

City of Meriden, Connecticut

Purchasing Department

Request for Proposals

For

Revaluation of all Real Property

City of Meriden, CT

RFP 020-37

Proposals Due: July 7, 2020 @ 11:00 AM

Purchasing Department

142 East Main St. Room 210

Meriden, CT 06450

(203) 630-4115



**FINANCE DEPARTMENT
PURCHASING DIVISION
ROOM 210 CITY HALL
142 EAST MAIN STREET
MERIDEN, CONNECTICUT 06450-8022**

**ADAM B. TULIN, MPA
PURCHASING OFFICER**

PHONE 203-630-4115

LEGAL NOTICE

The City of Meriden is seeking proposals from qualified contractors to assist the City Assessor in performing the Revaluation of all real property located in the City of Meriden for the October 1, 2021 Grand List.

Sealed RFPs, subject to the conditions contained herein, will be received by the City of Meriden Purchasing Department until 11:00 AM, local time on Tuesday July 7, 2020.

**Request for Proposals for Revaluation of all Real Property
RFP020-37**

Copies of the described RFP may be examined at no expense at the City of Meriden Purchasing Office or may be downloaded from the City of Meriden website (www.meridenct.gov). Additionally, copies of the RFP may also be downloaded from the State of Connecticut Department of Administrative Services website (www.biznet.ct.gov).

The return envelope must be clearly marked with the Proposal Document RFP020-037 and addressed to the Meriden Purchasing Department, Room 210, and 142 East Main Street, Meriden, CT 06450. One original proposal and two (2) copies are to be submitted as well as one full proposal submitted on a flash drive.

The City reserves the right to waive informalities, and accept or reject any or all proposals if it is deemed to be in the best interest of the City. Proposals received after the date and time specified shall not be considered and shall be returned, unopened.

The City of Meriden is an Affirmative Action-Equal Opportunity Employer. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.

Adam B. Tulin
Purchasing Officer
Dated: June 12, 2020

INSTRUCTIONS TO PROPOSERS

RFP020-37 Revaluation of All Real Property Located Within the City of Meriden, CT Effective October 1, 2021.

1. Receipt and Opening of Proposals:

All Proposals shall be submitted in sealed opaque (non-see-through) envelopes clearly labeled with the Proposer's name, address, and the name of the Project for which the proposal is submitted. The words "PROPOSAL DOCUMENT" must appear on the envelope and the time and the date the submittal is due. If mailed, the sealed envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. No responsibility will be attached to any City Representative or employee for the premature opening of a proposal not properly addressed and identified.

2. Method of Proposal: Proposers shall be certified or licensed, if appropriate, by the State of Connecticut, or state of appropriate jurisdiction. The City may make such investigations as it deems necessary to determine the ability of the proposer to perform the service, and the proposer shall furnish to the city all such information and data for this purpose as the city may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of such proposer fails to satisfy the city that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

3. Addenda and Interpretations: No interpretation of the meaning of the Request for Proposal will be made to any proposer orally. Every request for such interpretation should be in writing, e-mailed to meridenpurchasing@meridenct.gov and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplementary instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the City Website (www.meridenct.gov) not later than three (3) days prior to the date fixed for the opening of proposals unless it is to extend the proposal due date. Failure of any proposer to receive any such addenda or interpretation shall not relieve any proposer from any obligations under his bid as submitted.

4. Subcontractors: The proposer is specifically advised that any person, firm or other party to whom it is to award a subcontract under this contract must be acceptable to the City and that approval of the proposed subcontract award cannot be given by the City unless and until the successful proposer submits all information and evidence to the City regarding the proposed subcontractor requested by the City. Although the proposer is not required to attach such information and evidence to the proposal, the proposer is hereby advised of this requirement so the appropriate action can be taken to prevent subsequent delay in subcontract awards.

5. Method of Award – Qualified Proposer:

- (a) The City reserves the right to reject any or all proposals and may waive any informality.
- (b) In the event that there is a discrepancy between price written in words and in figures, the price written in words shall govern.
- (c) The City reserves the right to increase or decrease the scope of each item proposed upon at the same proposal price stated in the proposal form.
- (d) The City reserves the right to correct any award erroneously made as a result of a clerical error.

6. Corrections: Erasures or other changes in the proposal shall be explained or noted over the signature of the proposer.

7. Obligation of Proposer:

- (a) At the time of the opening of proposals, each proposer will be presumed to have read and to be thoroughly familiar with the specifications and other documents (including all addendum or addenda). The failure or omission of any proposer to receive or examine any form, instrument or

documents which has been sent to the address given by such proposer, or the failure of the proposers to familiarize themselves with the conditions relating to the specifications shall in no way relieve any proposer from any obligation in respect to the proposal.

(b) The proposer is responsible for submitting a proposal that will conform to all existing Federal, State of Connecticut, and City of Meriden statutes, ordinances, and regulations. Attention is called specifically to the state requirement relative to licensing of corporations and registrations of partnerships and fictitious names.

8. Patents: The proposer shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the proposal documents.

9. Payments:

a) The City will make such payments to the proposer not less than 30 days following the approval of an invoice submitted for service provided.

b) Cash discounts offered must be for at least a period of 30 days to be considered in the awarding of contracts and discount periods shall be from the date of service, otherwise proposals should be net.

c) The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal Government, and the Sales and Use tax of the State of Connecticut, under State Statute 12-412, such taxes should not be included in the proposal price.

10. Contract:

A contract will not be awarded to any corporation, firm, or individual who is in arrears to the City by debt or contract, or who is in default as security or otherwise by any obligation to the City.

The City of Meriden reserves the right to reject any and all proposals or quotations, to waive any discrepancies in the proposals, quotations, or specifications, when deemed to be in the best interest of the City and also to purchase any part, all, or none of the service(s) specified.

11. Non-Collusive Proposal Statement: All proposers shall be required to provide a signed non-collusive statement with all the public proposals as follows:

a) The proposal has been arrived at by the proposer independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Legal Notice for Proposals, designed to limit independent proposals or competition, and:

b) The contents of the proposal have not been communicated by the proposer or their employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.

12. City of Meriden Code of Ethics:

The City of Meriden Code of Ethics, sections 21-1 through 21-15 of the City Code, are incorporated herein by reference and the terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City as a result of this proposal as if those terms were set forth in such contract or agreement.

Proposers are specifically advised that the Code of Ethics prohibits public officers or employees, their immediate families and business with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Proposers are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

PROPOSERS SHOULD NOTE THAT CONTRACTS, AGREEMENTS AND PROPOSALS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

Copies of the Code of Ethics may be obtained from the office of the City Clerk.

13. Assignment of Contract:

No contract may be assigned without the consent of the Purchasing Officer or his designee.

14. Insurance:

The Proposer shall provide and maintain a Certificate of Insurance indicating proof of Professional Liability (and/or Errors and Omissions Coverage), Loss of Valuable Papers and other required insurance as noted below, and is hereby made a part of this Agreement.

All insurance coverage shall be provided by the Proposer at no additional expense to the City. The scope and limits of insurance coverage specified are the minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided under the Proposer's policies.

The Proposer shall be responsible for maintaining the stated insurance coverage in force for the life of the contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut.

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Proposer agrees that the coverage or the acceptance by the City of Certificates of Insurance indicating the type and limits of insurance shall in no way limit the liability of the Proposer to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Proposer shall be primary insurance, except when stated to apply in excess or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurance held by the City.

The Proposer shall not commence work under the terms of this contract until he has obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following minimum pertinent information:

- * Name of Insurance Carrier writing policy
- * Name of Insured
- * Address of Named Insured
- * Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- * Policy Periods (effective and expiration dates)
- * Limits of Liability
- * Brief description of operations performed and the property covered
- * Name and address of certificate holder
- * Authorized agents name and address
- * Date and signature of the issuing agent (original only)
- * All General Liability additional names insured endorsements
- * All General Liability cross liability endorsements
- * 30-day written notice provision
- * A deletion of any disclaimer wording relative to providing the holder with notice of cancellation - example: "endeavor to" provide notice or wording to the effect the Carrier will not be responsible should notice not be furnished.

Each insurance policy (with the exception of Workers' Compensation and Professional Liability) shall contain an endorsement including the City of Meriden as an Additional Insured, evidence of a Cross Liability endorsement so that each Insured's interests are considered and treated separately in the case of claims between the insured, and an endorsement providing a 30-day Advance Notification to the City in the event of any material change, modification, cancellation, or non-renewal of insurance coverage.

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew or any other cause, the City shall order the cessation of all proposer activities until such time as the insurance requirements are complied with.

