



DEPARTMENT OF FINANCE
OFFICE OF PURCHASING

February 28, 2012

REQUEST FOR APPRAISAL SERVICES Re: PROPERTY REVALUATION		
PROJECT NUMBER	3154	Document length - 73 pages
DUE DATE	2:00 PM	March 29, 2012

Dear Sir/Madam:

The City of Norwalk is soliciting proposals for appraisal consulting services to assist the Assessor with final valuation conclusions. RFP DOCUMENTS are available upon receipt of this invitation (if not attached) over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document.

A pre-proposal meeting to answer any questions which respondents may have shall be held on Thursday March 8th at 10:00 a.m. in Room 101 at Norwalk City Hall, 125 East Avenue. This meeting is not mandatory; however, potential respondents are encouraged to pre-register for the pre-proposal meeting by calling the Purchasing Department at (203) 854-7712 or e-mailing your intent to attend to gfoley@norwalkct.org.

All questions must be directed, in writing, to Gerald J. Foley, Purchasing Agent, via e-mail or fax number (203) 854-7817. The deadline for submission of questions is 2:00PM March 15th.

Businesses without fax or Internet access equipment may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

We would appreciate the courtesy of promptly advising us if you do not intend to respond. To properly maintain our records those firms who do not respond may be removed from our vendor records.

If, after review of the RFP documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Yours truly,

Gerald J. Foley
Purchasing Agent
Telephone) 203-854-7712
Fax 203-854-7817
E-mail gfoley@norwalkct.org

SECTION 1 - PROJECT SPECIFICATIONS

1.0 BACKGROUND

The City of Norwalk is scheduled to undergo a revaluation for the October 1, 2013 Grand List. This Request For Proposals is intended to allow the City and the Bidder to entertain a number of options to complete the revaluation using a combination of in-house resources and/or a revaluation firm or firms that is/are certified with the State of Connecticut and under contract with the City. It is the preference of the City Assessor's Office is to perform the revaluation using the current Patriot Properties, Inc., AssessPro CAMA software. The City Assessor's Office is currently performing a quality control study of the physical data to determine whether a full measure and listing will be required.

1.1 SCOPE

The City is contracting for appraisal consulting services to assist the Assessor with final valuation conclusions. Supplemental expert analysis is being sought for the valuation of all or certain groupings of properties, the results of which may be used by the Assessor in determining the final values for the October 1, 2013 Grand List. This Request For Proposal (RFP) is for expert appraisal and market analysis services for the following:

Part 1 - Data collection including measuring and interior inspection of real property within the City of Norwalk. Collecting site and external data relevant to property values. Data collection of all significant sales of real property within the city.

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|-----------|---|
| Option 1. | 29,500 Parcels consisting of approximately: |
| | Residential 27,000 parcels |
| | Commercial 2,500 parcels |
| Option 2. | 7,500 Parcels |
| | Residential 4,500 parcels |
| | Commercial 550 parcels |
| | Sales 1,000 parcels |
| | Data Mailer 1,450 parcels |

Part 2 - Valuation and review of all residential properties using all applicable established appraisal approaches to value. This will include creation and mailing of real property valuation notices and assessment change notices as well as scheduling, and performing informal taxpayer appeal hearings. For the purposes of this RFP, residential property shall be defined in section **1.6**.

Part 3 - Valuation and review of income-producing properties and other non-residential properties using all applicable established appraisal approaches to value. This will include creation and mailing of real property valuation notices and assessment change notices as well as scheduling and performing informal taxpayer appeal hearings.

Part 4 - While it is the City's preference to have the revaluation performed using its Patriot Properties, Inc., AssessPro CAMA software, the City will entertain a proposal for using the successful Bidder's CAMA software only if the Bidder is awarded the entire contracted revaluation services.

It may be necessary for the author(s), appraiser(s) and/or analyst(s) assigned to the project to assist the Assessor or Board of Assessment Appeals by offering expert testimony should the appraisals and analysis become an issue related to litigation as a result of revaluation assessment appeals of individual properties included in the scope of the project. The Respondent may submit a proposal for services for one or more of the four parts to this proposal. The City shall review and consider all submissions.

1.2 OVERVIEW OF PART 1

The successful CONTRACTOR (hereafter CONTRACTOR) shall make a careful and complete listing of physical construction details of all selected residential buildings and structures and all structural improvements appurtenant to residential property in the CITY.

1. Interior Inspection

a. Inspection: The CONTRACTOR shall guarantee to make a careful inspection of the complete interior of at least 95% of all properties excluding those wherein the owner refuses permission to inspect or fails to respond to the CONTRACTOR'S notification letter.

Properties whose owners have not answered letters requesting an appointment for inspection will also be excluded from the total number of properties in computing the 95% figure. For each property above, the allowable 5% which is not properly inspected, the ASSESSOR may assess a penalty of fifty dollars (\$50.00) to be deducted from the contract price.

b. Verification: The CONTRACTOR'S reviewer (hereafter reviewer) shall have each interior inspection verified, including the actual date of the inspection, by having an adult owner or resident of each building or dwelling unit sign the data collection card or signature sheet.

c. Entrance Refused: When entrance to a building for an inspection is refused, the reviewer shall make note of the fact and within two (2) working days notify the ASSESSOR of the fact in writing, giving the facts as to the time of the visit, and if possible, the name of the party refusing entrance and other pertinent information.

The ASSESSOR shall review the situation and if he or she shall be unable to gain the cooperation of the party involved, he shall so notify the CONTRACTOR and they shall proceed to estimate the value of the building on the basis of facts ascertainable without entry. Adequate notations of the lack of cooperation, and manner of estimating data, shall be conspicuously made on the data collection card.

In an instance where access has not been made or permitted, and a question exists regarding building size, number of rooms, bathrooms or other pertinent data, the CONTRACTOR will first check with the Building Officials for any plans which may be on file before any pricing is generated.

d. Reviewer identified: The data collection card and property record shall indicate the initials of the reviewer and the date(s) of the property visit.

e. Call backs: Where necessary, the CONTRACTOR shall make two (2) call backs, of which one must be on a weekday after 4:00 p.m. or on a Saturday. The time and date at which the call back(s) were made shall be duly noted on the property record card by the reviewer making such call back.

f. Notification letter: If after two (2) call backs, contact was not established with a proper owner, a notification letter approved by the ASSESSOR, shall be mailed, at the CONTRACTOR'S expense, notifying the property owner that the representatives of the CONTRACTOR were not able to make contact and requesting that within a prescribed time the property owner contact the CONTRACTOR, by telephone or mail, for alternative arrangements for the inspection of the property.

2. Exterior Inspection

a. Perimeter review: The perimeter of all improvements shall be reviewed for accuracy against the ASSESSOR'S current records (sketch). If it is evident to the CONTRACTOR'S data collector that the existing sketch or any part thereof is inaccurate for any reason, the entire improvement shall be re-measured. Once the CONTRACTOR'S data collector has inspected the property and reviewed the measurements and/or the sketch, the responsibility for the measurements upon which the valuations will be determined, shall become that of the CONTRACTOR.

b. When measuring required: If no sketch presently exists, such as for new construction, the improvements shall be measured to the nearest foot.

c. Outline sketch: A computerized outline sketch, prepared to scale, shall be entered on the property record card in the appropriate area giving dimensions to the nearest foot.

d. Field recording: Physical data of the land parcel shall be recorded in the field.

1.3 OVERVIEW OF PART 2

This section of the Request For Proposal is for a proposal to (1) develop valuation models using benchmarks derived from analyses of recent sales and construction cost data related to the valuation of residential properties in the City of Norwalk; (2) apply generally accepted industry-wide appraisal methodology to estimate the market value of each of the properties using the models developed. The sales comparison method of appraisal should be used primarily, and secondarily, the cost approach to value, for developing the October 1, 2013 market value of every property. The improved properties may be required to be valued using a Market Adjusted Cost Approach, including valuation of each parcel's land area; (3) review all residential properties in the field by the CONTRACTOR'S personnel qualified as reviewers, as prescribed in these CONTRACT SPECIFICATIONS. The properties shall be reviewed for classification, grade, correct listing of information, final value, and to ensure that they are correlated to comparable properties. The ASSESSOR shall be notified of the dates of reviewing and be entitled to accompany the reviewers during this phase of the revaluation.

In the event that a full measure and list is deemed unnecessary, the City will make available for examination in advance property characteristics data currently on file for all properties, including but not limited to: the aerial photographs taken in 2012, computerized maps, and the real estate property record cards.

Conditions related to Part 2 of this appraisal work are as follows:

- Fee simple ownership shall be appraised.
- The effective date of the appraisal is October 1, 2013.
- The property characteristics related to each building are from the Assessor's office records as they are updated by the Contractor as the data collection progresses.
- The maps and lot size used are from the Assessor's office records.
- Arms-length sales through October 2013 will be continually analyzed to develop standard measures of value, and shall be considered for valuation of individual properties, but individual sales shall not necessarily be determinative of the market valuation of each property.
- Preliminary valuations of individual properties (land value and total value) and valuation models shall be submitted to the Assessor for review no later than April 30, 2013.
- Final values shall be submitted to the Assessor by November 15, 2013.
- All work files and reports become the property of the City of Norwalk Assessor's Office.
- Once work has commenced on the project, weekly progress reports shall be submitted to the Assessor.

1.4 OVERVIEW OF PART 3

This section of the Request For Proposal is for a proposal to (1) develop valuation models using benchmarks derived from analyses of recent sales and investment activities related to the valuation of income-producing properties and other non-residential properties in the City of Norwalk and (2) apply generally accepted industry-wide appraisal methodology to estimate the market value of each of the properties using the models developed. Adjustments must be made for locational variations, with consideration being given, for instance, to availability of parking, exposure for retail and restaurant properties, amenities typically desirable to support office tenants and other external value influences. The sales comparison method of appraisal should be used primarily, and secondarily, the income approach to value, for developing the October 1, 2013 market value of every property. The improved properties may be required to be valued using a Market Adjusted Cost Approach, including valuation of each parcel's land area; (3) review all income-producing properties in the field by the COMPANY'S personnel qualified as reviewers, as prescribed in these CONTRACT SPECIFICATIONS. The properties shall be reviewed for classification, grade, correct listing of information, final value and to ensure that they are correlated to comparable properties. The ASSESSOR shall be notified of the dates of reviewing and be entitled to accompany the reviewers during this phase of the revaluation process.

The end product shall be credible and reliable market models by property type, employing standardized methodology, and the formulation of statistically verifiable estimates of market value for each property. The individual properties shall be appraised with a land value as if vacant and a total property value as improved via the market comparison and income approaches, using standards developed from an analysis of the market. All expense ratios, discounted cash flow analyses, capitalization and yield rates studies, typical income and expense standards, sales analysis results, and other data conclusions, shall be fully documented and all sources of data shall be verifiable. The 2012 Uniform Standards of Professional Appraisal Practices (USPAP) standards shall be used as a guideline; however, generally accepted industry-wide appraisal standards shall be adhered to throughout the project.

