of narrative and summary appraisal reports for the final value of which he/she is responsible. All review information should also be entered in the most current Vision Appraisal CAMA data base for revaluation.

The Contractor's review appraisers will review in the field all parcels after value generation. All Contractor reviewed values will be delivered to the Town Assessor periodically for final review during the duration of the project. The Assessor shall be notified of the date of reviewing and shall be entitled to accompany the reviewers during this phase of revaluation.

Prior to the mailing of taxpayer notices, the Contractor's Appraiser and project manager will review the final values, as established by the Contractor, with the Assessor to ensure that the Assessor staff is prepared to accept the Contractor's work. The Assessor will make the final judgment on the final value. If deemed to be unacceptable, the values will be corrected or reviewed by the Contractor as required or specified by the Assessor.

#### 4. Compliance Standards

##### a. Sales Ratio Standards

(i) The overall level of assessment as measured by the median assessment-sales ratio for all classes of property combined shall be within plus or minus 10 percent of the required 70 percent assessment ratio, that is, between 0.630 and 0.770.

(ii) The median ratio for each property class with at least 15 sales shall be within 5 percent of the overall median ratio for all classes of property combined. Departures from this standard are permitted if (1) the 95 percent confidence interval for the median falls within the 5 percent of the overall median, and (2) the standard for the coefficient of dispersion (item d below) has been met.

(iii) The coefficient of dispersion for all classes of property combined shall be 15 percent or less.

(iv) Provided there are at least 15 sales, the coefficient of dispersion shall be 15 percent for residential property, 20 percent or less for income-producing property, and 20 percent or less for vacant land.

(v) The regressivity index shall be between 0.98 and 1.03 for all classes of property combined and for any class of property with at least 30 sales. Departures from this standard are permitted if (1) a scatter plot of assessment-sales ratios against sale price shows that the regressivity index is abnormally influenced by outliers and (2) a statistical test does not confirm the existence of price-related bias at the 95 percent confidence level (two-tailed test).

(vi) All narrative and summary appraisals must meet USPAP standards.

##### b. Sample Size

The reliability of a ratio study increases with sample size. In conducting physical and statistical revaluations, Contractors may use sales up to three years before and three months after the assessment date (39 months).

At least one year of sales, including the nine months before and three months after the assessment date, shall be used in conducting assessment-sales ratio testing. If there are not at least 30 valid sales available in the 12 month period so defined in any class of property, then progressively older sales shall be added in no less than three months increments until at least 30 sales are available. If there are not at least 30 valid sales in a class of property over the entire 39 month period, then valid sales from an additional two prior years shall be used. All prior year sales should be time adjusted to reflect changes in market levels to the revaluation date.

c. Extension to Unsold Properties

The reliability of an assessment-sales ratio study depends upon sold and unsold properties being similarly appraised. In addition, appraising sold and unsold properties differently creates inequities and violates standards of professional practice.

Contractors shall appraise sold and unsold properties in the same manner, using the same valuation methods and procedures.

As part of testing a revaluation, the Contractor shall calculate the ratio of the total new value to the total previous value for (a) sold parcels used in sales ratio testing and (b) unsold properties not used in sales ratio testing. The ratio of (a) to (b) shall be from 0.95 to 1.05, that is, percent changes for unsold and sold properties must not differ by more than five percent. The calculations should exclude properties for which the property class has changed since the previous year and properties that have undergone a significant physical change.

Departures from this standard are permitted if a Mann-Whitney test shows that one can not conclude with 95 percent confidence that value changes for sold and unsold properties are unequal.

d. Certification and Compliance Reporting

As stated above, performance-based testing standards are developed for use by municipalities in performing revaluations and in certification. Municipalities that fail to meet the revaluation standards are subject to a penalty. Certification is the Assessor's attestation that the revaluation was made and completed in accordance with the law and that the revaluation standards have been met. If an error occurs due to the Contractor's miscalculations, the Contractor shall be solely responsible for payment of any and all penalties and their related or associated costs.

- e. The Contractor Will Provide; prior to the mailing of any value notices:
- (i). Assessment to sales ratio study
  - (ii) Report on ratio standards including but not limited to the report on ratio standards and the comparative value change report.