**REQUEST FOR PROPOSAL
FOR
Assessor Revaluation of All Real Property
RFP020-37**

DEFINITIONS

For the purposes of this RFP, the following meanings shall apply:

- a. "Appraisal Company" means the appraisal firm(s), selected by the Assessor, assisting the Contractor in the preparation of the Revaluation.
- b. "Assessor" means the appointed Assessor of the City of Meriden.
- c. "CAMA" means Computer-Aided Mass Appraisal System.
- d. "Contract" means the agreement awarded to the Contractor and executed by the Contractor and the City which shall incorporate all terms and specifications of this RFP and shall be in substantially the form attached hereto as *Appendix B*, except as otherwise agreed to by the City in its sole discretion.
- e. "Contractor" means the successful Respondent to whom the Contract is awarded.
- f. "Field Review" means the ongoing method during the Revaluation when properties are viewed in the field by experienced appraisers who double check the uniformity and accuracy of physical characteristics that affect value.
- g. "Full Measure and List" means an inspection of all exterior and accessible interior areas of the building, identifying all architectural details, quality of construction, and conditions that are pertinent to the valuation of the building. In addition, it will also include an exterior measuring of all improvements to verify and determine the size of the improvements and outbuildings. This inspection will include an exterior photograph and will apply to residential and commercial properties.
- h. "Interior Inspection" means an inspection of all accessible interior areas of the building, identifying all interior architectural details, quality of construction, and condition that are pertinent to the valuation of the building. It will also include an exterior viewing of the property in order to verify or correct any physical details to structural improvements attached to a property. This inspection will not require any exterior measuring of any structural improvements unless during the verification process, an error is identified. This inspection will not include exterior photographs. This definition will apply to residential and commercial properties.
- i. "Respondent" means the firm responding to this RFP.

- j. "Revaluation" means the revaluation of all real property, commercial, residential and exempt within the corporate limits of the City for the October 1, 2021 Grand List, in accordance with the conditions and specifications of this RFP.
- k. "Revaluation Project Report" means the documents prepared by the Contractor following the completion of the Revaluation.
- l. "City" means the City of Meriden.

I. GENERAL INFORMATION

A. SCOPE OF INFORMATION

The RFP is for the Revaluation of all real property (19,547 parcels) in the City included in the following categories:

- 1. Taxable real estate, land, buildings and improvements.
- 2. Exempt real estate, land, buildings, and improvements.
- 3. Public utility real estate, land, buildings and improvements.

The Revaluation will include a Full Measure and List all properties. After two attempts to access the interior of a property, Data Mailers may be used to supplement the information. Additionally, properties that are included in the sales verification process will require a Full Measure and List and the mailing of sales verification sheets to the new owners. ("Sales Verification" in Section VI A.1. of this RFP.)

The assessed values to be determined shall be seventy (70) percent of the full fair market value as defined in Section 12-63 of the Connecticut General Statutes and shall be based on recognized methods of appraising and conform to USPAP (Uniform Standards of Appraisal Practice).

The Contractor shall furnish all of the databases, labor, materials, supplies, and equipment and perform all work for the Revaluation project in strict accordance with the specifications herein.

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

The Contractor will be responsible for development of all property valuations. However, the City reserves the right to hire an independent commercial Appraisal Company that will be chosen by the Assessor to assist the Contractor with the development of all non-residential values. The Contractor will provide to the Appraisal Company all documentation and information requested by the Appraisal Company in whatever form requested. Coordination with the Appraisal Company

will be necessary with regard to inspection of the commercial real estate. Any disagreement between the Contractor and the Appraisal Company shall immediately be brought to the attention of the Assessor, with the final decision being that of the Assessor.

B. SOFTWARE

This revaluation project must be completed using a CAMA system. The City currently operates Patriot Properties Inc. Software version 5.4.7. The Contractor may, as a separate option, propose new CAMA software. The proposal shall list the dollar amount which will be billed to the City by the Contractor for the cost to convert the City’s current CAMA system (Patriot Properties Inc.) to a new system the Contractor is recommending. The Contractor shall include the name of the system, annual support fees including GIS, annual cost of hosting data on its website and any additional fee the Contractor may have in addition to the above, as well as the timeframe for such conversion. Any replacement computer system and or software upgrades and all data contained within this system will be the property of the City of Meriden.

C. CITY DATA

The City of Meriden is contained within 23.7 square miles. The 2017 census indicated the city’s population is 59,927. The last revaluation of the City of Meriden was conducted for the October 1, 2016 Grand List. The City’s maps are updated frequently, and the City of Meriden utilizes a GIS mapping program using ESRI software. The approximate composition of the property types in the City of Meriden is delineated in the following table:

<u>PROPERTY CLASS</u>	<u>TOTAL PARCELS</u>
Residential (single family, Condo, 2-4 units)	17,769
Apartments (5+ units)	146
Vacant Land (Residential and Commercial)	105
Commercial	825
Industrial	62
Public Utility	4
Use Assessment	53
Exempt (Residential/Commercial)	<u>583</u>
<i>TOTAL PARCELS</i>	<u>19,547</u>
 Total Real Estate Grand List – 2019 (Including Exempt Properties)	 \$3,913,067,545

II. PROPOSAL PROCESS

A. PROPOSAL SUBMITTALS

1. Submission of Proposals

One (1) original and two (2) copies and one (1) electronic version of the response to this RFP must be received by 11:00 AM on July 7, 2020. Proposals shall be addressed and delivered to the Purchasing Office, 142 East Main St, Rm 210, Meriden, CT 06450. The sealed envelope must have the company's name and address in the upper left hand corner and clearly marked "RFP020-37: ASSESSOR REVALUATION PROPOSAL" in the lower left hand corner.

All proposals shall be opened publicly and recorded as received. There will be no public reading of proposals. Proposals received later than time and date specified will not be considered. No proposal may be withdrawn within 90 days after the submission due date.

Any proposal which does not respond to each issue in the RFP may be rejected by the Assessor as non-responsive.

2. Preparation of Proposal

To assist the Respondents in successfully responding to the RFP, the City has developed a proposal outline and several documents that must be completed and submitted with the proposal. Please format your responses as outlined below:

- (i) A letter of transmittal, including a Corporate Resolution (if Respondent is a corporation), signed by the individual authorized to negotiate for and contractually bind the Contractor stating that the offer is effective for at least ninety (90) days from the deadline for the submission of proposal. Also include the name and telephone number of person(s) to be contacted for further information and clarification.
- (ii) Copy of the Respondent's financial statements for the last two (2) fiscal years. The City reserves the right to request additional financial information relative to the Respondent's financial stability.
- (iii) Summary of proposal's advantages and strengths.
- (iv) Copy of the Respondent's current Connecticut Revaluation Certification.
- (v) State the number of years the Respondent has been engaged as a company, corporation, partnership, or individual specializing in municipal Revaluation services.
- (vi) Listing of all municipal Revaluations completed during the past five (5) years, including customer/client contact, telephone number, size of municipality, scope of services rendered, and date completed.

- (vii) A listing of any lawsuits against Respondent by any government entity in the last three (3) years for which Respondent has performed services.
- (viii) A listing of all Revaluations, now underway or under contract, telephone number, size of municipality, scope of services to be rendered, and date completed or to be completed.
- (ix) Written assurances that the Revaluation will meet the Assessor's Certification Requirements.
- (x) Listing of personnel to be assigned to the Revaluation project, including years of experience in current positions and other revaluation or appraisal positions, Connecticut State Certifications, municipalities served, and their roles in those revaluations. Proposals must identify a Project Manager, Field Appraisal Supervisor, Residential Appraiser, Commercial Appraiser, and the number of data collectors to be utilized. Also identify the personnel role/responsibilities and minimum number of days committed to this project. Identify other projects each individual is currently assigned to and their anticipated completion date of that assignment. Resumes of personnel assigned shall also be included.
- (xi) Create a work-plan that addresses the key tasks and respective completion dates outlined in Section III L. in this RFP. The work-plan should include each task, completion date, and person responsible for completing the identified tasks.
- (xii) Description of the methodologies used for assessing values for residential, commercial, industrial, condominium, and vacant land parcels.
- (xiii) Description of sales analyses performed to verify accuracy of valuations.
- (xiv) Description of verification process for sales used in the sales analysis.
- (xv) Description of the proposed public relations program that would be used during the Revaluation.
- (xvi) Create a work-plan that addresses maintaining both CAMA systems with the most current information. (See Section V F.)
- (xvii) Respondent Proposal Form Agreement – This form is found in *Appendix A* and should be completed in its entirety.
- (xviii) Respondent Non-Collusion Agreement – This form is found in *Appendix C* and should be completed in its entirety.
- (xix) Description from Senior Commercial Appraiser of Respondent as to how it will work with Appraisal Company in developing Commercial property values.
- (xx) Description from the Senior Field Appraiser Supervisor of Respondent who will assist with the valuation of waterfront or water influenced properties.

- (xxi) A list of municipalities where the Respondent has performed a revaluation using the *Patriot Properties Inc. Software* as the CAMA system.
- (xxii) Willingness to use and experience with the City's current CAMA system, *Patriot Properties Inc.*'s latest version.
- (xxiii) In addition to the foregoing, all information pertaining to the Contractor's technical and management approach to completing the Revaluation, as well as the proposed cost, timetable and staffing plan, shall be presented in the proposal. The proposal must address, at a minimum, each of the items as set forth in this Section IIA.2. as well as any addendums in order to be considered responsive.