Conditions related to Part 3 of this appraisal work are as follows:

- Fee simple ownership shall be appraised.
- The effective date of the appraisal is October 1, 2013.
- The property characteristics related to each building are from the Assessor's office records as they are updated by the Contractor as the data collection progresses.
- The maps and lot size used are from the Assessor's office records.
- The annual confidential income and expense renditions filed with the Assessor by property owners may be used to develop standard measures of value, and shall be considered for valuation of individual properties, but reported income and expenses shall not necessarily be determinative of the market rent for the valuation of each property.
- The confidential income and expense submission information shall not, under any circumstances, be reproduced or carried away from the Assessor's office. The information contained in these reports is not subject to the Freedom of Information Act disclosure laws, and shall not be disclosed in written format, or otherwise, except to persons authorized by the Assessor or to third parties authorized by law.
- Preliminary valuations of individual properties (land value and total value) and valuation models shall be submitted to the Assessor for review no later than July 31, 2013.
- Final values shall be submitted to the Assessor by November 15, 2013.
- All work files and reports become the property of the City of Norwalk Assessor's Office.
- Once work has commenced on the project, weekly progress reports shall be submitted to the Assessor.

1.5 OVERVIEW OF PART 4

The computerized appraisal system must have been market tested, successfully implemented for at least two (2) years prior to the proposal submission and it must comply with all aspects of the State of Connecticut, Office of Policy and Management specifications for qualification for the CAMA grant program. It must also be compatible with and adequately perform on the CITY's dedicated server and associated hardware. Further details will be made available in an addendum.

1.6 ADDITIONAL SCOPE OF WORK

Properties to be appraised (approximate number of parcels as of October 2011:

Residential properties to be appraised under Part 2 of the RFP are as follows:
(\$ are 100% market value as of 10/2008)

RES	Land-Use Breakdown Summary			2011			Total
	LUC	# of Records:	Area	Land	Yard	Building	
0001	1	0.55	0	0	0	1	1
012	25	5.73	8,671,300	47,500	9,056,900	17,775,700	
013	5	1.42	1,654,300	27,400	1,244,700	2,926,400	
016	1	5.97	419,000	0	811,600	1,230,600	
018	4	1.80	1,671,800	17,400	2,124,400	3,813,600	
019	1	0.60	650,000	0	362,400	1,012,400	
110	15,902	6,919.34	5,116,824,085	54,158,000	3,790,958,658	8,961,940,743	
112	4	1.84	1,002,300	0	1,104,300	2,106,600	
113	265	53.14	44,673,600	1,476,600	164,066,271	210,216,471	
114	24	1.74	3,865,900	0	5,600,600	9,466,500	
120	2,301	470.20	526,306,300	9,062,900	488,765,800	1,024,135,000	
130	361	63.86	78,298,500	1,554,100	94,277,400	174,130,000	
140	114	22.91	22,769,900	392,100	29,519,800	52,681,800	
150	6,322	1,028.73	0	1,335,600	1,792,078,100	1,793,413,700	
151	19	0.08	0	382,000	30,043,400	30,425,400	
171	420	0.00	0	1,196,500	4,716,600	5,913,100	
173	78	0.00	0	0	798,500	798,500	
175	525	0.00	0	62,817,500	0	62,817,500	
176	160	0.00	0	4,734,851	0	4,734,851	
181	7	1.18	1,814,000	6,500	3,599,400	5,419,900	
182	4	0.65	714,900	0	852,700	1,567,600	
183	10	7.74	5,218,900	38,600	3,491,600	8,749,100	
184	13	4.76	3,739,500	64,900	3,495,900	7,300,300	
185	6	1.44	1,190,800	10,500	1,089,000	2,290,300	
187	2	0.75	580,300	0	292,900	873,200	
190	11	1.61	1,689,600	43,000	3,122,500	4,855,100	
195	47	30.72	10,207,500	452,800	154,000	10,814,300	
510	334	237.22	88,355,200	43,200	0	88,398,400	
512	81	84.50	43,303,100	59,600	92,200	43,454,900	
513	1	0.37	17,800	0	0	17,800	
515	30	10.18	959,500	24,400	0	983,900	
526	1	1.07	45,800	0	0	45,800	
	27,079	8,960.10	5,964,643,885	137,945,951	6,431,719,630	12,534,309,466	

Income-producing and other non-residential property properties to be appraised under Part 3 of the RFP are as follows:

(\$ are 100% market value as of 10/2008)

COMM	# of Records:	Land Use Breakdown Summary Area	2011			Total
			Land	Yard	Building	
021	29	20.35	19,506,200	151,300	17,408,600	37,066,100
023	8	76.14	33,521,700	1,451,300	94,248,400	129,221,400
028	6	3.27	5,180,900	25,000	10,148,100	15,354,000
029	4	5.26	4,873,000	156,100	2,832,100	7,861,200
031	2	7.77	2,239,200	25,400	3,539,200	5,803,800
032	7	28.25	9,129,000	188,400	25,963,800	35,281,200
081	16	8.24	5,496,300	72,100	14,279,800	19,848,200
082	5	1.38	1,605,300	14,300	4,099,200	5,718,800
085	2	0.75	827,300	0	2,399,700	3,227,000
091	1	1.93	1,636,100	3,000	2,720,800	4,359,900
092	3	29.02	15,826,400	97,400	303,619,672	319,543,472
098	1	0.34	329,400	3,400	301,100	633,900
1	44	65.48	35	0	7	42
201	1	0.63	346,400	0	1,095,800	1,442,200
202	2	4.31	1,882,400	124,100	2,957,400	4,963,900
203	6	81.51	20,558,600	546,300	86,896,600	108,001,500
204	1	2.68	1,701,400	6,200	71,800	1,779,400
205	3	9.94	4,118,800	37,200	19,318,600	23,474,600
206	5	8.77	6,461,400	42,000	20,549,800	27,053,200
207	3	4.12	2,317,500	73,300	765,800	3,156,600
208	1	1.56	1,812,000	0	6,584,300	8,396,300
209	4	11.95	6,348,400	199,200	6,411,400	12,959,000
210	78	65.33	48,331,700	528,600	48,298,300	97,158,600
211	3	22.17	31,733,200	298,100	23,737,300	55,768,600
212	45	58.27	79,582,000	782,600	97,457,900	177,822,500
213	3	0.56	685,000	8,600	586,100	1,279,700
214	151	92.92	142,331,400	1,101,400	132,224,400	275,657,200
215	2	0.42	643,600	3,800	516,300	1,163,700
216	5	43.67	58,633,600	590,100	57,175,400	116,399,100
216	1	0.79	136,800	0	168,200	305,000
217	3	21.15	25,886,800	419,500	27,816,300	54,122,600
218	3	4.57	3,331,600	94,900	14,748,900	18,175,400
219	1	0.23	342,400	0	1,907,600	2,250,000
220	27	15.79	21,855,200	442,100	23,034,700	45,332,000
221	2	0.45	791,000	19,900	628,200	1,439,100
222	152	55.49	75,622,000	664,100	89,170,600	165,456,700
223	52	63.15	55,857,300	651,900	142,006,100	198,515,300
224	24	68.81	125,448,100	4,176,800	767,938,488	897,563,388
225	21	13.17	18,461,500	214,900	10,119,900	28,796,300
226	12	4.78	6,534,000	136,700	5,999,200	12,669,900
227	4	0.71	1,345,800	10,700	1,258,400	2,614,900
228	10	2.96	5,674,200	44,100	5,737,200	11,455,500
229	7	1.89	3,330,600	22,100	1,385,600	4,738,300

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COMM	Land Use Breakdown Summary		2011			
	LUC	# of Records:	Area	Land	Yard	Building
230	1	0.30	262,600	4,300	358,300	625,200
232	4	6.51	8,465,700	81,100	4,733,200	13,280,000
233	3	0.93	1,177,800	23,500	380,900	1,582,200
234	18	4.14	5,874,500	60,500	4,012,000	9,947,000
235	58	15.32	20,340,700	192,000	11,745,200	32,277,900
236	3	0.80	1,040,100	3,600	762,700	1,806,400
237	4	1.28	1,902,900	16,500	698,800	2,618,200
238	15	6.72	9,595,400	111,300	4,732,800	14,439,500
239	15	5.42	8,073,100	97,600	3,597,700	11,768,400
241	5	3.04	4,270,800	50,300	2,610,400	6,931,500
242	2	3.98	4,533,100	0	3,001,800	7,534,900
243	5	4.02	4,444,800	99,800	0	4,544,600
244	2	0.62	564,100	3,700	630,300	1,198,100
249	5	2.49	2,404,100	88,600	2,270,300	4,763,000
250	1	0.62	771,500	3,900	1,095,000	1,870,400
252	2	1.61	1,698,100	15,900	3,820,800	5,534,800
254	3	10.91	16,778,200	113,200	12,291,600	29,183,000
255	17	13.71	7,722,000	222,300	5,467,000	13,411,300
256	3	2.67	2,534,900	27,800	3,515,500	6,078,200
263	5	0.68	939,900	10,700	1,044,200	1,994,800
264	129	1.58	0	0	30,274,100	30,274,100
265	100	0.00	0	6,100	39,045,500	39,051,600
266	66	1.23	3,613,700	38,100	33,871,000	37,522,800
267	76	26.35	31,901,100	858,100	274,600	33,033,800
269	15	0.00	0	0	64,300	64,300
271	1	0.21	240,300	12,800	139,800	392,900
272	1	2.60	3,248,900	31,200	1,642,200	4,922,300
273	2	4.63	2,754,100	11,100	9,105,600	11,870,800
279	3	214.22	12,455,300	229,100	5,698,700	18,383,100
284	15	47.88	32,972,900	628,100	12,756,700	46,357,700
286	5	10.17	8,857,500	80,400	26,043,100	34,981,000
288	131	28.35	39,506,600	638,800	66,077,300	106,222,700
291	5	2.46	242,500	1,400	0	243,900
292	39	19.96	18,755,400	100,900	1,760,700	20,617,000
293	4	1.62	1,278,500	15,700	975,600	2,269,800
294	3	16.05	5,446,600	655,500	4,526,400	10,628,500
296	1	0.05	107,700	6,600	96,700	211,000
297	2	2.15	1,560,500	23,600	1,285,700	2,869,800
298	1	0.18	273,500	3,400	107,100	384,000
310	11	10.04	4,404,000	0	0	4,404,000
316	18	10.23	6,950,700	97,900	2,576,100	9,624,700
321	99	116.31	74,512,000	1,287,200	100,596,900	176,396,100
322	7	56.16	9,819,700	538,900	12,912,300	23,270,900
323	12	5.75	6,123,000	135,200	5,106,800	11,365,000
330	5	3.77	2,272,700	123,700	88,200	2,484,600
331	12	4.65	3,590,800	110,700	0	3,701,500