5. Control and Quality Check

a. Field Checks by Assessor

The Assessor, or his representative, shall spot check in the field, properties picked at random by him/her, with or without the appropriate Contractor's supervisor.

b. Contractor Quality Control

The Contractor shall establish an internal method of quality control to ensure the accuracy of the measuring and listing data. Such method shall be subject to approval of the Assessor.

Taxpayers must play an important role in monitoring the quality of this project and especially of the data collection. As commercial and industrial listings are completed, the Contractor, at its expense, shall send data mailers to owners of property in a format and according to a schedule to be approved by the Assessor. Mailers must consist of selected property descriptions as collected, and a cover letter which explains the purpose and the content of the mailer. The selected property descriptions shall be approved by the Assessor prior to mailing.

6. Incomplete Construction

The Contractor shall plainly tab, with filing tabs approved by the Assessor, all property record cards which have incomplete improvements on the October 1, 2009 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. In addition, a computer generated list by property location shall also be prepared and delivered to the Assessor.

**END OF SECTION**



## **Section X. RESPONSIBILITY OF TOWN**

### A. Nature of Service by Contractor

It is clearly understood and agreed that the services 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. The Contractor shall in good faith use its best efforts to assist the Assessor in determining accurate and proper valuations and shall not undervalue any land, building or other property to avoid or minimize its responsibilities as outlined in these specifications.

### B. Cooperation

The Assessor, Town and its employees will cooperate with and render all reasonable assistance to the Contractor and its employees.

### C. Items Furnished by Town

The Town shall furnish or make available the following:

#### 1. Maps

The Town shall provide copies of the current Assessor's maps to the Contractor

#### 2. Land Dimensions

The Town shall make available to the Contractor the lot sizes and total acreage of all parcels of property from the present Vision Appraisal CAMA Software System.

#### 3. Zoning

The Town shall make available current Town zoning regulations and zoning map.

#### 4. Property Record Cards

The Town shall make available data on the present Vision Appraisal CAMA Software System data base for the following data: owner record, location of property, address of owner, deed references, map references, lot size or acreage amount of properties and existing sketches of improvements.

#### 5. Property Transfers

The Town shall notify the Contractor on a regular basis, of property splits and transfers.

#### 6. Building Permits

The Town shall make available data on the existing data base for building permits issued during the course of the project up to and including October 1, 2009.

7. Identification

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

8. 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 the income approach to value of commercial or industrial properties.

9. Mailing Address

The Town shall make available data from the existing Vision Appraisal CAMA Software System data base for the current mailing address of all property owners.

10. Office Space

The Town shall furnish to the Contractor sufficient office space to carry out the terms of this contract. If the Town is unable to provide space, the Town will reimburse the Contractor for leased space, subject to the Town's approval of appropriateness and cost. Said office space shall be approved and set-up for operations within ten (10) days of the signing of the contract.

11. Computer Medium

The Town shall provide the Contractor with updated data from the Town's new and existing Vision Appraisal CAMA Software System data base. It is noted that the existing system is for updated data reference only and shall be retired at the implementation of values and data to the most current Vision Appraisal CAMA Software system with the Grand List October 1, 2009.

**END OF SECTION**

## **XI. PROFILE OF TOWN OF BRANFORD**

CURRENT HARDWARE – SERVER:

Server 2003 Operating in a VMWARE Environment and Accessible Remotely  
Via CITRIX

CURRENT HARDWARE WORKSTATION:

HP-DC 5100 Personal Computers 80GB/512MB

NUMBER OF USERS:

Total 15 (9 Fully Function Users: 6 Inquiry Only Users)

HARDWARE – PRINTER SERVICES;

HP 8150 DN

CURRENT CAMA SOFTWARE

Vision Appraisal CAMA Software System

CURRENT DATABASE:

ORACLE

NUMBER OF REAL ESTATE PARCELS INCLUDING EXEMPT:

13,500 +/-

NUMBER OF TAXABLE PERSONAL PROPERTY ACCOUNTS:

1,900 +/-

TAX BILLING AND COLLECTION VENDOR:

QUALITY DATA SERVICES INC.