3. Oral Proposals and Presentations

At the option of the City, oral presentations may be requested. However, selection may be based solely on the proposals received.

4. Taxes

Since the City is exempt from all taxes, no charges for taxes of any kind should be included in your proposal or on any invoices to the City.

5. Contract Documents; Exceptions

The terms of this RFP will be incorporated into the Contract awarded to the successful Respondent. Therefore, any exceptions to the terms of the RFP must be noted in the proposal. Attachments to the proposal must be in addition to, not in lieu of, the provisions of the RFP. Any conflict between provision(s) of the Contract, the RFP, the proposal or other attachments or exhibits will be resolved in favor of the provision which provides for a higher standard of obligation to service by the Contractor and a lower measure of liability of the City.

6. Withdrawal of Proposal

Any proposal may be withdrawn prior to the above-scheduled time for receiving proposals, or any authorized postponement thereof. Any withdrawal shall be effective only if hand-delivered to the Assessor in writing prior to the opening time set forth above. Any proposals received after the date and time specified will NOT be considered. Respondents may not withdraw the proposal within 90 days after the actual opening thereof.

7. Inquiries

Questions about this RFP may be directed to Adam B. Tulin, Purchasing Officer, by email meridenpurchasing@meridenct.gov or fax (203) 630-3852 or no later than 7 days prior to the date proposals are due. All information given by the City except by written addenda shall be informal

and shall not be binding upon the City nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the Town.

Answers to these questions will be addressed in an addendum which will be issued on the City of Meriden Web site at <https://www.meridenct.gov/business/bids-rfps/>. **It shall be the responsibility of the bidder to download this information. THE CITY OF MERIDEN WILL NOT MAIL A SEPARATE HARD COPY OF ADDENDA TO BIDDERS.** No addendum will be issued less than 3 (three) calendar days before the scheduled bid opening unless it is to postpone the bid.

8. Reservations

The City reserves the right, in its sole discretion, to reject any or all proposals or parts of proposals for any reason whatsoever; to waive informalities in said proposals; or to accept any proposal or part thereof deemed to be in the best interests of the City.

The City reserves its right to cancel, revoke, rescind, or nullify any proposal award, without penalty, if the State of Connecticut passes any act or amends any of the statutes or regulations, affecting the timing, method or requirements of the Revaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal was selected. Submission of the proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the Contract between the City and the Contractor selected.

Additionally, after proposals are received, the City reserves the right to communicate with any or all of the Respondents to clarify the provisions of this request. The City further reserves the right to request additional information at any time after proposals are opened.

B. PROPOSAL EVALUATION CRITERIA

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

1. Directness of response to the specifications.
2. Cost of the Revaluation project will be considered, but will not be the sole basis for evaluation. Respondents must demonstrate that they are qualified and responsible as well.
3. Prior experience.
4. Nature and size of Respondent's organization and familiarity with the area.
5. Quality of similar revaluation projects Respondent has completed in the past.
6. Project timetable.
7. Range and completeness of the public information program.
8. Completeness to the questions posed to each Respondent by Selection Committee.

C. NOTICE OF AWARD

A Notice of Award will be issued to advise the successful Respondent of the intended award of the Contract, and of Respondent's obligations to the City in the way of proposal documents Respondent has to furnish, including the Performance Bond and the required Insurance Certificate (as covered in Section III hereof). Until the successful Respondent meets these obligations, the Respondent is forbidden to proceed with the Contract.

III. GENERAL CONDITIONS

A. BONDING

The selected Contractor shall furnish to the City a performance surety bond in the amount of the Contract price, which bond shall be issued by a bonding company authorized to do such business in the State of Connecticut with a minimum A.M. Best Company rating of A- (VII) or better or specifically approved by the City. Said bond shall be in a form satisfactory to and approved by the Purchasing Officer and shall be delivered for review prior to the signing of the Contract.

It is understood and agreed that upon the satisfactory completion of the Revaluation, the performance bond shall be reduced to 10% of the value of the Contract. This is for the purpose of assuring that the Contractor will assist and cooperate in the defense of all appeals taken by taxpayers. The reduced amount of bond shall become effective after the Revaluation has been completed and has been approved by the Assessor and after the completion of the duties of the Board of Assessment Appeals. The reduced amount of the bond shall remain effective until a full and final resolution in the courts of any appeal taken from the actions of the Board of Assessment Appeals on the list of October 1, 2021.

The successful Respondent to whom the Contract is awarded must file the required performance bond within ten (10) business days of the date of notification of award. Failure or neglect to do so may be considered by the City as evidence that the Contractor is unable to fulfill the Contract.

B. INSURANCE

The Contractor shall procure, at its own expense, and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

1. Minimum Scope and Limits of Insurance

- (i) Broad Form Commercial General Liability: \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, property damage, and products/completed operations.
- (ii) Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- (iii) Workers' Compensation Limits: as required by State of Connecticut Labor Code.
- (iv) Professional Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate.
- (v) Adequate insurance to cover the value of personal property (including, but not limited to, personal computers) belonging to the Contractor while located on City property, while in use or in storage, for the duration of the Contract.

2. Notice of Cancellation or Non-renewal

Each insurance policy required hereunder shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (i) Liability (General, Automobile, and Professional) Coverage:
 - a) "The City of Meriden and its officers, agents, elected and appointed officials, employees, volunteers, boards and commissions, including the Board of Education" are to be named as additional insured with regard to liability arising out of activities performed by or on behalf of the Contractor. A copy of the additional insured endorsement shall be included with the certificate of insurance.
 - b) The Contractor's insurance coverage shall be the primary insurance as regard to the City. Any insurance or self-insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- (ii) Workers' Compensation and Employer's Liability Coverage:

If State statute does not require the Contractor to obtain Workers' Compensation insurance, then the Contractor shall furnish the City with adequate proof of the self-employment status. The Contractor agrees to waive all rights of claims against the City for losses arising from the work performed by the Contractor. In the event that during the Contract this self-employment status should change, the Contractor shall immediately furnish proper notice to the City and a Certificate of Insurance

- (iii) Waiver of Subrogation. The insurer shall agree to waive all rights of subrogation against the City for losses arising from the work performed by the Contractor for the City.

4. Acceptability of Insurers

- (i) Insurance is to be placed with insurers which have an A.M. Best rating of A- (VII) or better.

- (ii) Insurance companies must be licensed to do business in the State of Connecticut.

5. Verification of Coverage

The selected Contractor shall furnish the City with certificates of insurance evidencing coverage required by this Section IIIB. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City's Purchasing Officer before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the rights to require complete, certified copies of all required policies, at any time.

The selected contractor must file the required Insurance Certificates within ten (10) business days of the date of notification of award. Failure or neglect to do so may be considered by the City as evidence that the Contractor is unable to fulfill the Contract and considered a breach of the Contract.

C. COPYRIGHT LIABILITY

The Contractor shall indemnify and hold the City and its officers, agents, elected and appointed officials, employees, volunteers, boards and commissions, including the Board of Education, harmless from liability of any nature or kind, including costs, expenses and attorneys fee for or on account of any patented or copyrighted equipment, materials, articles, or processes used in the performance of the Contract.

D. INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the City, including but not limited to its officers, agents, elected and appointed officials, employees, volunteers, boards and commissions, including the Board of Education, from and against any and all liability for loss, damage or expense which the City may suffer or for which the City may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the performance of the Contract, whether or not due in whole or in part by any act, omission or negligence of the City or any of its representatives or employees. Insurance coverage specified in this document constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of this Agreement. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for his/her/its proper protection in the prosecution of the work. Contractor agrees that will well and truly save and indemnify and keep harmless the City against all liability, judgments, costs and expenses which may in any way come against owner, or which may in any way result from the carelessness or neglect of Contractor or its agents and employees or in any respect whatever.

E. REVALUATION CERTIFICATE

The Contractor must hold, from the time of submission of the proposal through the completion of the Revaluation Project, a valid Connecticut Revaluation Company Certificate pursuant to Section 12-2c of the Connecticut General Statutes.

F. PERSONNEL

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

The Assessor will request and have the final decision as to the specific personnel that will be assigned to perform all tasks related to the Revaluation. The ability of the Contractor to commit these personnel for the duration of the project will have a direct impact on the awarding of the Contract.

1. Qualifications of Personnel

All personnel assigned to the Revaluation project shall be subject to the approval of the Assessor and shall be subject to removal from the project by the Contractor upon the written order of the Assessor.

The City must approve any changes to the Contractor's staffing as outlined in its proposal. Any proposed new or replacement staff are subject to the approval of the Assessor.

The Contractor will not allow any on-the-job training of its new employees in the City while the Revaluation is underway without the consent of the Assessor.