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COMM	# of Records:	Land Use Breakdown Summary		2011		
		Area	Land	Yard	Building	Total
341	16	0.00	0	17,000	6,422,700	6,439,700
342	6	0.00	0	13,000	1,234,000	1,247,000
410	8	107.95	7,294,400	0	0	7,294,400
420	1	8.29	4,289,700	217,200	1,486,100	5,993,000
421	1	15.02	3,373,100	0	394,400	3,767,500
422	3	6.90	3,439,000	158,200	2,320,700	5,917,900
423	1	0.48	300,000	0	13,600	313,600
424	3	0.66	528,500	44,700	45,900	619,100
425	2	2.74	2,976,300	29,900	5,458,600	8,464,800
426	1	4.00	2,422,800	166,400	2,795,300	5,384,500
427	1	0.39	128,700	3,400	45,700	177,800
428	1	33.00	14,313,000	18,061,100	12,127,300	44,501,400
430	3	24.17	2,686,700	18,700	7,700	2,713,100
440	1	0.19	278,100	1,700	6,200	286,000
450	1	5.91	1,153,800	11,700	63,700	1,229,200
460	1	0.14	165,600	0	86,200	251,800
520	29	31.56	27,007,700	99,800	20,800	27,128,300
525	2	0.18	94,800	0	0	94,800
530	6	2.54	1,989,800	0	0	1,989,800
535	2	0.19	39,100	0	0	39,100
540	3	2.58	80,700	0	0	80,700
612	39	716.00	36,800	0	0	36,800
630	2	1.80	14,400	0	0	14,400
815	113	28.50	28,230,100	352,100	49,364,700	77,946,900
820	49	24.32	18,437,900	188,400	46,998,500	65,624,800
830	22	66.27	35,064,200	896,000	284,483,800	320,444,000
905	10	140.52	22,133,200	297,700	8,622,300	31,053,200
910	235	1,119.25	334,846,300	6,483,000	328,458,714	669,788,014
912	1	8.91	3,780,400	2,100	128,400	3,910,900
913	1	0.27	248,200	4,400	0	252,600
914	13	15.27	8,304,200	1,894,400	1,988,700	12,187,300
920	1	0.34	468,600	5,300	573,800	1,047,700
921	2	0.34	369,000	4,800	0	373,800
922	2	0.06	97,200	7,600	21,000	125,800
923	4	1.09	850,200	7,300	944,500	1,802,000
932	24	104.09	31,372,700	86,500	112,141,000	143,600,200
933	1	0.53	618,300	8,300	737,000	1,363,600
934	2	5.40	4,320,800	25,800	747,800	5,094,400
935	13	6.08	5,376,800	82,600	9,300,900	14,760,300
940	2	30.87	4,818,500	218,900	63,087,000	68,124,400
951	5	9.80	3,882,800	0	0	3,882,800
960	17	103.69	30,776,200	21,300	385,400	31,182,900
961	1	2.50	762,400	200	515,600	1,278,200
968	1	0.07	108,600	0	235,000	343,600
970	58	72.37	29,491,700	320,900	47,784,800	77,597,400
981	21	22.58	8,409,600	84,900	16,739,300	25,233,800

- continued on next page -

COMM	Land Use Breakdown Summary		2011			
	# of Records:	Area	Land	Yard	Building	Total
982	8	52.35	19,511,800	72,000	29,632,300	49,216,100
983	2	1.07	407,000	0	228,200	635,200
984	3	1.83	1,910,000	16,600	2,159,600	4,086,200
985	9	2.80	2,493,600	49,600	8,171,600	10,714,800
986	15	40.50	8,954,800	0	0	8,954,800
987	1	0.32	357,300	600	388,000	745,900
988	1	3.07	932,900	13,800	494,200	1,440,900
989	7	6.64	2,617,700	48,300	11,850,800	14,516,800
990	2	0.30	428,400	12,200	457,800	898,400
994	22	20.63	12,319,500	133,500	14,817,900	27,270,900
995	1	0.59	589,000	4,500	0	593,500
997	3	1.08	658,600	7,700	175,400	841,700
998	1	2.82	1,824,600	15,900	686,600	2,527,100
	2,500	4,445.09	1,924,943,935	50,498,000	3,574,770,481	5,550,212,416

In the event that a full measure and list is deemed unnecessary, the City will make available for examination in advance property characteristics data currently on file for these properties, including but not limited to: the aerial photographs taken in 2012, computerized maps, and the real estate property record cards. The income and expense filings by property owners for the income producing properties for 2011 will be designed and mailed as determined by the Assessor. The 2012 income and expense statements will be mailed by the Assessor in accordance with a June 1, 2013 filing deadline.

Additionally, the City requires all proposals to include a quotation for fees to prepare a full narrative appraisal on selected properties for assessment appeals, if needed, should the results of the revaluation of these properties be challenged for the October 1, 2013 Grand List. Hourly rates for expert testimony in appeals filed in the year 2014, are to be provided in the proposal.

1.7 CONTRACTOR - QUALIFICATION REQUIREMENTS

A. CONTRACTOR

The CONTRACTOR shall be required to hold a valid Connecticut Revaluation Company certification pursuant to Section 12-2c of the Connecticut General Statutes, and to such other statutes and regulations that the State of Connecticut may promulgate from time to time. A copy of this certification document shall accompany your proposal submission. The CONTRACTOR shall have not less than five (5) years of practical appraisal experience in the appraisal of commercial, industrial, apartment, and residential type properties for municipalities who assessment list is comparable to, or larger than the City of Norwalk's. Include with your proposal submission materials reference information for at least three (3) such comparable projects completed within the last five (5) years.

B. Projector Manager or Supervisor

The administration of this project shall be assigned by the CONTRACTOR to a project manager or supervisor, who shall be certified by the State of Connecticut as a revaluation Supervisor pursuant to Section 12-2c of the Connecticut General Statutes, and to such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall have not less than five (5) years of practical appraisal management experience in the appraisal of commercial, industrial, apartment, and residential type properties. The project manager or supervisor shall be subject to approval by the ASSESSOR prior to the commencement of their duties on this project. The project manager and or supervisor shall be available on a weekly basis to meet with the ASSESSOR to discuss matters relating to the revaluation project.

C. Reviewers and Appraisers

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification program pursuant to Section 12-2c of the Connecticut General Statutes, and to such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall have not less than three (3) years of practical appraisal experience in the appraisal of the particular property types for which they are responsible. Two (2) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years. All reviewers and appraisers shall be subject to approval by the ASSESSOR prior to the commencement of their duties on this project.

D. Measurers and Listers

Measurers and listers shall have at least six (6) months experience in the appraisal or municipal revaluation field. Any measurer, lister or other field personnel who does not meet the above qualifications must work under the direct supervision of the Connecticut State certified appraiser, supervisor or project manager. The ASSESSOR shall be notified of the individual measurers and or listers name, starting date, qualifications, and field assignments prior to the commencement of the individual's duties on this project.

E. Background Checks

Any and all personnel assigned to this project by the CONTRACTOR shall be subject to background checks.

F. Identification

Any and all field personnel assigned to this project by the CONTRACTOR shall have visible clip-on identification cards, which shall include an up-to-date photograph, supplied by the CONTRACTOR and authorized by the City's ASSESSOR. In addition, all field personnel shall carry a "letter of introduction" authorized by the ASSESSOR. All vehicles utilized by the field personnel on this project shall be registered with the Norwalk Police Department giving license number, make, model, year, and color.

G. Office Hours and Staffing

CONTRACTOR shall maintain an office in Norwalk City Hall, as is required for this project, from the commencement of the work on this project through the conclusion on the public hearing process. This office shall be staffed at the CONTRACTOR's expense with clerical staff as needed, as well as other qualified full-time personnel so as to ensure the successful on-time completion of this project in accordance with the completion dates set forth in this RFP document and any addenda materials. The regular operating hours for the ASSESSOR's office are 8:30am to 4:30pm, Monday through Friday

H. Conflicts of Interest

No resident of the City or City employee shall be employed by the CONTRACTOR, except in a clerical capacity, without the prior written approval of the ASSESSOR.

1.8 REQUESTS FOR INFORMATION

Any requests for clarification or additional information regarding the consulting specifications are to be submitted in writing to the Purchasing Department, Room 103, 125 East Avenue, Norwalk CT 06856-5125, via fax to (203) 854-7817 or via e-mail to gfoley@norwalkct.org by the time and date noted on page one of this RFP solicitation document. If any substantive requests for information are received and responded to by the City of Norwalk, an addendum to this RFP will be issued.

1.9 PRE-PROPOSAL MEETING

A pre-proposal meeting to answer any questions which respondents may have concerning this RFP solicitation shall be held at the time and date noted on page one of this RFP solicitation document. This meeting is not mandatory; however, potential respondents are encouraged to pre-register for the pre-proposal meeting by calling the Purchasing Department at (203) 854-7712 or e-mailing your intent to gfoley@norwalkct.org. Any substantive changes to this "Request For Proposal" as a result of the pre-proposal meeting will appear in an addendum and be sent to all Firms attending this conference. Additionally, if issued, such addendum information would also be posted to the City's website: www.norwalkct.org.

1.10 PROPOSAL SUBMISSION DEADLINE

An original and six (6) copies of your proposal submission, in a sealed package clearly marked with "RFP No. 3154 – Appraisal Services – Property Revaluation" on the outside must be delivered and received in the City of Norwalk Purchasing Department, room 103, 125 East Avenue Norwalk CT 06865-5125 no later than the time and date noted on page one of this RFP solicitation document. Whether such proposal submission is delivered by hand or mail or commercial express service, the Respondent shall be responsible for actual delivery of the proposal to the City of Norwalk

Proposals received after the deadline will not be considered. All proposals become the property of the City of Norwalk.

1.11 DURATION OF PROPOSALS

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

1.12 ACCEPTANCE OF RFP CONTENT

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The City retains the option of canceling the award if the successful Respondent fails to accept such obligations. The City and the successful Respondent shall enter into a written contract for the work to be performed.

It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in a contract signed by the City and the successful Respondent.

1.13 INSURANCE COVERAGE REQUIREMENTS

The City of Norwalk is requiring insurance coverage as listed below for these services.

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

A. Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00) and Two Million Dollars (\$2,000,000.00) coverage for products/completed operations aggregate.

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or subconsultant in connection with any professional services performed under this Agreement the Contractor shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the CONTRACTOR is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the CONTRACTOR shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the CONTRACTOR's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). 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. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, P. O. Box 798, Norwalk, Connecticut 06856-0798.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

1.14 PERSONAL SERVICES CONTRACT FORM

A sample Independent Contractor for Consulting Services contract form which appears below is provided to illustrate the type of contract the City will use to contract for these consulting services.

1.15 APPLICABLE LAW

The laws of the State of Connecticut and any applicable federal laws shall govern this Contract.