SKETCH APPLICATION:

VISION APPRAISAL CAMA SOFTWARE SYSTEM

CURRENT GIS VENDOR/SOFTWARE:

ESRI SUITE OF Products

**END OF SECTION**

Town of Branford

Existing Hardware and Software

Assessor's Office:

Vision Appraisal CAMA Software System running in a Microsoft 2003 Server with Oracle Database

Quality Data Service Taxation Software running in a Microsoft 2003 Server with SQL Database

Engineering Office and Building Office

Software for GIS-ESRI-ARC VIEW Reader Version 9.2 Microsoft 2003

Innoprise-Microsoft Server 2003 SQL Database

**Section XII. ALTERNATE BID VIDEO IMAGING**

This module should produce high quality full color electronic photo images of all taxable and non-taxable buildings in the Town of Branford. The image produced shall be at least one view for each building on the property, the view of the principal building as from the street. The image of other buildings shall be as directed by the Assessor and First Selectman. The system should be user friendly, able to print hard copy reproductions, and must fully integrate with the Town's Vision Appraisal CAMA Software System, Internet and GIS system. The Proposal should include all labor, equipment and materials necessary for a fully functional and integrated system including, but not limited to, hardware, software, database development, installation, linking to the Vision Appraisal CAMA Software System, Internet (Town Hosted) and GIS systems.

**Section XIII. GIS SYSTEM COORDINATION**

The Town of Branford has established a GIS (geographic information system) for the town. This system uses ARC VIEW Reader Version 9.2 Software and provides land data base information. The unique identifier for bridging to this system will be the Assessor's Map/Block/Lot system. All data produced by the Contractor in the most current Vision Appraisal CAMA Software System should be capable of transferring seamlessly to the GIS system. It shall be the responsibility of the Contractor to insure that the data transfer functions in a manner acceptable to the Assessor, Board of Assessors, First Selectman, Town Engineer and Director of Information Technology.

**END OF SECTION**

## **XIV. EXHIBIT A**

### **Town of Branford**

#### **All Real Estate Appraisal Services**

##### Section I.

##### Insurance and Indemnification

1. The Contractor and all Subcontractors shall provide Automobile Insurance coverage of not less than One Million Dollars, (\$1,000,000.00) Combined Single Limit (C.S.L.) for Bodily Injury and Property Damage per accident, and General Liability Insurance coverage of One Million Dollars (\$1,000,000.00) C.S.L. for Bodily Injury and Property Damage per occurrence. The Contractor shall at all times indemnify and save harmless the Town of Branford and its officers, agents, and employees from and against any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses, and legal counsel fees arising out of injuries to persons (including death) or damage to property (including loss of use thereof) alleged to have been sustained by (a) officers, agents, and employees of the Town of Branford, or (b) the Contractor, his Subcontractors, or agents, or (c) any other person, which injuries or damage are alleged to have occurred on or near the work, or to have been caused in whole or in part by the negligent acts, omissions, or willful misconduct of the Contractor, his Subcontractors, or agents, or by reason of his or their use of faulty, defective, or unsuitable materials, tools, or equipment of defective design in constructing or in performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the Town of Branford for damage to property of the Town of Branford caused by the Contractor, or his Subcontractors, employees, or agents, or by faulty, defective, or unsuitable material or equipment used by him or them. The Contractor agrees that so much of the money due under and by virtue of this agreement as shall be considered necessary by the Board of Selectmen may be retained by the Town of Branford until all the suits or claims for damages shall have been settled and evidence to that effect furnished to the satisfaction of the Board of Selectmen or other Town officials charged with said determination.
2. The Contractor, and all Subcontractors, shall provide an umbrella liability policy of not less than Five Million Dollars (\$5,000,000.00).
3. The Contractor, and all Subcontractors, shall carry at all times Workers' Compensation Insurance with limits of 100/500/100 statutory limits, and shall save the Town of Branford harmless from any and all liability and expenses that may arise in consequence of any injury to any employee, or Subcontractor's employee, under the provisions of an "Act Concerning Compensation to Workers Injured in the Course of their Employment" and all amendments thereto.
4. Any compliance with Insurance Requirements shall be deemed to mean that the insurance is with a company authorized to do business in the State of Connecticut.

5. All certificates shall be from carriers who have an *A.M. Best* rating of “A” or higher.
6. The Town of Branford shall be listed as an additional insured on said policies. The Town may require a copy of the endorsement adding the Town of Branford as additional insured.
7. Each certificate of insurance shall provide that thirty (30) days prior written notice be given of any expiration, cancellation, or any other material changes in the Contractor’s insurance coverage. Prior to the effective date of any such cancellation, the Contractor shall take out, at its own cost, new insurance to cover the policies so cancelled. This section shall apply to the legal representatives, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such Contractor.
8. The Contractor shall furnish at the time of the contract signing, certificates of insurance, effective no later than August 1,2008, showing that the company has complied with the above provisions in reference to insurance and shall provide like certificates for any subcontractors.
9. The Contractor must comply with all reasonable insurance requirements set by the Town of Branford.