2. Minimum Qualifications

(i) Project Manager

The administration of this project shall be assigned by the Contractor to the Project Manager, who shall be certified by the State of Connecticut as a Revaluation Supervisor and who, preferably, shall have not less than ten (10) years of practical appraisal experience in the appraisal of residential, commercial, industrial, and special use property appraisal. The Project Manager shall be available on a bi-weekly basis to meet with the Assessor to discuss matters relating to the Revaluation project.

(ii) Field Appraisal Supervisor

The Field Appraisal Supervisor will be the primary, on-site supervisor for the Revaluation. This individual shall be certified by the State of Connecticut as a Revaluation Supervisor and who, preferably, shall have not less than seven (7) years of property assessment experience.

The Field Appraisal Supervisor must be available at all times for immediate resolution of any daily operational or public relations issue.

(iii) Senior Commercial Appraiser

The Senior Commercial Appraiser shall be certified under the Connecticut Revaluation Program and who, preferably, shall have a Member Appraisal Institute (MAI) designation and shall not have less than seven (7) years of practical experience in the appraisal of commercial, industrial, and special use property appraisal.

(iv) Reviewers and Appraisers

Reviewers and Appraisers working for the Contractor shall be certified under the Connecticut Revaluation Certification Program, and preferably shall not have less than five (5) years of practical experience in the appraisal of the particular types of properties for which they are responsible. Two (2) years of this experience shall been in the mass appraisal field and shall have occurred within the past eight (8) years.

(v) Data Collectors

Data Collectors shall have at least one (1) year experience in the appraisal or municipal revaluation field. Any person who does not meet these qualifications, must work under the direct supervision of an Appraiser or Project Manager. No more than two (2) different data collectors of this level will be assigned to the Revaluation without the approval of the Assessor. Minimum age for a data collector is twenty-one (21) years old.

Commercial Data Collectors shall have at least five (5) years' experience in the appraisal or municipal revaluation field.

(vi) Data Entry

Data entry of the data collector's findings will be the responsibility of the City. Should the City implement the Contractors recommended software, the Contractor shall provide adequate training to all Assessment staff. All data collector's findings should be forwarded to the Assessor on a bi-weekly basis for entry into the system.

The Contractor shall include as a separate option the cost for the Contractor to perform all data entry. Should the Contractor be responsible for the data entry: The Data Entry personnel shall have at least (2) years' experience entering field data. No more than two (2) different data entry personnel will be assigned to the Revaluation without the approval of the Assessor. All data collector's findings should be forwarded to the Assessor on a bi-weekly basis for quality control review.

G. OFFICE HOURS AND STAFFING

The Contractor will be provided office space within the City Assessor's Office.

H. IDENTIFICATION

All field personnel shall carry visible identification cards supplied by the City of Meriden. Such cards shall be laminated and include a recent photograph. These cards will be relinquished at the completion of field personnel's duties. All motor vehicles used by field personnel shall be registered with the Assessor's office and the Police Department, giving license plate number, make, model, year and color of vehicle.

I. BACKGROUND CHECK

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

J. CONFLICT OF INTEREST

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

K. DRESS CODE

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

L. COMPLETION DATE AND TIME SCHEDULE

Within two (2) weeks/14 calendar days after receipt of notice of award by the City and subject to the approval of the City Council, the Contractor shall execute with the City a Contract and shall, within two weeks/14 calendar days after execution of the Contract, commence the Revaluation and continue uninterruptedly in a diligent fashion so as to ensure completion within the schedule of completion dates hereinafter set forth. **Time is of the essence.**

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

- (i) Callbacks to all non-entry property owners will be made immediately after initial data collection is completed and will continue throughout the project.
- (ii) March 31, 2021: Data Mailers will be sent out as determined by the Assessor. Information from the mailers will be reviewed and inputted into the database by the City.
- (iii) April 1, 2021: Complete preliminary land study and values. Values are to be continuously updated until October 1, 2021.
- (iv) July 1, 2021: Complete study of market rents, expenses, and capitalization factors. Values are to be continuously updated until October 1, 2021.

- (v) July 1, 2021: Complete residential and commercial sales inspections to date, inputting of data mailer information, and all data collection and input of specified properties as determined by the Assessor.
- (vi) July 13, 2021: Complete all preliminary building cost values. Values are to be continuously updated until October 1, 2021.
- (vii) August 31, 2021: Complete preliminary building cost manual.
- (viii) September 28, 2021: Review all final commercial values with Contractor and Assessor and any additional Appraisal Contractor the City may engage to assist in the Revaluation. Values are to be continuously updated until October 1, 2021.
- (ix) October 8, 2021: Complete inspection of additional sales occurring until October 1, 2021.
- (x) October 15, 2021: Deliver completed CAMA database, integration of CAMA software with administrative software, video images and Assessor property field cards with all measurements, listings, sketches, pricing, suggested values.
- (xi) October 15, 2021: Submission of preliminary performance testing standards.
- (xii) October 30, 2021: Assessor completes review and final adjustments made for real estate property.
- (xiii) November 5, 2021: Assessment change notices mailed to comply with requirements of Connecticut State Statutes.
- (xiv) November 5, 2021: Public internet access to new field card information.
- (xv) November 15, 2021 - December 15, 2021: Informal hearings.
- (xvi) December 30, 2021: The CAMA file will be updated with final assessments and all notices with the results of informal hearings will be completed and mailed out on forms approved by the Assessor.
- (xvii) December 30, 2021: Submission of final Performance Testing Standards.
- (xviii) January 7, 2022: Mail notice of results of Informal Hearings.

M. PAYMENT SCHEDULE

Payments shall be made in the following manner:

1. Certified Progress Reports

At the end of each quarter during the term of the Contract (“Reporting Period”), the Contractor is to certify in writing in the form of a certified progress report to the Assessor, the percentage of the total work completed under the Contract which the Contractor has performed during the said quarter. Such report will itemize and accurately indicate the extent and nature of the work performed by volume, street, category, or in any other manner required by the Assessor. The itemization shall be categorized by each of the stages of completion listed on an agreed upon revaluation payment schedule list.

2. Periodic Payments

The City, upon determination by the Assessor that the certification of the Contractor concerning work performed during a Reporting Period is accurate, will pay to the Contractor a percentage of the total compensation under the Contract equal to the percentage of the work certified as having been completed during said Period, less ten (10%) percent which is to be retained by the City for payment to the Contractor at such time that it has performed fully and satisfactorily all its obligations and requirements under the Contract. The retained ten (10%) percent of the Contract price is to be paid upon the completion of the work of the Board of Assessment Appeals for the October 1, 2021 Grand List. In the event the Assessor shall determine that the percentage of work completed is not accurate, the Assessor shall withhold payment for work deemed not complete.

3. Budget Limitations

The Contract price shall be paid subject to the appropriation of necessary funds by the City’s fiscal authority. The City shall not be liable to the Contractor for any service or cost in any fiscal year in excess of that year’s annual appropriation.

N. CHANGES AND SUBLETTING OF CONTRACT

1. Changes

Changes in the specifications or to the Contract will be permitted only upon written mutual agreement of the Contractor and the City.

2. No Assignment, Transfer or Sublet

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

O. PENALTIES

1. Failure to Complete Revaluation

The City does not intend to seek an extension to complete its duties for the October 1, 2021 Grand List. Failure by the Contractor to complete all work as of the completion dates specified below, in a manner acceptable to the Assessor, shall be cause for a penalty payment by the Contractor of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00) per day beyond the following completion dates.

- (i) As of October 15, 2021, the Contractor will deliver the completed CAMA database, integration of CAMA software with administrative software, video images, and Assessor property record cards with all measurements, listings, sketches, pricing, and suggested values.
- (ii) As of December 30, 2021, the CAMA file will be updated with final assessments and all notices with the results of informal hearings will be completed and mailed out on forms approved by the Assessor.

2. Penalty Application

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

P. CANCELLATION OR POSTPONEMENT OF REVALUATION

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

IV. RESPONSIBILITIES OF CITY

A. NATURE OF SERVICE

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

B. COOPERATION

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

C. ITEMS FURNISHED BY THE CITY

The City shall furnish the following to the Contractor:

1. Office Space

The City will provide office space in City Hall for the Contractor performing the Revaluation.

2. Assessor Maps

The Contractor will have access to city maps via the City's online Geographic Information System. In addition, the City shall furnish the Contractor with copies of all property splits, mergers, and subdivisions.

3. Zoning

The City shall provide a current copy of the City's Planning & Zoning Regulations (which are also available online) as well as Zoning Maps.

4. Property Transfers

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

5. Administrative File

At the commencement of the Revaluation project and at the request of the Contractor, the City will provide access to the database containing ownership, location, deed references, mailing addresses, property identification numbers and assessment code information for each parcel on record.

6. Existing Field Cards

The City will allow the Contractor access to the existing field card database. The Contractor will be allowed to utilize the sketches, age built and other information contained in these records, at the discretion of the Assessor. The Contractor will be responsible for generating all copies of field cards needed during the Revaluation project.

7. Building Permits

The assessor will perform all inspections and update all properties that have been issued any building permits. All required property characteristic information to be entered into the CAMA system is the responsibility of the City.