1.16 RESERVATION OF RIGHTS

The City reserves the right to make no award, and to reject any and all proposals not deemed to be in the best interest of the City. The City reserves the right to accept the proposal that appears to be in the best interest of the City. The City reserves the right to waive any and all formalities or reject any or all proposal or any part of any proposal.

1.17 SUGGESTED SCHEDULE AND PERCENTAGE OF COMPLETED WORK STAGES OF COMPLETION

The City of Norwalk reserves the right to reject any and all proposals not deemed to be in the best interest of the City, or to accept that proposal which appears to be in the best interest of the City. The City reserves the right to waive any and all formalities or reject any or all proposals or any part of any proposal.

- Fees will be payable net thirty (30) days, following acceptance of the progress of the project by the Assessor.
- Ten percent (10%) retainage will be enforced for all invoices submitted, payable upon completion of the project and acceptance of the consulting services by the Assessor.
- Respondents shall submit information related to the training, qualifications, designations, licenses and certifications of the appraisers and analysts assigned to this project.
- Samples of work to be used as criteria for awarding the work and as a standard by which to judge acceptability of appraisal work done for the City shall be provided with the Reply Sheet. Confidential information of the sample may be edited.
- Respondent shall submit a proposed project work plan with target completion dates, resources and benchmarks indicated. These deadlines shall be finalized at contract signing, to include absolute deadlines where time is of the essence affecting value of what is received and Contractor's right to payment.
- Submitted fee and time schedules are to be given on the enclosed *RFP Reply Sheet* and shall follow the format below:

Example of Part 3 schedule:

			<u>Start Date</u>	<u>End Date</u>
Collection of Data from City Files	% of total	fee	_____	_____
Analysis of Sales	% of total	fee	_____	_____
Development of Sales Comparison Model	% of total	fee	_____	_____
Development of Direct Capitalization Rates from Sales	% of total	fee	_____	_____
Analysis of Income and Expense Forms	% of total	fee	_____	_____
Development of Income Model	% of total	fee	_____	_____
Discounted Cash Flow Analysis	% of total	fee	_____	_____
Application of Income and Market Models to Each Property	% of total	fee	_____	_____
Preparation of Documentation	% of total	fee	_____	_____

100 % Total fee

Fees for appraiser for narrative appraisals: \$_____ each.

Hourly fees for expert testimony in 2014: \$_____/per hr.

- The Respondent who is awarded the work and enters into a contract with the City shall be precluded from taking on appraisal work for other parties that creates a conflict-of-interest; or, the perception of a conflict-of-interest, with the City's revaluation assessments.

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The following document is the City's standard contract for an Independent Contractor for Consultant Services produced by the City of Norwalk's Corporation Counsel. Please be advised that substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel

AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
CITY OF NORWALK
AND

AGREEMENT FOR APPRAISAL SERVICES RE: PROPERTY REVALUATION

THIS AGREEMENT made and entered into this _____ day of _____, 2012, by and between the **CITY OF NORWALK** (the CITY), acting herein by Richard A. Moccia, its Mayor, and _____ (the CONTRACTOR), whose principal office is located _____, _____, _____, _____.

W I T N E S S E T H:

WHEREAS, the CITY plans to undertake a complete reappraisal and revaluation of all real property located within its jurisdictional limits in preparation for the Grand List of October 1, _____ (the Project); and

WHEREAS, based on the CONTRACTOR's representations to the CITY regarding its qualifications, experience and competency, and its familiarity with the recognized appraisal practices and standards required to perform the Project in a reasonable and professional manner, the CITY wishes to hire the CONTRACTOR to perform professional appraisal and revaluation services for the Project; and

WHEREAS, the CONTRACTOR agrees to perform the services needed by the CITY in a professional and timely manner and in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **ENGAGEMENT OF CONTRACTOR**

A. The CITY hereby employs the CONTRACTOR to perform the professional appraisal and revaluation services described herein in accordance with the requirements set out in the City's Request For Appraisal Services re: Property Revaluation Project Number _____, dated _____, and Addendum Number 1 dated _____, which documents are attached hereto and incorporated herein as **Exhibits A** and **B** respectively. The CONTRACTOR shall also be required to produce any reports in connection therewith that may be required by state or federal laws and/or regulations or the City of Norwalk. The properties to be appraised are listed in Section 1.6 of the attached Exhibit A.

The CONTRACTOR hereby represents that it is duly qualified and licensed to perform the professional real property appraisal services described herein in accordance with all applicable requirements, and professional standards as defined in the Exhibits. The CONTRACTOR agrees to perform such services in accordance with the terms and conditions and for the consideration set forth herein.

B. The persons in charge of administering this Agreement on behalf of the CITY shall be _____, Tax Assessor, together with _____, Finance Director, or such other person(s) as may be designated in writing.

C. The person responsible for the services to be rendered on behalf of the CONTRACTOR shall be _____, _____, or such other qualified person as may be designated in writing by the CONTRACTOR and accepted by the CITY.

2. **SERVICES TO BE PERFORMED**

A. The CONTRACTOR agrees to perform all professional appraisal and revaluation services as described in Exhibits A and B, together with the CONTRACTOR's Proposal Responses, dated _____ and _____, and the Addendum to Exhibit D which are attached hereto and incorporated herein as **Exhibits C, D** and **D-1** respectively. The terms and provisions of the Agreement and Exhibits shall be construed as supplementing each other and shall be applied so as to promote the intent of this Agreement and the best interests of the Project. In the case of any conflict in the terms of the Exhibits and this Agreement, the terms of the City's documents shall prevail and govern the interpretation of any term or requirements.

The CITY may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, including any resulting increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this Agreement signed by both parties.

The CONTRACTOR's services shall comply in all respects with all applicable laws, regulations, standards and requirements related to municipal appraisal practices.

B. The CONTRACTOR's analysis, findings, and recommendations shall be conveyed to the CITY in written reports prepared in accordance with the established principles and standards for municipal real property valuation, as set out in the Exhibit A. Upon completion of its reports, the CONTRACTOR shall file certified copies of the same with the CITY. CONTRACTOR shall also keep all of its working papers employed in the performance of its services at Norwalk City Hall with the understanding that the same shall at all times be and remain the property of the City of Norwalk.

C. The CONTRACTOR shall be available to meet with Michael Stewart, Tax Assessor, or his representatives; with other agencies, departments or officials of the CITY as appropriate; and with other entities as directed by the CITY, with regard to the services performed hereunder. In addition, the CONTRACTOR shall conduct public informational meetings in order to educate the public regarding the CITY's revaluation program. Meetings will be scheduled by the Norwalk Tax Assessor.

3. COMPENSATION

A. The CONTRACTOR shall be compensated for its services based on pricing rates set forth in Exhibit D with a total amount of compensation to be paid CONTRACTOR for the services to be performed under this Agreement, not to exceed the sum of _____ (\$_____ .00). The total compensation provided for herein shall not exceed this maximum amount without a written amendment to this Agreement authorized by the Norwalk Common Council and signed by both parties, in the same manner as this Agreement.

B. Compensation provided under this Agreement constitutes full and complete payment for all costs assumed by the CONTRACTOR in performing this Agreement including, but not limited to, salaries; costs of materials and supplies; printing and reproduction; attendance at meetings, consultations and

presentations; clerical costs; travel expenses; postage; telephone; and all similar expenses. No direct costs shall be reimbursed by the CITY without specific prior written approval of the CITY prior to their expenditure and, in any event, payment of such expenses shall not exceed the maximum compensation amount pursuant to the terms of Paragraph A above.

C. Payments to the CONTRACTOR under this Agreement shall be made by the CITY on approval of payment requisitions certified by a principal of the CONTRACTOR and submitted in accordance with a schedule approved by the Tax Assessor. Each requisition shall be in a form acceptable to the CITY and shall identify the work performed and completed, as appropriate, and the compensation due the CONTRACTOR. The CITY may, prior to making any payment under this Agreement, require the CONTRACTOR to submit to it such additional information with respect to the CONTRACTOR's costs as it deems necessary. The CITY shall withhold an amount equal to ten percent (10%) of the total amount invoiced from all payments made until final completion and acceptance of the services hereunder.

D. The acceptance by the CONTRACTOR, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination hereof, shall constitute a full and complete release of the CITY, its agents and employees, from any and all claims, demands and causes of action whatsoever which the CONTRACTOR, its successors or assigns have or may have against the CITY under the provisions of or in connection with this Agreement.

4. TIME PROVISIONS

A. The CONTRACTOR shall complete the services set forth in this Agreement in accordance with the attached Task Schedule/Critical Path Chart, attached hereto and incorporated herein as **Exhibit E. TIME IS OF THE ESSENCE IN TERMS OF THE PERFORMANCE AND COMPLETION OF THE REQUIRED SERVICES.**

B. The parties understand and acknowledge that if the CONTRACTOR fails to complete the services outlined in this Agreement in compliance with the mandated completion schedule set by the CITY the CITY will incur substantial damages including, additional costs for completion, penalties, lost revenues and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the parties agree that, if the CONTRACTOR fails, due to its negligence, actions or omissions or other factors within its control to satisfactorily complete the Project hereunder according to the schedule specified (which does not account for any additional services added under an Amendment to this Agreement) or within any extension of time that may have been

allowed, there shall be deducted from any monies due or that may become due the CONTRACTOR, the following sums set out below for each and every calendar day, including Saturdays and legal holidays, that any specified services (Tasks) remain incomplete in accordance with the schedule set out above. These sums shall not be imposed as a penalty, but as liquidated damages due the CITY from the CONTRACTOR by reason of the damages, inconvenience and additional costs and expenses incurred by the public together with other problems suffered as a result of any such delay thereby occasioned.

<u>Task Interim Milestones:</u>	<u>Completion Date</u>	<u>Damages</u>
Data Collection - First _____ parcels	_____	\$___/day
Data Collection - Second _____ parcels	_____	\$___/day
Data Collection - Third _____ parcels	_____	\$___/day
20__ Field Review	_____	\$___/day
20__ Grand List Valuations	_____	\$___/day
Income & Expense Analysis, etc.	_____	\$___/day
20__ Grand Valuations	_____	\$___/day
20__ Grand List Assessment Change Notices	_____	\$___/day

Final Completion date for 20__ Grand List final valuations is on January 31, 20__. Damages of \$400/day will be imposed commencing on February 1, 20__, until final valuations for the 20__ Grand List are completed in compliance with the terms of this Agreement.

In the event that the CONTRACTOR fails to properly complete any task in order to meet the prescribed interim milestone dates set forth above, the CITY shall, within ten (10) days following the completion date, send written notice to the CONTRACTOR of this breach. If, within ten days (10) following receipt of the letter, the CONTRACTOR cures its breach by completing the task in its entirety, then the liquidated damages will not be imposed. However, beginning on the eleventh day following receipt of such letter, damages will be imposed against the CONTRACTOR for each day that the required services remain incomplete.