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

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

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

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

Signature of Authorized Agent: \_\_\_\_\_

Name and Title of Authorized Agent: \_\_\_\_\_

(Please Print) \_\_\_\_\_

**END OF SECTION**

## **Section XV. EXHIBIT B**

### **WARRANTY AND GUARANTEE**

#### **WARRANTY**

The successful contractor warrants that all aspects of services, valuation, utilizations of every Agreement Form for which they are responsible will be met as set forth within the Request for Proposals and all contracts for the 2009 Reappraisal and Revaluation. If such warranty is not satisfied the Town of Branford may seek any and all remedies for failure of the contractor to fulfill its obligation and duties.

#### **RESPONSES**

Responses to Proposals are not to be delivered by FAX. Sealed Proposals marked accordingly per Legal Notice are to be received at the Office of the First Selectman, Town Hall, 1019 Main Street, Branford, Connecticut until 3:00 PM on July 11<sup>th</sup>, 2008. Proposals will be publicly opened and read at 3:30 PM.

#### **INCURRING COSTS**

The Town Of Branford is not liable for any cost incurred for the preparation of proposals in any format including CD in Word or *Adobe Format* or submission of samples, including but not limited to another CAMA System proposed or demonstration of Test Drive Scenario by the firms submitting proposals for the work requested in this RFP document or request for proposals.

#### **FAMILIARITY WITH THE WORK**

Each Bidder shall be deemed to have examined the RFPS to fully acquaint itself with the exact existing conditions relating to the RFPS and to be fully informed as to all the aspects of the Revaluation involved and any and all difficulties and restrictions attending the performance of this contractor in these RFPS. Failure to do so will not relieve a Bidder (Contractor) of its obligation to furnish ALL requirements of the RFPS as specified herein for the consideration set forth in these RFPS. The submission of a bid shall be considered conclusive evidence that the Bidder (Contractor) has made such full and complete examination of all aspects of the RFPS.

#### **CONSIDERATION OF PRIOR SERVICE**

Previous performance, quality of service, merchandise and contracts will be considered but are not mandatory for consideration in awarding this contract as specified in all RFPS.

#### **ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS**

Addenda information will be available online at <http://www.branford-ct.gov>. *Adobe Acrobat Reader* may be required to view these documents. We strongly suggest that

Bidders (Contractors) check regularly for any addenda a minimum of forty eight hours in advance of the bid deadline.

### **GUARANTEE**

The Bidder (Contractor) unconditionally guarantees for a period including but not limited to six (6) years from the date of contract acceptance, all materials, supplies, equipment, services, utilization and performance: including but not limited to workmanship, delivery and installation of all aspects of all RFPS and contracts for the Town of Branford 2009 Reappraisal and Revaluation. Without any limitation of the Town's remedies, if within the guarantee period there are any defects, violations, breaches or signs of disclosed confidentiality, deterioration, malfunction in any area used for revaluation, data collection, valuation errors (human or CAMA) driven or any other area of these RFPS that maybe a source of legal contention the Bidder immediately shall repair, adjust or replace the item(s) in contention to the complete satisfaction of the Town of Branford. These repairs, adjustments, or replacements are at the sole expense of the Bidder and shall be made at such times that are agreeable to the First Selectman, Assessor and the IT Department (if applicable) so that it is least detrimental to all programs.

### **NONDISCRIMINATION IN EMPLOYMENT**

The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Nonsegregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this (these) contracts.

### **DISPUTE RESOLUTION**

#### **1. Mandatory Negotiation.**

The parties agree that they will attempt to negotiate in good faith any dispute of any nature arising under this (these) agreements. The parties shall negotiate in good faith at not less than two (2) negotiation sessions prior to seeking and resolution of any dispute by any means under Dispute Resolution provisions contained herein below. Each party shall have the right to legal representation at any such negotiation session.