8. CAMA Software

The City is licensed to utilize the Patriot Properties Inc. Software. The Revaluation will be performed using this version of software provided the City has not chosen to implement a new software recommended by the Contractor. Any costs related to the software support or licensing will be the responsibility of the Contractor. Contractor will be given access to the CAMA system. The City will provide a terminal connection in the office for the Contractor.

9. Signing of Communications

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

10. Income and Expense Forms

The Assessor shall make available to the Contractor, Income and Expense information (Form M-58) received by the City for the 2018, 2019, and 2020 fiscal years. All information filed and furnished with the M-58 forms shall not be a public record and is not subject to the provisions of Section 1-200 (Freedom of Information) of the Connecticut General Statutes.

11. Mailing Address

The City shall make available through the Assessor's system the current mailing address and other relative data that exists on the administrative program for all property owners.

V. RESPONSIBILITIES OF CONTRACTOR

The Contractor is responsible for fulfilling the requirements stated in this RFP in a timely, professional, and satisfactory manner. The Contractor shall use its best efforts to assist the Assessor in determining accurate and proper market calculations and shall not undervalue or overvalue any land, building, or other property to avoid or minimize its responsibility as set forth herein. During the course of the Revaluation, the Contractor shall work cooperatively with the Assessor and or her designee, and shall provide any reports, invoices, schedules and other information required by this RFP or requested by the Assessor.

A. PUBLIC RELATIONS

The parties recognize that a good public relations program is required in order that the taxpayers of the City may be informed as to the purpose, benefits, and procedures of the Revaluation.

The Contractor shall provide assistance to the Assessor in conducting a program of public information through the press and other media, such as meetings with citizens, service clubs, property owner groups and City boards, commissions, and committees as requested by the Assessor as a means of establishing understanding and support for the Revaluation program and sound assessment administration. The Contractor shall supply visual aids and other media at its disposal to this end. The Assessor shall approve all public releases. This public relations program will commence prior to the data collection effort and continue on a regular basis for the duration of the Revaluation.

At a minimum, the following points will be addressed as often as possible: Significance of Property Tax; Necessity of Revaluation; Purpose and Methods of Revaluation Equity; Role of City; Role of Contractor; Role of Assessor; Cooperation of Parcel Owners is Key to Successful Revaluation; Necessity of Data Collectors; Role of Data Collectors; Need for Data Quality Control; Full Disclosure Aspect Throughout Revaluation. At the request of the Assessor, the Contractor shall appear before all municipal public hearings of municipal bodies called to consider questions arising from or related to the Revaluation.

B. CONDUCT OF CONTRACTOR EMPLOYEES

As a condition of the Contract, the Contractor and its agents and employees shall, at all times, treat the residents, employees and taxpayers of the City with respect and courtesy and shall preserve the confidentiality of information obtained about residences and residents except to the extent disclosure is necessary to comply with the Contract, this RFP and applicable law. The Contractor shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision including immediate removal and replacement of the agent or employee from the Revaluation.

C. PERIODIC STATUS REPORTS

The Contractor shall submit to the Assessor bi-weekly status reports as well as any work completed that is to be reviewed by the Assessor. The report shall contain specifics as to the work completed and the work to be done prior to the next meeting. The Assessor shall review and evaluate the progress of the Revaluation and shall notify the Contractor whether the work performed is satisfactory and timely.

D. MEASURING AND INSPECTION OF REAL ESTATE

1. Data Collection Criteria

The Contractor's data collectors will have each Interior Inspection verified by having an owner, adult resident of the building, or a building manager sign and date the field card. Field cards will

include the initials of the data collector and dates of any contact with the property owner. At no time shall any employee of the Contractor enter any structure which is solely occupied by a minor. A minor is defined as anyone less than 18 years old.

2. Inspections

Inspection of the sales properties sold between April 1, 2020 and October 1, 2021 under Section VIA.1. will proceed after each property owner has received a letter from the revaluation company explaining the purpose of the inspection.

The Contractor shall make a careful and complete listing of physical construction details of all real property buildings and structures for entry into the CAMA database. Details of all structural improvements are to be listed on the property record cards/street card.

The Contractor will verify or correct the complete listing of all physical details for all residential, commercial and industrial buildings and all structural improvements attached to each parcel. Listings will include all interior and exterior construction details, quality of construction, age, and condition.

(i) Exterior Inspections

When measuring, all buildings and improvements shall be measured to the nearest foot. Six (6) inches or less shall be rounded down; seven (7) inches or more shall be rounded up to the nearest foot.

(ii) Interior Inspections

Interior Inspections shall be complete. Information taken at the door is unacceptable. It shall be noted on the record card if the data collector is not allowed to view any portion of the property and the reason why.

(iii) Inspection Refusals

When entrance to a property is refused, the Contractor will report to the Assessor the names, addresses, and reason for refusal. This information will be supplied to the Assessor during the bi-weekly meeting that will be held throughout the Revaluation. The Assessor shall review information and if unable to gain the cooperation of the party involved, the Assessor will notify the Contractor and the Contractor shall, at its expense, send a data mailer and/or sales verification mailer to the property.

The Contractor shall proceed to estimate the value of the building on the basis of facts ascertainable without entry and on the basis of an estimate of the interior features and interior condition of the property. The Contractor shall make adequate notations of the lack of cooperation, and the manner of arriving at value, conspicuously on the property record card (field card). Criteria for Data Mailers and Sales Verification Mailers will be agreed upon between the Contractor and the Assessor.

(iv) Callbacks

The Contractor will make one callback to attempt to gain entry for an Interior Inspection. This callback will be on a weekday between 5:00 p.m. and 7:30 p.m. or on a Saturday. Dates and times of callbacks will be recorded on the field card.

(v) Notification

If after one callback there is no contact with the property owner, the Contractor will prepare notification letters that will be mailed to the owner of such properties. This notification letter will describe the unsuccessful effort to inspect the property, and will request that the property owner contact the Contractor to make arrangements for the inspection of their property within a prescribed timetable.

The notification letter will be mailed at the Contractor's expense via first class mail. These letters, together with a listing of the property owners who will receive the letters, will be delivered to the Assessor at the bi-weekly status meeting.

The Assessor will be notified of the names of property owners who fail to respond to the notification letter. The Assessor may make additional efforts to secure permission to allow for the inspection of these properties. If permission to inspect this property is not received, this property will be treated as a refusal. Dates and results of notification letters will be recorded on the field card.

The Contractor must provide the Assessor with monthly status reports as to the percentage of Interior Inspections with signatures that have been obtained in relationship to the total number of sales properties that have been inspected.

(vi) Data Mailers

The Contractor, as a quality check, shall, at its own expense, prepare and send out to all residential property owners, including condominiums, a data mailer, setting forth the pertinent elements of the property. It will contain characteristics of the property to include style, exterior walls, story height, attic, age, basement type, basement living area, heating fuel type, heating system type, central air conditioning, total bedrooms, total full bathrooms, total half bathrooms, total number of rooms, fireplaces, year built, square footage, parcel size and zoning. Included with these data mailers will be a stamped, return-addressed envelope and a cover letter approved and signed by the Assessor, which explains the purpose and content of the mailer. In addition, the data mailer will contain the opportunity for the property owner to contact the Contractor and make arrangements for the inspection of their property within a prescribed period of time.

The Contractor shall mail, at the Contractor's expense by first class mail to all non-residential property owners either a data mailer or a copy of their field card for their review along with a letter asking them to review the field card and to contact the contractor if there are any

discrepancies. This field card will not contain any valuation information and will be for review purposes only. Included with these field cards will be a stamped, return-addressed envelope and a cover letter approved and signed by the Assessor, which explains the purpose and content of the mailer. In addition, the data mailer will contain the opportunity for the property owner to contact the Contractor and make arrangements for the inspection of their property within a prescribed period of time. The Contractor will complete these inspections and make changes accordingly by **June 1, 2021**.

3. Physical Details

The Contractor will verify from Assessor's field cards, all physical details for all residential, commercial, tax exempt, public utility, special purpose and farm buildings, and all structural improvements attached to each parcel. It will include all interior and/or exterior construction details, quality of construction, age, condition, the percent of physical completion, economic and functional depreciation. All data will be recorded on property forms to be approved by the Assessor. The City Assessor or Assessment staff may accompany data collectors on initial inspections so that agreement can be reached on all construction details that affect value. The City Assessor or Assessment Staff may also accompany data collectors as necessary for quality control purposes.

4. Sketches

The Assessor will allow the Contractor to use previous sketches. Care must be given to ensure that current sketch is accurate and, if not, a new sketch will be drawn. Sketches will be drawn to the nearest foot and labeled using the labeling procedures approved by the Assessor. If no sketch presently exists, the data collector shall notify the Assessor, perform a physical inspection of the property and sketch the improvements.

5. Quality Control

The Contractor shall be required to submit a detailed quality control plan to the Assessor to ensure the accuracy of the data collected as well as all data entry including, but not limited to, re-entry, spot checks, and error reports. This program must include a comprehensive reporting system for reporting this information to the Assessor.