If CONTRACTOR's performance is delayed by acts of the CITY or other factors beyond CONTRACTOR's control, including a failure of the CITY to timely provide the information required by the CONTRACTOR to perform under this Agreement the CONTRACTOR will be granted an extension of time for performance but shall not be entitled to an increase in the contract price, damages or additional compensation.

Specific Services and tasks are defined as follows:

Data Collection - All measurements, physical data listings, sketches and photos data are entered into Patriot CAMA software.

20__ Field Review - All real property record cards are visually reviewed in the field, and all visible data verified.

20__ Grand List Valuations - All real property parcels are valued based on 20__ market-adjusted cost data.

20__ Grand List Valuations - All real property parcels are valued based on 20__ market-adjusted cost data.

20__ Grand List Assessment Change Notices - All real property parcel notices are delivered to the appropriate mail house.

Income and Expense Analysis, Data Entry, and Tables - All data necessary to complete the income approach to value for all real income-producing property for the

20__ Grand List has been collected and appropriately reviewed.

Notwithstanding the foregoing, this Agreement shall remain in effect until the services required hereunder are completed in accordance with the terms herein, unless otherwise terminated by either party.

C. Staffing. The CONTRACTOR understands that time is of the essence in terms of the performance and final completion of the Project. It agrees to provide sufficient personnel to meet whatever schedule may be necessary to perform the services required hereunder in the most professional, expeditious and economical manner and to complete the Project on time. This shall include working additional hours, including weekends and evenings as may be necessary at no additional cost to the CITY in order to meet the performance deadlines established by the CITY and set out in Exhibit E.

During the performance of its services, the CONTRACTOR's personnel will be assigned to the Project in accordance with the minimum requirements of time and duration shown in Exhibit E. The CONTRACTOR shall increase these time assignments or otherwise modify them at any time when needed to meet the CITY's required performance schedule. However, this staff shall not be reduced without the prior written consent of the CITY. If the CITY is not reasonably satisfied with the performance of any of the CONTRACTOR's personnel, such personnel shall be promptly replaced by the CONTRACTOR, to CITY's reasonable satisfaction.

The CONTRACTOR shall appoint an individual who shall meet on a regular, monthly basis with the Tax Assessor to evaluate the progress made in terms of the performance schedule and to determine whether an additional commitment of personnel or time may be necessary.

It is understood and agreed that permitting the CONTRACTOR to complete the services or any part thereof after the date of completion stated in this Agreement, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver by the CITY of any of its rights herein or at law.

5. **INSURANCE AND BONDS**

A. The CONTRACTOR shall take out and maintain during the life of this Agreement insurance coverage in compliance with the requirements set out in **Exhibit F**.

All insurance shall be provided by a company or companies authorized to do business in the State of Connecticut. Before commencing the work, the CONTRACTOR shall furnish the CITY a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Such certificate and renewal certificates shall provide for a notice of cancellation, lapse or restrictive amendment by certified or registered mail at least thirty (30) days prior thereto and shall have attached a photocopy of the license(s) issued to the agent writing such insurance by the company or companies providing the insurance coverage under the certificate. If such insurance is written on a "claims made" basis then such insurance shall be kept in full force and effect for three (3) years after final payment to the CONTRACTOR.

All insurance shall be taken out and maintained at no cost or expense to the CITY and the CONTRACTOR shall be responsible for the full amount of any deductible.

The insurance requirements stated herein, including, but not limited to, the additional insured requirement, are separate and independent of any other requirement of this written Agreement.

B. Prior to commencement of the services hereunder, the CONTRACTOR shall furnish to the CITY a bond covering the faithful performance of its services hereunder and completion of the Project. Such bond shall be issued in such form and by a surety that is acceptable to the CITY. Such bond shall be in an

amount equal to the total compensation payable hereunder. The CONTRACTOR shall be responsible for the cost of such bond.

6. **STANDARDS OF PERFORMANCE**

The CONTRACTOR shall perform its services in a satisfactory manner in compliance with all the applicable laws, regulations, standards, principles and requirements including all applicable state and federal requirements and standards, and generally accepted government standards as may prevail from time to time.

7. **INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, in any way arising out of, relating to or in connection with the performance of or failure to perform this Agreement. This provision shall include all losses, costs, and damages which the CITY may suffer as a result of any negligent supervision of services by the CONTRACTOR. The CONTRACTOR hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or termination of this Agreement; shall not be limited by reason of any insurance coverage provided hereunder or the limits of any insurance requirements; and shall be separate and independent of any other requirement of this Agreement.

This indemnification shall not extend to losses, costs, damages, fees or judgments caused by CITY's negligence or breach of this Agreement.

8. **GENERAL PROVISIONS**

A. The CITY may at any time, and for any reason, direct the discontinuance of the services contemplated under this Agreement for a period of time. Such direction shall be in writing and shall specify the period during which the services shall be discontinued. The services shall be resumed on the dates specified in such direction, or upon such other date as the CITY may thereafter specify in writing. The period during which such services shall have been discontinued shall be deemed added to the time for performance. Stoppage of services under this article shall not give rise to any claim against the CITY.

B. The CITY may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event

of such termination, services shall be paid for in such amount as shall compensate the CONTRACTOR for the services satisfactorily performed prior to termination. Such amount shall be fixed by the CITY after consultation with the CONTRACTOR, and shall be subject to audit by the Comptroller. Termination under this section shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

The CONTRACTOR may resign from performance of this Agreement if obligated to do so by any term or requirement set out in the Connecticut General Statutes or the applicable provisions of the professional standards of the Connecticut State Board of Accountancy or the American Institute of Certified Public Accountants. Prior to resigning, the CONTRACTOR shall provide the Comptroller with written notice of its intention, setting out the reasons for the same in detail and specifying the effective date of its intended resignation, which shall not be less than forty-five (45) days from the date of the Comptroller's receipt of such notice. The CONTRACTOR shall make every effort to assist and cooperate with the CITY in obtaining a competent replacement for it and shall perform all services necessary and reasonably desirable in order to assist the CITY in meeting all applicable time schedules and audit deadlines or to obtain a proper extension of the same, as may be in the best interests of the CITY as determined by its Comptroller.

In the event of such termination or resignation, the CONTRACTOR's services shall be paid for in such amount as shall compensate the CONTRACTOR for the portion of the work satisfactorily performed. This compensation amount shall be fixed by mutual agreement of the CITY and the CONTRACTOR, and shall be subject to audit by the Comptroller. In such event the CONTRACTOR shall provide its successor with access to all documents, information and other working papers that may have been used or drawn up in connection with and as part of the performance of the auditing services hereunder, in accordance with the applicable professional standards, and based on mutually agreeable terms and conditions as set by and between the CITY and the CONTRACTOR. Termination under this section or the CONTRACTOR's resignation shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

C. It is the intent of this Agreement to secure the personal services of those employees, contractors and agents of the CONTRACTOR identified in Exhibits C and D. Failure of the CONTRACTOR for any reason to make the services of such persons available to the CITY to the extent necessary to perform the services required in a professional, skillful and timely manner

shall be cause for termination of this Agreement. The CONTRACTOR shall be responsible for ensuring that all persons engaged in the services to be performed under this Agreement shall be authorized or permitted under State law to perform such services, as required by law.

D. The CONTRACTOR shall not assign or subcontract this Agreement or any of the services to be performed by it hereunder without prior consent of the CITY in writing. Any assignment or subcontracting in violation hereof shall be void and unenforceable. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors as it is for the acts and omissions of people directly employed by it. The CONTRACTOR shall require any subcontractor approved by the CITY to agree in a written contract to observe and be bound by all obligations and conditions of this Agreement to which CONTRACTOR is bound. The CITY acknowledges that Mr. John Leary will be working for and on behalf of the CONTRACTOR as a subcontractor in connection with the services to be performed hereunder.

E. When the CITY shall have reasonable grounds for believing that:

(1) The CONTRACTOR will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance; or

(2) A meritorious claim exists or will exist against the CONTRACTOR or the CITY arising out of the negligent, willful or wanton acts, errors or omissions of the CONTRACTOR, its agents, servants or employees, or the CONTRACTOR'S breach of any provision of this Agreement;

then the CITY may withhold payment of any amount otherwise due and payable to the CONTRACTOR hereunder. Any amount so withheld shall be in escrow and shall be released to the CONTRACTOR once the CONTRACTOR either completes performance in compliance with the terms hereof or reasonably demonstrates its willingness and ability to fulfill its contractual obligations hereunder. If, however, it becomes reasonably apparent that CONTRACTOR will be unable or unwilling to perform, the CITY may, after written notice to the CONTRACTOR, apply the amount withheld to satisfy any claim herein described. This provision is intended solely for the benefit of the CITY, and no person shall have any right against the CITY or claim against the CITY by reason of the CITY'S failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the CITY.

F. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the CITY.

G. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Agreement.

H. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in any of the courts located in the State of Connecticut, Judicial District of Stamford/Norwalk.

I. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State of Connecticut, the Federal Government, and the City of Norwalk.

J. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, gender, physical disability, sexual orientation or national origin.

K. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

L. All reports prepared and information collected under this Agreement and all data generated in the process of performing the services required, shall be and remain the property of the CITY.

M. In the event the CITY determines that there has been a material breach by the CONTRACTOR of any of the terms of this Agreement, the CITY has the right, power and authority to terminate this Agreement and to complete the services or any part thereof without consultation with the CONTRACTOR, and the CONTRACTOR shall be obligated to pay the CITY for any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred thereby. For the purpose of such completion the CITY may, for itself or for any of its Consultants, take possession of and use or cause to be used any

and all documents, information and files or other items that may have been used or compiled in connection with the performance of this Agreement. This right is in addition to any other right or remedy the CITY may otherwise have.

All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the CITY under this section shall be charged to the CONTRACTOR and deducted and/or paid by the CITY out of any monies due, payable or to become due or payable under this Agreement to the CONTRACTOR. In completing the services to be performed hereunder, the CITY shall not be required to pursue the least costly means but is entitled to engage those services it reasonably believes to be in its best interests. If such costs exceed the sum due or to become due to the CONTRACTOR, the CONTRACTOR shall pay the excess costs to the CITY.

N. Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any provision is not inserted or is not correctly inserted then, upon the written consent of the parties, this Agreement shall forthwith be physically amended to make such insertion.

O. No change or modification of this Agreement shall be valid unless it is in writing and signed by all parties to this Agreement.

P. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the CITY: Michael Stewart, Tax Assessor
City Hall
125 East Avenue, P.O. Box 5125
Norwalk, Connecticut 06856-5125

With a Copy to: Corporation Counsel
City Hall
125 East Avenue, P.O. Box 798
Norwalk, Connecticut 06856-0798

To the CONTRACTOR: _____

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when the same are sent by registered mail with proper postage.