#### **2. Mandatory Mediation.**

Any dispute or question arising under the provisions of this (these) agreements, which have not been resolved under the mandatory negotiation provision, shall be submitted to non-binding mediation before one (1) mediator agreed upon by the parties or appointed by the American Arbitration Association. Mediation proceedings shall take place at any suitable location in Branford, Connecticut and shall be conducted in accordance with the rules and procedures of the mediation then applicable of the American Arbitration Association. If an independent mediator is agreed upon by the parties, said independent mediator shall establish the rules of such



mediation. Each party shall pay one half of all costs and expenses of such mediation. The parties shall use their best efforts to reach a good faith resolution of said dispute within ninety (90) days after the commencement of the mediation proceedings. Any decision of the mediator shall not be binding upon the parties except by agreement of the parties.

3. Election to Begin Court Proceedings.

Provided the parties have completed the mandatory negotiation proceedings and the foregoing provisions with respect to mediation notwithstanding, if either party determines that mediation is not an appropriate means to settle any such dispute, such party shall have the right to commence judicial proceedings for the purpose of settling any such dispute.

**MECHANICS LIEN WAIVERS**

The successful Bidder (Contractor) shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Branford, with each progress payment, and/or at time of final payment, prior to any payment made.

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

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

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

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

Signature of Authorized Agent: \_\_\_\_\_

Name and Title of Authorized Agent: \_\_\_\_\_

(Please Print) \_\_\_\_\_

**END OF SECTION**

## **ADDENDUM ONE**

### **Performance–Based Revaluation Testing Standards and Certification of Revaluations Performed by Towns**

The Regulations of Connecticut State Agencies are amended by adding section 12-62i-1 to section 12-62i-8, inclusive, as follows:

Sec. 1 Section 12-62i -1 (NEW) Definitions.

As used in section 12-62i-1 to section 12-62i-8, inclusive, of the Regulations of Connecticut State Agencies:

- (1) “Aggregate mean ratio” means the ratio of the sum of the assessments to the sum of the sales prices;
- (2) “Apartment property” means an improved parcel of land devoted to use as a domicile of five or more dwelling units including co-operative ownership by the tenants. Apartment property includes the lot or land that is occupied by an apartment building and other improvements to or on the land;
- (3) “Assessor” means the assessor or board of assessors of any Connecticut town;
- (4) “Cadastral map” means a map drawn to scale displaying for each parcel of real property within a town, dimensions, survey lines, ownership boundaries and a unique identifier;
- (5) “Coefficient of dispersion” means the average absolute deviation of assessment/sales ratios from the median assessment/sales ratio, expressed as a percentage of the median;
- (6) “Commercial property” means an improved parcel of land used for the sale of goods or services including, but not limited to dining establishments, motor vehicle services, warehouse and distribution facilities, retail services, banks, office buildings, multi-purpose buildings that house more than one occupation, commercial condominiums for retail or wholesale use, non-residential living accommodations, recreation facilities, entertainment facilities, hotels, and motels. Commercial property includes the lot or land on which the building(s) is situated and accessory improvements located on a commercial lot such as paving and storage buildings;
- (7) “Company” means a revaluation company as defined in section 12-2c of the Connecticut General Statutes;
- (8) “Industrial property” means an improved parcel of land used for the production or fabrication of durable and non-durable man-made goods from raw materials or compounded parts including but not limited to manufacturing and processing facilities, industrial condominiums, and mining and quarrying operations. Industrial property includes the lot or land on which the building(s) is situated and accessory improvements located on an industrial lot such as paving, storage buildings and tanks.
- (9) “Market sale” means a sale for the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the real property will sell in a competitive and open market under all conditions requisite to a fair sale with the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. It includes the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (A) the buyer and seller are typically motivated, (B) both parties are well informed or well advised, and acting in what they consider their best interest, (C) a reasonable time is allowed for exposure in the open market, (D) payment is made in United States’ currency or in terms of financial arrangements comparable thereto, and (E) the price

represents the normal consideration for the real property sold which is unaffected by special or creative financing or sales concessions granted by anyone associated with the sale;