Prior to field inspections, data collectors shall meet with the Assessor to discuss data collection criteria. The Assessor or inspection personnel from the Assessor's Office will accompany data collectors on initial inspections in an effort to agree upon factors that contribute to value. The Assessor or inspection personnel from the Assessor's Office reserves the right to accompany data collectors throughout the course of the project.

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

E. FIELD CARDS

Immediately at the conclusion of the Revaluation project (**December 13, 2021**), the Contractor shall supply to the Assessor, a final electronic property record card (commonly referred to as a “Field Card”) for each taxable and non-taxable parcel. This set of field cards shall be available through the CAMA system. In addition, all preliminary or draft field cards produced during the Revaluation program shall be given to the Assessor in street and street number order.

1. Necessary Field Card Information

These cards shall contain all manner of information affecting value, including, but not limited to, address of the property, street code (location number), Assessor’s map/lot identification, classification as to usage, owner of record as of **October 1, 2021**, source of title, size, shape, and physical characteristics of land, with breakdown of front feet, square feet, or acreage as applicable, along with unit of value applicable to each; public utilities available, public improvements, census tract number, zoning in effect as of assessment date, a breakdown of the assessed valuation as to categories proscribed by the Secretary of the Office of Policy and Management as adapted by the Assessor, a description of the style or type of building, and a sketch of all major buildings, with a listing of all the components of each building. The component listing shall include, but is not limited to, type of foundation, exterior walls, roof, roof type, floors, basement and attic information, interior finish, heat, plumbing, etc. For the cost approach, the buildings will also be valued on a square footage basis and, where pertinent, a separate value for each component.

F. BUILDING PERMITS

The City shall be responsible for the interior and exterior inspection and valuation relating to all building permits.

The Contractor shall deliver to the Assessor by **October 15, 2021** a computer listing by property location for all property cards that have incomplete improvements as of October 1, 2021.

G. MAINTENANCE OF RECORDS – CITY PROPERTY

The Contractor will maintain both the existing 2016 revaluation CAMA file and the CAMA file being used for the 2021 Revaluation. Both files will be maintained with the most current information so that in the event that the 2021 Revaluation is not implemented, the Assessor can reinstitute the 2016 assessment information to be reflected in the 2021 Grand List.

The original or a copy of all records and computations, including machine readable databases, made by Contractor in connection with any appraisal of property in the City shall, at all times, be the property of the City and, upon completion of the Revaluation or termination of this Contract by the City, shall be left in good order in the custody of the Assessor.

The Contractor will not modify the table structure or override individual property values. The assessed values to be determined shall be seventy (70) percent of the full fair market value as

defined in Section 12-63 of the Connecticut General Statutes and shall be based on recognized methods of appraising and conform to USPAP (Uniform Standards of Appraisal Practice).

Such records and computations shall include but are not limited to: 1. Assessors Maps; 2. Land Value Maps; 3. Materials and Wages, Cost Investigations and Schedules; 4. Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches; 5. Capitalization Rate Data; 6. Sales Data; 7. Depreciation Tables; 8. Computations of land and/or building values; 9. All letters of memoranda to individuals or groups explaining methods used in appraisals; 10. Operation statements of income properties; 11. Duplicate notice of valuation changes; and 12. Database of all property records, CAMA system, video imaging, and integration with administrative system.

H. ONSITE EQUIPMENT

The City shall make available a computer terminal within the office space provided. The Contractor must provide any additional office equipment to include computers, printers, copiers, and locking cabinets, etc. The Contractor shall provide such training as may be required to allow the Assessor access to the data on such information systems.

The Contractor is responsible for making backup copies of the database and storing the backups off-site. In the event that a data backup session needs to be restored, it is the Contractor's sole responsibility to restore the information and confirm its accuracy.

I. EXTERIOR IMAGING

The City currently maintains images for all of the improved parcels in our database. Integrating visual images in the existing database within the CAMA system will be the responsibility of the Contractor. This database must have an image of each parcel in the CAMA data file.

The Contractor will be responsible for providing new exterior photographs for all properties. These photographs will be added to the existing database that includes properties that have already been inspected by the Assessor. Unless instructed by the Assessor, no interior photos or videos will be taken by the Contractor. The Assessor has the authority to randomly review the images provided by the Contractor and assess their quality.

J. ASSESSMENT NOTICES

At the close of the Revaluation, a notice shall be sent, at the Contractor's expense (including envelope) by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the property identified in the notice. The notice shall be prepared in duplicate, sent out by **November 5, 2021** 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 places of the informal public hearings and an explanation as to the manner in which an

appeal may be filed with the Board of Assessment Appeals. Such notices shall be subject to approval by the Assessor. An electronic copy of all letters sent shall be arranged in alphabetical order and given to the Assessor. Prior to its mailing, the Assessor shall approve said letter.

K. INFORMAL PUBLIC HEARINGS

- (i) Not later than **November 15, 2021**, the City shall hold hearings so that owners of property or their legal representatives may appear at specified times to discuss their new assessments with a member of the City Assessment Staff or assessor's representative.

The informal hearings shall continue no longer than **December 15, 2021**.

- (ii) The City will inspect any property that appears to contain an error that impacts value based on information provided at the hearing.
- (iii) Upon completion of the hearings, the Contractor shall mail a notice that reflects the result of the hearings at the Contractor's expense. Such notice shall include the original valuation determined by the Contractor and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change was warranted. Such notice shall be subject to approval by the Assessor and will be mailed no later than **January 7, 2022**.
- (iv) A duplicate copy of such notice shall be submitted to the Assessor. The Contractor shall include with such notice, information as to how a property owner may appeal their assessment with the Board of Assessment Appeals per Sec. 12-55 of the Connecticut General Statutes.

L. BOARD OF ASSESSMENT APPEALS

The Assessor's Office will be responsible for all Board of Assessment Appeals hearings.

M. LITIGATION

If an action arises to revoke the Revaluation of the October 1, 2021 Grand List, the Contractor shall provide competent witnesses to defend the Revaluation at no cost to the City.

N. INFORMATION

The Contractor shall give to the Assessor any and all information, including but not limited to, pricing schedules, hearing information, etc., pertaining to the Revaluation work for a period of two (2) years after completion of the duties of the Board of Assessment Appeals on the October 1, 2021 Grand List, without further cost to the City.

O. ASSESSOR'S OFFICE STAFF TRAINING PROGRAM

The Contractor will be responsible for training local staff in such manner that at the end of the Revaluation the Assessor's Office will be knowledgeable in the operation of all phases of the valuation system. On-the-job training, where feasible, shall consist of the Assessor and the office staff working in the appropriate phases of this Revaluation under the Contractor's supervision. Should the City choose to implement the Contractor's recommended software, a full training of the software will be required.

P. TRANSMITTAL OF RECORDS TO THE ASSESSOR

The Assessor shall be allowed access to review all appraisals prior to and after completion. The Contractor shall turnover all building appraisals, either completed or under construction and all completed and corrected records to the Assessor by **December 30, 2021** as specified in the schedule and agreed upon by the Assessor. All documentation employed in conjunction with this Revaluation, including software programs, shall become the property of the Assessor. The final inspection and review shall take into consideration any known or apparent changes in the individual property since it was first inspected in order that the final appraisal of property shall be made as of **October 1, 2021**. This information and/or appraisal or record shall not be made public until after the informal hearings, except to the extent that public access may be compulsory under the provisions of applicable law.

VI. APPRAISAL SPECIFICATIONS

The assessed values to be determined shall be seventy (70) percent of the full fair market value as defined in the Connecticut General Statutes and shall be based on recognized methods of appraising and conform to USPAP (Uniform Standards of Appraisal Practice), as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate. Any proposed modifications to the valuation schedules must be reviewed and analyzed with the Assessor prior to generating the proposed values for field review.

The Contractor will calculate a value estimate for each parcel that will be comprised of land, building, outbuildings, and total value. The Contractor shall compute to the nearest 100 dollars (\$100.00) the value of all properties.

A. MARKET APPROACH

The Contractor must describe in detail its particular methods for generating values with the market approach. The Comparative Sales Approach or a Statistical Modeling Approach are the two techniques to be considered. If a statistical modeling approach is employed, the Contractor must specify the techniques employed and the types of property that will be valued with these techniques. If the direct sales comparison method is employed, the Contractor in its proposal must describe all adjustment techniques.

1. Sales Verification

The validity of all residential sales in the City for the period of April 1, 2020 through October 1, 2021 shall be determined by the Contractor and the Assessor. For vacant land, commercial/industrial, and special residential properties (i.e. waterfront) the Contractor and the Assessor will validate sales for the period of October 1, 2019 through October 1, 2021.

The Contractor must develop a program for verifying sales from sources other than the real estate conveyance documents. The sources for such information will include mailed self-addressed stamped envelope questionnaires (sales verification sheets) and may include telephone or field interviews, and third party sources such as multiple listing agencies, real estate services, private appraisers or brokers, and financial institutions. Prior to implementation the program for sales verification must be approved by the Assessor.