Q. The CITY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY.

R. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

S. The CONTRACTOR represents to the City as follows:

That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in four (4) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

CITY OF NORWALK

By: _____

Its Mayor
Duly Authorized

Date signed: _____

Witnesses' signatures:

By: _____

Its _____
Duly Authorized

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____

By: _____

Comptroller

Date: _____

SECTION 2 - RESPONSE FORMS

SPECIAL NOTES ON RESPONDING

ADDENDA information is available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org> The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

BUSINESSES WITHOUT FAX EQUIPMENT or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

PROPOSAL RESPONSES One (1) ORIGINAL plus six (6) COPIES are to be delivered to:

City of Norwalk
Purchasing Department, Room 103
125 East Avenue
P.O.Box 5125
Norwalk, Ct. 06856-5125

2.1 FORM OF PROPOSALS:

All proposals must include the following:

- A. A resume of company accomplishments and abilities in the various fields involved in this project.
- B. An outline of services to be rendered including delegation of responsibilities of key personnel.
- C. Names of key personnel assigned for term of contract; a description (resume) of applicable background of these personnel.
- D. A Commitment to give notice to the City of any changes in key personnel as outlined in item C above, and City's option to reject such candidate.
- E. Attach a list of comparable projects you have completed within the past four years giving the following information for each.

Name of Company/Municipality

Address

Name and telephone number of contact person.

Project Scope

Budgeted Project Cost and Final Project Cost (state reasons for any substantial difference)

- F. Hourly and per diem rates for consultant services in each discipline, as well as willingness to negotiate lump sum cost for all services.

You may include any additional information which demonstrates your qualification for this work.

Proposals are to be submitted (One (1) original plus six (6) copies) to

City of Norwalk
Norwalk City Hall
Purchasing Department, Room 103
125 East Avenue P.O. Box 5125
Norwalk, Connecticut 06856-5125

2.2 PRICING RESPONSE FORM

Vendor Name _		
Address _		
Phone _	Fax _	Email _
Manager _		Fed ID#

The undersigned hereby declares that he/she has carefully examined the plans, specifications and project site and is satisfied with all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he/she will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

2.2 A1 - PROPOSAL PRICING - PART I *[option #1 – 29,000 parcels - Exterior & Interior Inspections]*

	% of total	\$ _____ fee	Start Date	End Date
Exterior / Interior Inspections – 100%				
Data Entry – 100%				
Quality Control Program – 100%				
Data Mailer – preparation & mailing – 5%				
Data Mailer – Data Entry – 5%				
Data Mailer – Field Verification – 5%				
Part 1 Consulting Services	100% of total	\$ _____ Total Fee		
Total fee in words				

2.2 A2 - PROPOSAL PRICING - PART I *[option #2 – 7,500 parcels - Exterior & Interior Inspections]*

	% of total	\$ _____ fee	Start Date	End Date
Exterior / Interior Inspections – 7500 parcels				
Data Entry – 7500 parcels				
Quality Control Program – 5%				
Data Mailer – preparation & mailing – 100%				
Data Mailer – Data Entry – 100%				
Data Mailer – Field Verification – 100%				
Part 1 Consulting Services	100% of total	\$ _____ Total Fee		
Total fee in words				

-Continued on next page-

Vendor Name _____

2.2 B PROPOSAL PRICING – PART II

	% of total	\$ _____ fee	Start Date	End Date
Development valuation models...		\$		
Estimate market value of properties...		\$		
Review all residential properties...		\$		
Preparation of Documentation		\$		
Preliminary valuations for 10/01/2013		\$		
Final valuations for 10/01/2013		\$		
Part II Consulting Services	100% of total	\$ _____ Total Fee		
Total fee in words				

Fees for appraiser for narrative appraisals	\$ _____ / per appraisal
Hourly fees for expert testimony in 2014:	\$ _____ / per hour

2.2 C PROPOSAL PRICING - PART III

	% of total	\$ _____ fee	Start Date	End Date
Development of Direct Capitalization				
Analysis of Income and Expense Forms				
Development of Income Model				
Application of Income and Market Models to Each Property				
Preliminary valuations for 10/01/2013				
Final valuation model for 10/01/2013				
Preparation of Documentation				
Part II Consulting Services	100% of total	\$ _____ Total Fee		
Total fee in words				

Fees for appraiser for narrative appraisals	\$ _____ / per appraisal
Hourly fees for expert testimony in 2014:	\$ _____ / per hour

-Continued on next page-

Vendor Name _____

2.2 D PROPOSAL PRICING - PART IV

A. SOFTWARE APPLICATION SYSTEM

1	<u>PROPOSED FEE - BASE SYSTEM</u>	\$
	Lump Sum in Writing	

Details of system components & features included in the base system

B. OPTIONAL MODULES – NOT INCLUDED IN PROPOSED BASE SYSTEM

1.	Module Name:	
	<u>Proposed Fee Module #1</u>	\$
	Lump Sum in Writing	

Details of this module component(s) & features included in this module

2.	Module Name:	
	<u>Proposed Fee Module #2</u>	\$
	Lump Sum in Writing	

Details of this module component(s) & features included in this module

3.	Module Name:	
	<u>Proposed Fee Module #3</u>	\$
	Lump Sum in Writing	

Details of this module component(s) & features included in this module

4.	Module Name:	
	<u>Proposed Fee Module #4</u>	\$
	Lump Sum in Writing	

Details of this module component(s) & features included in this module

-Continued on next page-

Vendor Name _____

C. HARDWARE REQUIREMENTS

1. Server Requirements & Operating System Requirements

D. SOFTWARE APPLICATIONS – NOT INCLUDED IN BASE SYSTEMS OR MODULES

1.	Database application Name: _____	
	Proposed Fee Database Application	\$
	Lump sum in writing	

2.	Report Writer application Name: _____	
	Proposed Fee Database Application	\$
	Lump sum in writing	

E. DATA CONVERSION FEE

1.	Proposed Fee For the conversion of existing data from existing application to the proposed software	\$
	Lump sum in writing	

Please note, exceptions, if any, that are being taken to the specifications outlined in this RFP, if you require more space, you submit them under separate cover

Insurance Agency Name _____		Tel._____	
Agency Address _____			

Submitted by _____		
Authorized Agent of Company (name and title)		Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

2.3 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Failure to provide this information may be regarded as justification for rejecting a bid.

1. Number of years in business _____.

2. Number of personnel employed: Pt. time _____, Full _____,

3. List six appraisals of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	general partnership		
	limited partnership		
	limited liability corporation		
	limited liability partnership,		
	corporation doing business under a trade name		
	individual doing business under a trade name		
	other (specify)		
5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations _ Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	Out_of _State corporations _ Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No

-Continued on next page-

6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:					
Business Name					
Address					
City		State		Zip	
Name of Agent					

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets () Total Liabilities)
- b. Working Capital (Current Assets () Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
.	.	.	.

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

SECTION 3

**GENERAL INFORMATION, TERMS AND CONDITIONS
FOR
MISCELLANEOUS SERVICES & EQUIPMENT PURCHASES**

Rev. 011205, Express Request Doc. #1002

3.1 GENERAL:

A. The City reserves the right to require the successful firm to execute a contract in a format supplied by Corporation Counsel. The terms and conditions of the contract to be signed upon the award of the bid will supersede any inconsistent provision of the bidding documents.

Award of all or a portion of the requirement may be subject to approval by the Norwalk Common Council.

B. A certified check or bid bond if requested in the Invitation to Bid must accompany your response in the amount indicated. The certified checks will be returned to all unsuccessful candidates upon the awarding of the contract. If your proposal is not accompanied by a bond or check at the bid opening it may be rejected.

C. The successful firm may be required to furnish a performance bond and labor and materials bond acceptable to Corporation Counsel, each for the full contract amount, prior to execution of a contract and/or performance under Purchase Orders. Indicate the cost for these bonds, to be added to the contract sum on the response form.

For 3.1, B & C:

Surety Companies must be listed on the current Federal Register, licensed in the State of Connecticut and have an underwriting limitation exceeding the value of the project with no more than 5% of capitol in surplus tied to any one risk.

Banks must have a branch office in Connecticut with insurance provided by the FDIC.

D. Any unit furnished as a result of this bid is to be a new and unused model currently in production. Alternate proposals on recycled products will, however, be considered. Accessories necessary for its proper functioning on delivery, are assumed to be included in the quote though not specifically mentioned below. All assemblies, sub-assemblies and component parts for all units specified are to be standard and interchangeable.

E. The award of any contract is subject to the following conditions and contingencies:

- (1) The approval of such governmental agencies as may be required by law.
- (2) The appropriation of adequate funds by the proper agencies.
- (3) If the bidder is a corporation or other legal business entity, it must have a current license to do business in the State of Connecticut that is on file with the Connecticut Secretary of State's office, or it must be organized under the laws of the State of Connecticut and current in terms of its required filings.

Note: If you are an out-of state business and the performance of your contract with the City requires that tangible personal property will be used or consumed in this state, you must comply with Connecticut General Statutes 12-430-7 a copy of which can be found at <http://www.cga.state.ct.us/2003/act/Pa/2003PA-00147-R00SB-01137-PA.htm>

Questions concerning this statute should be addressed to the Commissioner of Revenue Services for the State of Connecticut, Department of Revenue Services, 92 Farmington Avenue, Hartford CT 06115.

Registration by out-of state corporations with the Connecticut Secretary of State, 30 Trinity Street, Hartford CT 06106, telephone 860-509-6002, is required by law as a condition for doing business in the State of Connecticut.

F. Notice is hereby given to all bidders that as a municipality the City of Norwalk is subject to and bound to comply with the terms of the Freedom of Information Act. Consequently, please be informed that under the terms of the Act some or all of your submissions, including attachments, may be subject to disclosure to the public or press upon request. The FOI Act recognizes that certain documents are exempt from disclosure or may be held confidentially. However, these exemptions are considered exceptions to the general rule favoring disclosure and are generally narrowly construed. You should consult with legal counsel before making your submission if you have any questions about what submitted document may be disclosed. You are hereby requested to submit those documents to which an exemption is claimed under seal along with those non-exempt documents. These sealed documents shall initially be held in confidence but may be released to the extent required or allowed by law.

3.2 RECYCLING POLICY:

The City of Norwalk is committed to protecting the environment and managing solid waste. Where possible and practical the City will procure recycled and/or recyclable products. The City will consider alternate proposals which maximize the use of products which are produced from post consumer waste, which reduce waste or consumption, or that offer products with a salvage value.

The City requests that its vendors eliminate all non-essential packaging that may be used in the delivery process.

3.3 OBLIGATIONS OF THE CANDIDATE:

At the time of the opening of proposals, each candidate will be presumed to be thoroughly familiar with the City's requirements, and the objectives for each element of the project item or service.

3.4 SITE INSPECTION:

Information contained in these documents is provided in good faith only that all candidates may have access to the same information utilized by the City, and is not intended as a substitute for personal investigations, interpretations and judgment of the candidate. As information may be approximated or incomplete, candidates should conduct a thorough inspection or study of existing conditions/equipment.