- (10) "Mass appraisal" means the process of valuing a universe of properties as of a given date using standard methodology, employing common data, and allowing for statistical testing. Methodology that is acceptable shall include, but is not limited to, automated valuation models, adaptive estimation procedure, multiple regression analysis, statistical analysis and other generally accepted techniques;
- (11) "Mean ratio" means the arithmetic average of the ratios;
- (12) "Median ratio" means the value of the middle ratio in an uneven number of ratios arranged or arrayed according to size or the arithmetic average of the two central ratios in an even number of ratios similarly arranged;
- (13) "Neighborhood" means a geographic area of complementary real property parcels that share similar locational and market value characteristics, and may be defined by natural, man-made, or political boundaries;
- (14) "Price related differential" means the ratio of the mean ratio to the aggregate mean;
- (15) "Property class" means any one of the following three major classifications of real property: (A) residential; (B) commercial including apartments, industrial and public utility; and (C) vacant land;
- (16) "Public utility" means an improved parcel of land used to provide services to the general public that are typically provided by a public service company as defined in section 16-1 of the Connecticut General Statutes. Public utility property includes the lot or land on which the building(s) is situated and accessory improvements located on the public utility lot such as paving, storage buildings and tanks;
- (17) "Ratio" means the property's assessed valuation divided by the property's sales price;
- (18) "Residential property" means an improved parcel of land devoted to human habitation for use as a domicile of less than five dwelling units. Property used for human habitation includes but is not limited to year round residences, rural residences, condominiums, estates, seasonal residences, and individually owned mobile manufactured homes. Residential property includes the lot or land on which the dwelling is situated, and accessory buildings(s) located on the parcel such as garages, sheds, pools and tennis courts;
- (19) "Revaluation" means the mass appraisal of property to determine the true and actual value of all real property in a town for assessment purposes in accordance with section 12-62 of the Connecticut General Statutes;
- (20) "Sales time period" means the twelve-month period beginning twelve months before the assessment date which is the effective date of a revaluation, provided if the total number of market sales occurring in said period is less than thirty the time period prior to said assessment date shall be extended in three-month increments until the number of market sales having taken place is equal to or greater than thirty, but shall not be extended more than thirty months prior to said assessment date;
- (21) "Secretary" means the Secretary of the Office of Policy and Management, or his designee;
- (22) "Sold" means properties that were transferred during the sales time period, provided such transfers were market sales;
- (23) "Unsold" means properties that were not transferred during the sales time period or were not market sales;

- (24) "Unsold property test" means the ratio of (A) the ratio of the market value of sold properties, to (B) the ratio of the market value of unsold properties where the ratio of the market value of sold properties is the total market value of all sold properties after revaluation to the total market value of all sold properties before revaluation, and the ratio of the market value of unsold properties is the total market value of all unsold properties after revaluation to the total market value of all unsold properties before revaluation;
- (25) "Vacant Land" means land that is not developed or land lacking in essential appurtenant improvements above and below water, that are required in order for the land to serve a useful purpose. It is land that may be an approved subdivision but is not presently being physically improved or sold as lots.

## Sec. 2. Section 12-62i -2 (NEW) General Provisions

Performance-based revaluation standards shall consist of two acceptable methods as set forth in section 12-62i-3 and 12-62i-4 of the Regulations of Connecticut State Agencies. The assessor shall utilize one of the methods so described.

## Sec. 3. Section 12-62i -3 (NEW) Ratio Testing Standards

### (a) Compiling Market Value Data

- (1) A file of all real property sales transactions for the sales time period used shall be established. For each such transaction the following information shall be included in the file: parcel identification number, property location, United States Census Bureau census tract number, date of sale, sales price, property assessment as of the date of the sale, property class, and any other salient property characteristics as of the date of the sale. The sales price of the property and its condition as of the date of the sale should be verified, if possible, with the buyer or seller.
- (2) If the sale property is not considered a market sale as delineated in subdivision (9) of section 12-62i-1 of the Regulations of Connecticut State Agencies, the file shall contain the reason for such determination.
- (3) The file may reflect an adjustment to the property sales price. The reason(s) for the adjustment shall be documented. Reasons for such an adjustment may include, but are not be limited to:
- (A) The fact that personal property is included in the transaction;
  - (B) The existence of a lease that does not represent market rent, as defined in section 12-63b of the Connecticut General Statutes; and
  - (C) The effects of price changes reflected in the real estate market between the date of sale and the assessment date that is the effective date of a revaluation.
- (b) Prior to finalizing a revaluation, the assessor shall conduct the following tests regarding the assessments derived from such revaluation. The assessments resulting from the revaluation shall be deemed sufficient, provided the following criteria are met:
- (1) the overall level of assessment for all property classes shall be within plus or minus ten percent of the required seventy percent assessment ratio, as measured by the overall median ratio, and
  - (2) the level of assessment for each property class with fifteen or more market sales shall be within plus or minus five percent of the median overall level of assessment for each property class, and
  - (3) the coefficient of dispersion for each property class with fifteen or more market sales shall be equal to or less than fifteen percent for all property, equal to or less than fifteen percent for residential property, equal to or less than twenty percent for commercial property, and equal to or less than twenty percent for vacant land, and
  - (4) the price related differential for all properties and for each property class for which there are fifteen or more market sales shall be within 0.98 and 1.03, and
  - (5) the unsold property test result shall be between 0.95 and 1.05.
- (c) In the event that the criteria described in subdivision (1), (2), (3), (4) or (5) of subsection (b) of this section are not met, the assessor shall, prior to the implementation of the revaluation, further analyze and refine the data elements or methods used in the revaluation. The assessor shall revalue the parcels of