The Contractor will perform a Full Measure and List of at least 95% of all sold properties. Properties wherein the owner refuses an Interior Inspection will be excluded from the Interior Inspection requirement. The Contractor will verify all sales with the owner and code them as useable or non-useable. Useable sales are defined as “arms-length” transactions that do not include foreclosures, family sales, auction sales, estate sales, etc. Sample sales verification mailer should be included at the time proposal is made. The sales inspections of the commercial properties will be conducted by the Contractor and the Appraisal Company. The Contractor will be in charge of coordinating these inspections with the Appraisal Company. The Contractor shall develop and provide the Assessor with written documentation for the sales verification effort.

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

B. BUILDING COST SCHEDULES

1. General

The Contractor shall prepare for usage in the Revaluation as hereinafter specified, building cost schedules. These schedules shall reflect the unit-in-place method based upon the square foot or cubic foot area of buildings as applicable. These schedules shall be used in computing the replacement cost in the City for all residential, commercial, industrial, public utility and agricultural construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees and all other direct and indirect cost of construction. All finalized schedules shall be approved by the Assessor before adoption and usage by the Contractor.

2. Types of Cost Schedules

(i) Residential

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

(ii) Commercial

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

(iii) Industrial and Special Structures

Cost schedules for industrial, special purpose and tax exempt structures shall be in electronic format and shall be prepared in unit costs of material in place and charted on a per-square-foot basis, and shall contain all the additions and deductions for construction components from base specifications.

(iv) Farm

Cost schedules for farm structures shall be in electronic format and shall be prepared for square foot and cubic foot costs for various types of farm buildings including, but not limited to barns, shed, silos, milk houses, coops, etc.

(v) Depreciation Schedules

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

(vi) Schedule for City

The Contractor shall supply and leave for the City three (3) copies of all of the above required building cost schedules and depreciation schedules for the City's usage and one (1) in an electronic format. These shall be turned over to the Assessor upon approval of the schedules.

C. INCOME APPROACH

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

Typical income and expense ratios shall be developed by the Contractor by property type and shall be approved by the Assessor.

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

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

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

Should the City hire an Appraisal Company to assist in the revaluation, the Contractor and Appraisal Company shall work together in developing of all aspects of the commercial values to be presented to the assessor for approval.

D. LAND VALUATION

The land values will be derived from market sales occurring from October 1, 2019 to October 1, 2021, land residual analysis, and/or the extraction method.

The Contractor will work in conjunction with the Assessor to set all land values. In the event any disagreement between the Assessor and the Contractor, the Assessor shall have the final decision confirming all land values and methods. When applicable, both the full value and the Public Act 490, Connecticut General Statutes Sections 12-107a through 107-f, value shall be calculated by the Contractor.

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

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

The Contractor shall prepare land unit values by front foot, square foot, acreage or fractional acreage; whichever in the judgment of the Contractor and Assessor most accurately reflects the market for the appraised land. Waterfront properties especially, must then be adjusted for depth, quality of water frontage and location. Basis for waterfront quality should be determined by analyzing view, beach, accessibility and docking amenities.

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

E. NEIGHBORHOOD AND STREET DELINEATION

After considering the environmental, economic, social characteristics of the City, the Contractor shall, with the cooperation and approval of the Assessor, delineate "neighborhood and street" units within the City. These neighborhood and street units will be determined by analysis of the market factors needed to select comparable sales for the sales approach to value and will exhibit homogeneous and compatible characteristics. The Contractor may utilize existing neighborhood maps to assist in this process. Each unit will, in the Contractor's opinion, exhibit homogeneous characteristics.

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

F. FIELD REVIEW

All properties shall be reviewed in the field by Contractor's Reviewer and Appraisers. Properties shall be reviewed for classification, grade, depreciation and final value to assure that they are correlated to comparable properties.

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

The Assessor shall be notified of the dates of review. The Assessor or Assessor's designee shall accompany the Reviewer during this phase of the Revaluation. The Assessor shall be notified of the specific properties that have a value change as a result of the field review.

G. CERTIFICATION

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

APPENDIX

Appendix A - Respondent Proposal Form Agreement

PROJECT: REQUEST FOR PROPOSAL FOR THE REVALUATION OF ALL REAL PROPERTY LOCATED WITHIN THE CITY OF MERIDEN, CONNECTICUT, EFFECTIVE OCTOBER 1, 2021.

The undersigned Respondent affirms and declares the following:

1. That Respondent has read the Request for Proposal (“RFP”) in the entirety and fully understands its intent and content and that this proposal is executed by said Respondent with full knowledge and acceptance of the terms and conditions of the RFP.
2. That should this proposal be accepted in writing by the City, said Respondent will furnish the services for which this proposal is submitted at the price proposal and in compliance with the provisions of the Contract which is subject to the approval of the City Council.
3. That all exceptions to the RFP enclosed herewith shall be delineated in a separate Addendum clearly marked as, “Addendum to Meriden’s Request for Proposal.” Each “Addendum” shall itemize by each change or exception the additional cost associated with each change or exception.
4. The awarded contractor shall furnish to the City a Performance Surety Bond in the amount of the Contract price, which bond shall be issued by a bonding company authorized to do such business in the State of Connecticut with a minimum A.M. Best Company rating of A-(VII) or better or specifically approved by the City. Said bond shall be in a form satisfactory to and approved by the Purchasing Officer. The performance bond shall be delivered to the City prior to the signing of the Contract within ten (10) business days of award.
5. That the Respondent or its representative has visited the City, is familiar with the geography, general character of housing and the commercial and industrial areas; has examined the quality and condition of the Assessor’s records; and has met with the Assessor to make themselves knowledgeable of those matters and conditions in the City which would influence this proposal.
6. That all items, documents, and information required to accompany this proposal are enclosed herewith.
7. That the Respondent understands and accepts that, the City reserves the right to reject any, or any part of, or all of the proposal for any reason; to waive informalities and technicalities; and to accept the proposal which the City deems to be in its best interest, whether or not it is the lowest cost proposal.

8. That the Respondent proposes to furnish the services and materials required to complete the Revaluation in accordance with the Contract for the total dollar amount of:

\$ _____
Amount **Written dollar amount**

These proposed prices are valid for 90 days.

RESPONDENT NAME: _____

BY
SIGNATURE: _____
Duly Authorized

TYPE NAME: _____

TITLE: _____

State of)
)
County of) ss:

Duly sworn and subscribed to before
me this _____ day of _____, 2020

Notary Public
My Commission Expires: _____
Commissioner of the Superior Court

Appendix B – RESPONDENT AND CITY AGREEMENT

This Agreement, made this the _____ day of _____, 2020, by and between the City of Meriden, a municipal corporation, located in the County of New Haven, State of Connecticut, hereinafter termed the City, acting by and through its City Manager, having been so duly authorized, and _____, hereinafter termed the Contractor.

WITNESSETH THAT:

WHEREAS, the City, through its Assessor, plans to undertake a revaluation of all real property located within the corporate limits of the City, for the October 1, 2021 Grand List; and

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

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

I. CONTRACT DOCUMENTS

The terms “Contract” and “Agreement” as used herein and in the RFP have the same meanings and are used interchangeably. The Contract shall consist of this Agreement and the terms and conditions of the Request for Proposal number 020-37, dated _____, 2020 and any Addendums thereto (the “RFP”) (a copy of which is attached hereto as Exhibit A), and the Contractor’s Respondent Proposal Form Agreement and any Addendums thereto that have been accepted in writing by the City (the “Contractor’s RFP Response”) (a copy of which is attached hereto as Exhibit B), collectively the “Contract Documents,” all of which are incorporated herein by reference and made a part of the Contract with the same effect as though fully set forth herein. This Agreement and the Contract Documents contain the complete, full, and exclusive understanding of the City and Contractor as to its subject matter. Any amendments to this Agreement shall be effective and binding on the Contractor and City only if any such amendments are in writing and signed by both parties.

Any conflict among or between any provisions of this Agreement, the RFP, and the Contractor’s RFP Response will be resolved in favor of the provision that provides for the higher level of obligation on the Contractor.

II. SCOPE OF WORK

The City hereby engages the Contractor and the Contractor hereby agrees to perform a Revaluation (as that term is defined herein) of all real property, residential and commercial, located within the corporate limits of the City, and to perform all the services and furnish all the records, materials, forms, software and supplies required by and in complete accordance

with the terms of this Agreement. All such labor, records, materials, forms and supplies to comply with the requirements of the pertinent Connecticut General Statutes and Special Acts, rulings of the Secretary of Office of Policy and Management, ordinances of the City, and decisions of the courts.