3.5 INSURANCE REQUIREMENTS:

A certificate of insurance, if requested, must be presented to the City at the time of award and must name the City as an additional insured on the face of the document. In addition, please list the name and address of your insurance agent as part of the returned bid proposal. The City's Standard insurance requirements are available via FAX. Dial 203-854-7897 to access the Purchasing Department's **Express Request Line**. Request document number 1007.

All policies must be written on a "per occurrence" basis. "Claims Made" Policies are not acceptable. The Contractor is responsible for the cost of maintaining such insurance throughout the duration of the project.

3.6 LIQUIDATED DAMAGES:

Time is of the essence. Provisions of a final agreement must be completed by the dates indicated. Liquidated damages will be computed from costs incurred and/or revenues lost as a result of missing this deadline.

3.7 RETAINAGE:

The City may retain 5% of the total project cost until such time as a guarantee bond, satisfactory to the Corporation Council's office is posted with the City or other terms for retainage are specifically stated in the contract for this project.

3.8 ACCEPTABLE BRANDS:

The Bid specifications are not intended to limit consideration to the particular service organization or manufacturer from which they were developed. References to brand names or numbers are to be interpreted as establishing a standard of quality and is not to be construed as limiting competition. Brand names used within these specifications shall be presumed to be followed by the words "or approved equal".

Burden of proving a product and/or material as equal to a specific product and/or material by brand name is the responsibility of the contractor.

Final determination as to what is an "or equal" product will be made by the Purchasing Agent in conjunction with other City staff. The City will award on the basis of the criteria stated herein, and reserves the right to waive or require compliance with any element of the specifications.

3.9 HOW TO RESPOND:

Supply the required information on and along with the response form. An explicit agent of your organization must sign and date the response form and any supplementary proposal document. *Provide six copies of any informational literature.* If this request has a "Specification Offered" column opposite the specifications complete as follows:

In the "specification offered" column write in:

- a) "As specified"
- b) "Exceeds specifications" - Identify what exceeds the specification and why
- c) "Exception to specifications" - Again, identify the substitute and define its effect.

Be sure to return these pages with your pricing sheet(s).

If a prospective bidder needs clarification or interpretation of any items in these documents he/she must request such in writing, addressed to the "Buyer" who's name appears on the invitation to bid, at least one calendar week prior to the bid opening. Responses shall also be in writing, and shall be distributed in the same manner as Addenda. The City of Norwalk, or its agents shall not be responsible for any oral instructions or interpretations given to a bidder.

Return all response forms, bond (if required), and any informational literature (**six copies**) to **Norwalk City Hall, Purchasing Department, Room 103, 125 East Avenue, P.O.Box 5125, Norwalk, Ct. 06856-5125.** Be sure to indicate the request number, name, and opening time in the spaces provided. Mark the original proposal package as "ORIGINAL" on the front cover. We will open the bid upon receipt if this information is not provided on the face of the envelope. In this case the Purchasing Department can not be held responsible for the confidentiality of the bid.

Late bids – bid submissions delivered or received later than the date and time specified on the invitation to bid will not be considered and will be returned unopened. The bidder shall assume full responsibility for the timely delivery of their submission at the location designated for the receipt of

the submissions.

Failure to follow these guidelines may be just cause for rejection of the proposal.

Responses transmitted by FAX or E-mail are accepted with the following understandings:

1. The City is not responsible for the confidentiality of the information transmitted.
2. The City can not guarantee that our FAX or computer equipment will be available to receive transmittals. It is the Bidder's responsibility to ensure that quotations are received complete and on time. It is recommended that you call immediately after transmitting.
3. Bids transmitted by fax or E-mail which have a bond requirement are subject to the terms of paragraph 3.1 (c).

3.10 CRITERIA FOR AWARD:

This Request for proposal/bid does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to accept or reject any and all proposals / bids, or any part thereof, to waive defects in the same, or accept any proposal / bid or a combination of proposals / bids deemed to be in its best interests.

3.11 QUALIFICATIONS OF CANDIDATES OFFERING PROPOSALS:

The City may make such investigations as deemed necessary to determine the ability of the candidate to perform the work and the degree to which any candidate meets the criteria for Award listed herein. Each candidate agrees to furnish the City any additional information requested.

3.12 THE RFP PROCESS:

Bids are advertised as required by law. The City may also mail invitations to businesses as it deems appropriate. Placement on a vendor mailing list or a history of having received invitations in the past or having received prior contract awards in no way obligates the City to continue any form of direct notification. At the discretion of the Purchasing Agent the City may remove vendors from the mailing list for whatever reason including a poor performance history or failure to respond to previous invitations.

3.13 TIME PROVISIONS:

The content of any proposal submitted is to remain valid and available to the City for ninety (90) days from the day proposals are due.

Unless otherwise indicated the duration of the Contract will be one (1) year. Further, this contract may be renewed, expanded and extended at the option of the City in one (1) year increments for up to four (4) additional periods provided that the funds are available, approved by the City for this purpose and that the Contractor has established a satisfactory performance record. Revisions in terms to be negotiated on award anniversaries.

Notwithstanding the failure of City to exercise any option to renew this contract for an additional year, the Contract Administrator reserves the right to unilaterally extend this contract on a month to month basis for a period not to exceed three (3) months under the same terms and conditions applicable to the preceding contract period.

3.14 TERMS AND CONDITIONS

TERMINATION (701): The City may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Agreement for a period of time. Such

direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the City may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. In the event that the City directs the discontinuance of the services hereunder for a period of time in excess of six (6) months, through no fault of the Contractor, the parties may negotiate and adjustment in the fees payable hereunder due to a rise in the cost of performance. Stoppage of work under this article shall not give rise to any claim against the City.

(702) The City may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate the Contractor for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the City after consultation with the Contractor, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

INTENT (703): It is the intent of this Agreement to secure the services of the Contractor or a duly authorized and competent representative or representatives of the Contractor acceptable to the City. Failure of the Contractor for any reason to make the service of such a person or persons available to the City to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this agreement. All persons engaged in the work required under this Agreement shall be authorized or permitted under State law to perform such services, as required by law.

ASSIGNMENT (704): The Contractor shall not assign or subcontract this Agreement or any of the services to be performed by it hereunder without prior consent of the City in writing. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors as it is for the acts and omissions of people directly employed by it. The Contractor shall require any subcontractor approved by the City to agree in its contract to observe and be bound by all obligations and conditions of this Agreement to which Contractor is bound.

DEFAULT (705): When the City shall have reasonable grounds for believing that:

- A. The Contractor will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or
- B. A meritorious claim exists or will exist against the Contractor or the City arising out of the negligence of the Contractor or the Contractor's breach of any provision of this Agreement;

then the City may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right against the City or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

In the event the Director determines that there has been a material breach by the Contractor of any of the terms of the Agreement, the City has the right, power and authority to terminate this Agreement and to complete the work or any part thereof, and the Contractor shall be obligated to pay the City for any losses, damages, costs and expenses; including attorneys' fees,

sustained or incurred thereby. For the purpose of such completion the City may, for itself or for any of its Contractors, take possession of and use or cause to be used any and all documents, plans and specifications or other items that may have been used or drawn up in connection with the performance of this Agreement. This right is in addition to any other right or remedy the City may otherwise have.

In such event, all costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the City under this Agreement shall be charged to the Contractor and deducted and/or paid by the City out of any monies due or payable or to become due or payable under this Agreement to the Contractor if any such cost shall exceed the sum due or to become due to the Contractor, the Contractor shall pay the excess amount to the City. In computing the amounts chargeable to the Contractor, the City shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but it shall charge to the Contractor, and the Contractor shall be liable for all sums actually paid or expenses actually incurred in effecting prompt completion of the work hereunder. The City's rights described herein are in addition to any other rights and remedies provided by law.

Termination under this section shall not give rise to any claim against the City for damages or compensation in addition to that provided hereunder.

INDEMNIFICATION (706): Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the City.

(707) No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the Contractor covenants that no person having such interest shall be employed in the performance of this Agreement.

(708) The Contractor expressly agrees to at all times indemnify, defend and save harmless the City of Norwalk and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including counsel's fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage.

APPLICABLE LAW (709): This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in Connecticut state courts.

COMPLIANCE WITH LAW (710): The Contractor shall comply with all applicable laws, regulation, ordinances and codes of the State of Connecticut and the City of Norwalk, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

EQUAL OPPORTUNITY (711): During the performance of this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, marital status, mental disability, physical disability or national origin.

ACCEPTANCE (712): This Agreement and its attachments constitute the entire understanding and agreement of the parties respecting the subject hereof and supersede any and all agreements, negotiations, commitments and writings reached by the parties prior to the execution of this Agreement, whether oral or written. No change or modification of this Agreement shall be valid unless it is in writing and signed by both parties hereto.

CHANGES (713): The City may, from time to time, request changes in the scope of services to be performed by the Contractor hereunder. Any such change, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in a written amendment to this Agreement.

CONFLICTING TERMS (714): The terms and conditions of the contract signed upon award of the bid will supersede any inconsistent provision of the bidding documents.

REQUIRED PROVISIONS (715): Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the written consent of the parties, this Agreement shall forthwith be physically amended to make such insertion.

SUCCESSORS & ASSIGNS (716): The City and the Contractor each binds itself and its successors and assigns with respect to all covenants of this Agreement. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

INVALID PROVISIONS (717): If any provisions of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of the Agreement would then continue to conform to the requirements of applicable laws.

CONFLICT OF INTEREST (718): The Contractor warrants that it has no interest in the subject matter of this Agreement and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Contractor further warrants that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The Contractor represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payment of fixed salary to a bona fide full time salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. The Contractor represents that no person or persons not named in the Contractor's qualification and proposal, have any financial or personal interest in the Contractor's performance hereunder.

For the breach or violation of this provision, without limiting any other rights or remedies to which the City may be entitled or any civil or criminal penalty to which any violator may be liable, the City shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the payments to be made pursuant to this Agreement, or otherwise to recover the full amount of such fee, commission, percentage, gift or consideration.

NOTIFICATION (719): All notices of any nature referred to in this Agreement shall be in writing and sent to:
The Name of the Contract Administrator
Norwalk City Hall
P.O. Box 5125

3.15 INDEPENDENT CONTRACTOR:

Contractor is an independent contractor and shall not be regarded as an employee or agent of the City.

3.16 INSPECTION:

The City shall have the right to inspect Contractor's work at all reasonable times.

3.17 HAZARDOUS WASTE:

In the event that the specified project involves the handling of hazardous waste and associated insurance coverages are not identified elsewhere in the bid documents, the contractor's insurance policy must provide Environmental Impairment Liability as described in Doc. #1007, General Insurance Requirements.