real property for which a deficiency in either the level of assessment or the uniformity of assessments has been identified.

#### Sec. 4. Section 12-62i -4 (NEW) Procedural Testing Standards

(a) Prior to finalizing a revaluation, the assessor and the company, if any, employed by the town, shall conduct the following procedures during the revaluation program:

(1) Management

A written revaluation project plan shall be developed prior to the commencement of the revaluation and updated as necessary during the course thereof. The project plan shall include, but is not limited to, a list of project activities, person(s) responsible for each activity and the time frame of each activity. Periodic reports on the progress of the revaluation project plan shall be completed by the assessor and shall be filed in the assessor's office. Each such report shall chronicle the work completed and the work remaining for each activity.

(2) Property Inventory

(A) The cadastral maps shall be up to date.

(B) Each real estate parcel shall have a property record file, which should be computerized. Each property record file shall contain the following data, as applicable:

(i) parcel size

(ii) current land use

(iii) zoning classification of parcel

(iv) site characteristics that contribute to the value of the land

(v) neighborhood code

(vi) building size

(vii) construction quality or grade classification

(viii) year built

(ix) condition of the building(s)

(x) significant building characteristics, such as number of stories, height, construction type, and wall type

(xi) other characteristics that contribute to the value of the building

(xii) other structures or improvements that may exist on the parcel, such as a swimming pool, fencing, garage, or shed.

(C) Each land or building characteristic having a qualitative attribute shall have an alphanumeric code.

(D) A property inspection system shall be maintained.

(E) A building permit monitoring system shall be maintained.

(F) A quality assurance program consisting of:

(i) a data collection manual that explains how to measure structures and how to select the most appropriate property characteristics of those available;

(ii) a data review program to ensure all essential property characteristics are entered into the property record file;

(iii) an audit trail for either manual systems or computer systems that tracks changes in property records, who made the change, when the change was made and the value previous to each change.

(3) Compiling Market Value Data

(A) A file of all real property sales transactions for the sales time period used shall be established. For each such transaction the following information shall be included in the file: parcel identification number, property location, United State Census Bureau census tract number, date of sale, sales price, property assessment as of the date of the sale, property class, and any other salient property characteristics as of the date of the sale. The sales price of the property and its condition as of the date of the sale should be verified, if possible, with the buyer or seller.

(B) If the sale property is not considered a market sale as delineated in subdivision (9) of section 12-62i-1 of the Regulations of Connecticut State Agencies, the file shall contain the reason for such determination.

(C) The file may reflect an adjustment to the property sales price. The reason(s) for the adjustment shall be documented. Reason(s) for such an adjustment shall include, but are not be limited to:

- (i) The fact that personal property is included in the transaction;
- (ii) The existence of a lease that does not represent market rent, as defined in section 12-63b of the Connecticut General Statutes; and
- (iii) The effects of price changes reflected in the real estate market between the date of sale and the assessment date that is the effective date of a revaluation.

(D) A file of income and expense statements submitted in accordance with section 12-63c of the Connecticut General Statutes for the two-year period prior to the assessment date that is the effective date of a revaluation shall be maintained.

(E) If the cost approach to valuation is utilized for the revaluation, all building cost schedules, which shall reflect local construction costs as of the effective date of the revaluation, shall be maintained in the assessor's office.