III. COMMENCEMENT AND COMPLETION DATES

The Contractor agrees to commence the work no later than two weeks after the execution of this Agreement (or such time as is otherwise agreed to by the Assessor) and shall adhere to the Completion Date and Time Schedule for completion of the Revaluation as set forth in Section III(L) of the General Conditions of the RFP. **The parties acknowledge that TIME IS OF THE ESSENCE in connection with the performance of work and the delivery of records, materials, forms, and supplies by Contractor.**

IV. COMPENSATION/PAYMENT SCHEDULE

The City agrees to pay the Contractor the total sum of \$ _____ as compensation for the Contractor's services to be performed and the records, materials, forms, reports and supplies to be furnished by the Contractor. The City shall pay such compensation subject to the conditions set forth in this Agreement, including without limitation in accordance with the Payment Schedule set forth in Section III M. of the General Conditions of the RFP.

V. TRANSFER, ASSIGNMENT, AND SUBLETTING OF CONTRACT

The Contractor agrees that it shall not transfer, assign, or sublet this Agreement, or any part or interest herein, without first receiving prior written approval from the City and the bonding company, and agrees that any such assignment or transfer without prior written approval by the City and bonding company shall not release the Contractor from any responsibility or liability as set forth in this Agreement and further agrees that such approval by the City shall not release the Contractor from any responsibility or liability as set forth in this Agreement. Nothing contained in this Agreement shall be deemed to create any contractual relationship between any subcontractor and the City.

VI. INDEPENDENT CONTRACTOR

It is expressly agreed and understood that Contractor shall at all times act strictly and exclusively as an independent contractor and shall not be considered under the provisions of this Agreement or otherwise as having any employee status with the City, or as being entitled to participate in or receive any benefit under any benefit plan or program made available by the City to its employees. Contractor hereby irrevocably waives the right to accrue benefits under any such plan or program even in the event Contractor is subsequently reclassified by any court or governmental authority as eligible for such participation. Contractor is not granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the City, or to bind the City to any agreement, contract or arrangement of any nature, except as expressly provided herein. Contractor shall be solely and entirely responsible for Contractor's acts during the performance of this Agreement.

VII. FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the Revaluation shall apply to this Agreement throughout and are deemed to be included herein. Contractor shall also comply with all applicable local, State and Federal anti-discrimination laws, rules and regulations and requirements thereof.

VIII. TERMINATION

The City may terminate this Agreement for any one the following reasons:

1. If the Contractor fails to perform its obligations under this Agreement in accordance with its terms or if the City reasonably doubts that the Contractor's work is progressing in such a manner as to ensure compliance with the Completion Dates and Time Schedule set forth in Section III L. of the RFP, the City shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the Contractor and its surety bonding company, to declare the Agreement in default and thereby terminated, and to award the Revaluation or the remaining work thereof to another contractor.
2. If the Contractor does not pay its debts as debts become due, or if a receiver shall be appointed for its business or its assets and not voided within thirty (30) days, or if the Contractor shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt then and forthwith thereafter, the City shall have the right, at its option and without prejudice to its right, hereunder to terminate this Agreement and withhold any payments due.
3. Upon seven (7) days' notice in the event any material representation or warranty of the Contractor shall be untrue.
4. Upon termination, the Contractor's agents and employees shall, at the Assessor's direction, vacate in an orderly fashion the office space provided by the City, leaving behind all records, properly filed and indexed, as well as other property of the City. Any funds held by the City under this Agreement shall become the property of the City to the extent necessary to reimburse the City for its costs in obtaining another contractor and supervising the transition. Termination of this Agreement and retention of funds by the City shall not preclude the City from bringing an action against the Contractor for damages or exercising any other legal, equitable, or contractual rights the City may possess in the event of the Contractor's failure to perform.

IX. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

The Contractor represents, warrants and covenants to the City as follows:

1. Organization, Powers, and Qualifications. Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of _____; it has all requisite corporate power and authority to own its properties and assets and carry on its business as now conducted
2. Experience in Revaluation and Appraisal of Real Property. Contractor is experienced and qualified to carry on the work of appraising real property, including but not limited to residential and commercial real property, in municipalities similar to Meriden, and a substantial portion of its business activities have been related to such work. Contractor is familiar with recognized Connecticut appraisal practices and with the standards required for determining ad valorem values of all forms of real property, including but not limited to residential and commercial real property for assessment purposes. It has successfully conducted City-wide revaluations of all forms of real property in the State of Connecticut in municipalities similar to Meriden and is adequately staffed with qualified individuals to fulfill its obligations under the terms of this Agreement.
3. Due Execution. This Agreement and the other agreements and instruments to be executed and delivered by Contractor pursuant hereto have been duly executed and delivered by Contractor and constitute valid and binding obligations of Contractor enforceable in accordance with their respective terms, except as the enforceability hereof or thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally or by general principles of equity (whether considered in a suit at law or in equity).
4. Conflict with Other Agreements, Approvals. The execution, delivery, and performance of this Agreement by Contractor does not: (a) violate any applicable provision of any law, statute, rule or regulation or any judgment, order, injunction, decree or ruling of any court or governmental authority applicable to Contractor; (b) violate or conflict with, or permit the cancellation of, or constitute a default under, any contract to which Contractor is a party; or (c) require any consent, approval or authorization of, or notice to, or declaration, filing or registration with, any governmental authority or other third party.
5. Compliance with Law. Contractor and its use and occupancy of its assets and properties wherever located is and has been in compliance in all material respects with all applicable laws, regulations, judgments, orders, and other requirements of all courts, administrative agencies, or governmental authorities, foreign or domestic, having jurisdiction over the Contractor or its properties and has not received any claim or notice of violation with respect thereto.
6. Licenses. Contractor owns or possesses all certifications, licenses, certificates, permits, consents, approvals, waivers, and all authorizations, governmental or otherwise, required for the conduct of its business as now conducted and proposed to be conducted (the

“Licenses”). All such Licenses are valid and in effect. Contractor is not in violation of any License, nor has it received any notice of any claim, violation, proceeding or threatened proceeding relating to any such License or claimed lack of any necessary License. Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby will have a materially adverse effect upon or with respect to any License.

7. Litigation. (a) No claim, action, suit, arbitration, investigation, or other proceeding is pending, or, to Contractor’s best knowledge, threatened, against it before any court, governmental agency, authority or commission, arbitrator or “impartial mediator” and there are no facts or events or occurrences by reason of which any such action or proceeding may be brought; (b) there are no judgments, consent decrees, injunctions, or any other judicial or administrative mandates outstanding against Contractor which materially and adversely affect its ability to perform its obligations under this Agreement; and (c) no litigation has been brought or, Contractor’s best knowledge, threatened respecting the transactions contemplated by this Agreement or the Contractor’s RFP Response.
8. Disclosure. No representation or warranty made by Contractor in this Agreement contains or will contain any untrue statement of material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein not misleading. There is no fact known to Contractor which presently materially and adversely its ability to perform its obligations under this Agreement which has not been disclosed to the City.

X. MISCELLANEOUS

1. Notices. Any notices or demands required or permitted by law, or by any provision of this Agreement, shall be in writing, and may be delivered personally, by reputable private delivery service, or by the United States mail, registered or certified, return receipt requested and postage prepaid. If to the Contractor, notices should be addressed to _____ Attn: _____. If to the City, notices should be addressed to City of Meriden, Attention: City Manager, 142 East Main Street, Meriden, Connecticut 06450 with a copy to City Assessor, 142 East Main Street, Meriden, Connecticut 06450. Notices shall be effective when delivery is made during regular business hours.
2. Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Connecticut.
3. Successors; Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties and their heirs, successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever.

4. Waiver. No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

5. Severability. If any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties shall use best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

6. Entire Agreement; Amendment. This Agreement contains the complete and exclusive statement of the agreements and understandings of the parties, and supersede all prior agreements, understandings, communications or proposals, oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended or modified except by written instrument duly executed by the parties.

7. Interpretation. The terms and provisions of this Agreement shall be construed fairly in accordance with their plain meaning, regardless of which party was responsible for the drafting of such terms and provisions.

IN WITNESS HEREOF, the City of Meriden and _____ have executed this Agreement on the date first written above.

THE CONTRACTOR

In the presence of:

By _____
Duly Authorized

Its _____

CITY OF MERIDEN

In the presence of:

By _____
Timothy P. Coon
City Manager

Appendix C - Contractor Non-Collusion Agreement

The Respondent submitting this proposal for the Revaluation certifies that:

1. The proposal has been arrived by the Respondent independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other contractor or competitor.
2. The contents of the proposal have not been communicated by the Respondent or its employees or agents to any person not an employee or agent of the Respondent or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.
3. No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit or not submit a proposal for purposes of restricting competition.

The undersigned Respondent further certifies that this statement is executed for the purpose of inducing the City of Meriden to consider the proposal and make an award in accordance therewith.

ENTITY NAME OF
RESPONDENT: _____

BY:
SIGNATURE: _____
Duly Authorized

TYPE NAME: _____

TITLE: _____

State of _____)
County of _____) ss:

Duly sworn and subscribed to before
me this _____ day of _____, 2020

Notary Public
My Commission Expires: _____
Commissioner of the Superior Court