(F) Market Analysis and Valuation

- (i) All parcels shall be stratified according to property class and neighborhood.
- (ii) Market sales analysis for market value trends and price level changes during the sales time period shall be conducted.
- (iii) If the cost approach method of valuation is utilized, market sales data should be used to develop schedules of depreciation.
- (iv) Criteria for the identification of comparable properties shall be established, documented and used.
- (v) For each parcel of property, more than one acceptable appraisal methodology should be used, if possible, to determine its market value. For each vacant land parcel, the direct sales comparison appraisal methodology should be used for revaluation purposes.
- (vi) Neighborhoods should be delineated on maps that display unit values for land valuation or are indexed to land value tables.
- (vii) For each residential property, the direct sales comparison appraisal methodology should be used for revaluation purposes. The cost approach may be used if, in the judgement of the assessor, insufficient comparable market sales data exist for valuation purposes.
- (viii) For each commercial or special use property, the income and/or direct sales comparison appraisal methodology should be used for valuation purposes. The cost approach may be used if, in the judgement of the assessor, insufficient comparable market sales or income data exist for revaluation purposes.

(b) A review of all real property values derived from the revaluation program shall be conducted. The process by which the review was conducted shall be put in writing and all changes in valuations effected during the review shall be documented.

(c) Documentation of the methodology used in the revaluation process shall be in writing and available for public inspection.

(d) Any departure from the requirements set forth in subsections (a) to (c) of this section shall be reasonable and the reasons shall be documented in writing and available for public inspection.

#### Sec. 5. Section 12-62i -5 (NEW) Certification

(a) On a form prescribed by the Secretary, the assessor shall certify that all real property located within the town has been revalued and that the revaluation meets the performance-based revaluation standards of subsections (b) or (c) of section 12-62i-2 of the Regulations of Connecticut State Agencies. Said form shall be signed and filed in the office of the assessor on or before the date the grand list that reflects real property assessments based on the revaluation is signed and filed pursuant to section 12-55 of the Connecticut General Statutes. A copy of said form shall also be submitted to the town clerk, who shall

record such form on the land records, and to the chief executive officer of the town and the Secretary, within ten days of the date it is signed by the assessor.

- (b) If the revaluation was conducted in whole or in part by one or more companies, as defined in subdivision (7) of section 12-62i-1 of the Regulations of Connecticut State Agencies, the form shall be co-signed by a person employed by each such company who is certified by the Secretary as a revaluation company supervisor in accordance with subsection (d) of section 12-2b-6 of the Regulations of Connecticut State Agencies.

#### Sec. 6. Section 12-62i -6 (NEW) Administration of Penalty

- (a) If the Secretary determines that a town has failed to comply with the provisions of sections 12-62i-3 or 12-62i-4 of the Regulations of Connecticut State Agencies, as the case may be, the Secretary shall send written notification to the town's chief executive officer by May first that the town is subject to the penalty pursuant to section 12-62i of the General Statutes. The Secretary shall cause the certification made to the State Comptroller for each applicable grant-in-aid to the town during such fiscal year, to reflect the amount of reduction in such grant-in-aid.
- (b) If a town has failed to comply and is not eligible to receive any such state grants-in-aid, the Secretary shall send a written demand to the chief executive officer of the town for the immediate payment to the State Treasurer of an amount equal to three per cent of the town's property tax levy for the fiscal year immediately preceding. Such payment shall be required to be made within ninety days of the date said demand is received.

#### Sec. 7. Section 12-62i -7 (NEW) Appeals

The chief executive officer of any town that is aggrieved by the action of the secretary in issuing notification of the imposition of a penalty in accordance with section 12-62i-6 of the Regulations of Connecticut State Agencies, may appeal to the secretary within thirty days of such notice. Such appeal shall be in writing and shall contain a reason for the appeal. Such appeal will be considered a contested case in accordance with chapter 54 of the Connecticut General Statutes.

#### Sec. 8. Section 12-62i -8 (NEW) Effective Date

Sections 12-62i-1 to 12-62i-7 of the Regulations of Connecticut State Agencies are effective with respect to a revaluation implemented on or after October 1, 2002.

**STATEMENT OF PURPOSE:** The proposed regulations will set forth standards for the certification of periodic revaluations of real property by towns. Each town will be required to certify that assessments derived from its revaluation meet certain statistical tests or that certain procedures were performed in conjunction with the revaluation. The proposed regulations also set forth the procedure that a town's assessor will use to certify that a revaluation meets the appropriate standards and the administration of the statutory penalty and appeal of such penalty if a town fails to comply with the provisions of these proposed regulations.