Title to all Waste accepted by the Contractor from City for transport and disposal by the Contractor shall pass directly from the City to the Contractor at the time of such acceptance. Appropriate documents so signifying shall be signed by a representative of the Contractor. Under no circumstances shall title to such Wastes be deemed to be held by the City.

The Contractor warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property, and the environment by the transport, treatment, and disposal of Wastes. The Contractor further warrants that it will perform all services under this Agreement in a Safe, efficient, and lawful manner using industry-accepted practices, and in full compliance with all applicable Connecticut and Federal laws and regulations.

3.18 LICENSES AND PERMITS:

The Contractor certifies that for the duration of contract performance, he shall have and provide proof of permits and licenses as required by the City of Norwalk Department of Code Enforcement and/or other City, State or Federal regulatory bodies as applicable.

3.19 PATENT INFRINGEMENT:

Contractor shall fully indemnify, save harmless and protect the City, the City's agents, and agents and employees of all of them against any loss, claim, liability, damage or expense resulting directly or indirectly from patent infringement claims arising out of Contractor's performance.

3.20 PAYMENT:

Payment will be made within thirty (30) days after receipt of acceptable monthly statements with appropriate supporting documentation. Prior to final payment, Contractor will be required to complete a close-out form certifying that all work has been completed and releasing the City (and any other party owning property with respect to which Contractor performed services hereunder) from all further obligations and liabilities. Unless compensation to Contractor is a fixed lump sum, the City shall have the right, during the course of the Contractor's services and for a period of two years after completion of the services, to examine Contractor's records to verify all direct charges, expenses and disbursements made or incurred by Contractor in connection with the services.

3.21 TAXES:

The City is exempt from Connecticut Sales Tax under G.S. Sect. 12-412(A), Federal excise taxes, and the provisions of the Federal Robinson-Patman Act.

3.22 WARRANTIES, GUARANTEES, & INSTRUCTIONS:

3.22.1 Contractor warrants for itself, its subcontractors and its suppliers, that services performed shall conform to the requirements of the agreement and shall be accomplished in a workmanlike manner and, unless otherwise specified, in accordance with generally recognized and adequate practices and standards. If any services do not conform in all respects or are defective in any respect, and the City notifies Contractor within a reasonable time after discovery thereof, Contractor, at its sole expense, promptly shall correct such non-conformity or defect. This obligation of Contractor to correct non-conforming or defective services shall continue for one year after final completion of services. All warranties herein shall be assignable to any customer of the City or agent thereof intended to benefit from such services. These warranties shall survive any termination of this agreement and any acceptance or payment by the City and shall be in addition to any remedies provided by applicable law.

3.22.2 Contractor warrants that the merchandise supplied hereunder will be of good workmanship and material, free from defects and in accordance with specifications and if the intended use thereof has been made known to vendor that it is adequate for that intended use.

3.22.3 Contractor warrants that all goods and services furnished hereunder will be designed, constructed and performed so as to comply with the Williams- Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations and standards issued thereunder by any applicable governmental authority which as of the date of this agreement will apply to the goods and services furnished hereunder.

3.23 ASSIGNMENT OF ANTITRUST CLAIMS:

The Contractor offers and agrees to assign to the City of Norwalk all of its right, title and interest in and to any and all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the Connecticut General Statutes, arising out of the purchase of services, goods, property or intangibles of any kind pursuant to a purchase order, contract agreement, subcontract or other form of public purchase by the City of Norwalk. This assignment shall be made and become effective upon award or acceptance by the City of Norwalk of the bid, purchase order or contract agreement with the Contractor without requiring any additional or further act or acknowledgment by the parties.

The Contractor shall include the terms of this assignment to the City of Norwalk in any contract, agreement or purchase document that it may enter into for services, goods, property or intangibles used for or incorporated into any work or materials, performed for or provided to the City of Norwalk.

3.24 SMOKING POLICY

No person shall smoke in any municipal or school system facility.

3.25 OTHER TERMS

1. Invoice and bill of lading or other notice containing complete shipping information must be mailed at time of shipment.
2. City's order number must be shown on all packages, invoices and correspondence.
3. Acknowledge order and advise approximate shipping date immediately upon receipt of this order.

END OF SECTION

SECTION 4 – LIVING WAGE ORDINANCE

GENERAL INFORMATION

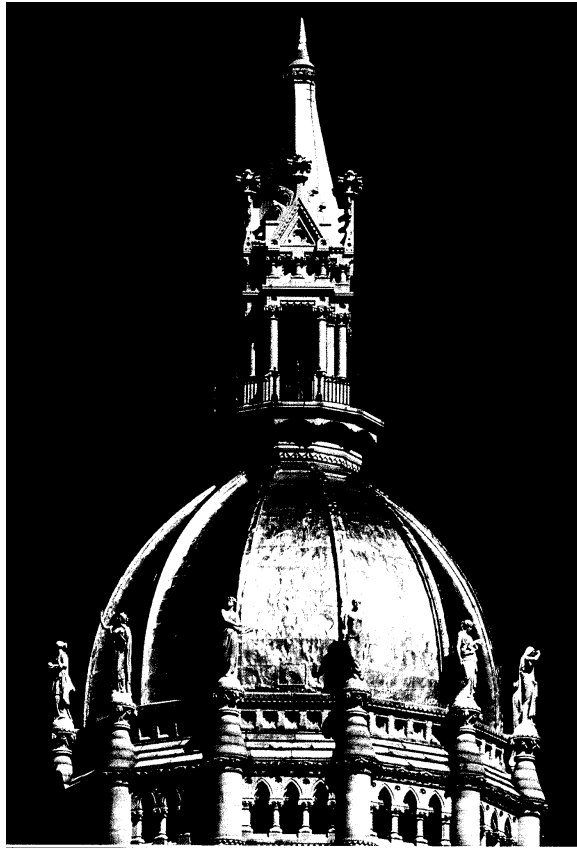
Rev. 062211, Express Request Doc. #1019

NOTE: SECTION 4 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 062211 or later on file you may download a copy from the Terms and Conditions section of our website at <http://www.norwalkct.org> Document number **1019**

E X H I B I T S

- Land Use Description Information (1 Page)
- CAMA software specifications for State certification (21 pages)

LUC	LAND-USE CODE DESCRIPTION						
000	MIXED-USE: 1ST DIGIT OF EACH USE	204	TRAILER PARK	271	DOG KENNEL	525	COMMERCIAL LAND FRAGMENT
0001	CONDOMINIUM MOTHER LOT	205	NURSING HOME (SKILLED NURSING)	272	BOWLING ALLEY	530	UNDEVELOPED, INDUSTRIAL LAND
012	RESIDENTIAL/COMMERCIAL MIXED USE	206	ELDERLY HOME (HEALTH-RELATED)	273	INDOOR TENNIS FACILITY	535	INDUSTRIAL LAND FRAGMENT
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0281	COMMERCIAL/APARTMENTS/RESIDENTIAL	216	SHOPPING CENTER	284	MARINA	800	APARTMENT PROPERTIES
029	COMM & EXEMPT MIXED USE	217	SUPERMARKET	286	SELF-STORAGE FACILITY	815	APARTMENTS: 5-8 UNITS
031	INDUSTRIAL & RESIDENTIAL MIXED USE	218	ENCLOSED SHOPPING (MALL)	287	GREEN HOUSE	820	APARTMENTS: 9-20 UNITS
032	INDUSTRIAL & COMMERCIAL MIXED USE	219	BANK (MAIN BRANCH)	288	RETAIL & APARTMENTS	830	APARTMENTS GREATER THAN 20 UNITS
041	PUBLIC UTILITY & RESIDENTIAL MIXED USE	220	BANK BRANCH	291	BEACH	900	EXEMPT PROPERTY
042	PUBLIC UTILITY & COMMERCIAL MIXED USE	221	BANK (DRIVE-IN)	292	COMMERCIALLY DEVELOPED LAND	905	FEDERAL GOVERNMENT PROPERTIES
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051	VACANT LAND & RESIDENTIAL MIXED USE	223	OFFICE BUILDING, 1-3 STORIES	294	BEACH CLUB	912	BEACH
058	VACANT LAND & APT. MIXED USE	224	OFFICE BUILDING GREATER THAN 3 STORIES	295	HEATING, VENTILATION & AIR CONDITIONING	913	PARK LAND
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175	CONDOMINIUM LOCKER	251	ART GALLERY	425	PHONE SWITCHING STATION	988	VETERAN'S FACILITY
176	CONDOMINIUM BOAT DOCK	252	CINEMA	426	PUBLIC UTILITY OFFICE	989	HEALTH-CARE FACILITY
181	RESIDENTIAL & RETAIL	254	THEATER	427	ELECTRICITY PLANT (GAS)	990	RECTORY
182	RESIDENTIAL & COMMERCIAL	255	SOCIAL CLUB	428	ELECTRICITY PLANT (OIL)	991	RED CROSS FACILITY
183	RESIDENTIAL & PROFESSIONAL OFFICES	256	MIXED COMMERCIAL USE	429	ELECTRICITY PLANT (COAL)	993	CONNECTICUT CHILD CARE FACILITY
184	RESIDENTIAL & OFFICES	263	ROOMING HOUSE	430	PUBLIC UTILITY OUTBUILDING	994	MISCELLANEOUS STATE FACILITY
185	RESIDENTIAL & SERVICE STATION	264	OFFICE CONDOMINIUMS	440	TV/RADIO STATION	995	CONNECTICUT HIGHWAY
186	RESIDENTIAL BED & BREAKFAST/INN	265	RETAIL CONDOMINIUMS	450	ANTENNA	996	GENERAL HOSPITAL
187	RESIDENTIAL & DAY-CARE CENTER	266	PROFESSIONAL OFFICE CONDOMINIUMS	460	RAILROAD YARD IMPROVEMENT	997	RAILROAD
190	RESIDENTIAL & ROOMING HOUSE	267	COMMERCIAL YARD IMPROVEMENTS	500	VACANT LAND	998	SOLID WASTE MANAGEMENT
195	IMPROVED SIDE/REAR YARD	268	OIL STORAGE	510	UNDEVELOPED, RESIDENTIAL LAND	999	WATER TREATMENT FACILITY
200	COMMERCIAL PROPERTIES	269	COMMERCIAL CONDOMINIUM OPTIONS	512	IMPROVED VACANT LAND		
201	INN	270	HEALTH CARE FACILITY	513	PLAYGROUND		
202	MOTEL	271	DOG KENNEL	515	RESIDENTIAL LAND FRAGMENT		
203	HOTEL	272	BOWLING ALLEY	520	UNDEVELOPED, COMMERCIAL LAND		



COMPUTER ASSISTED MASS APPRAISAL SYSTEMS

Application Manual

**OFFICE OF POLICY AND MANAGEMENT
JUNE 2002**

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Secretary

W. David LeVasseur
Undersecretary
Intergovernmental Policy Division

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**COMPUTER ASSISTED MASS APPRAISAL SYSTEM
(CAMA)
APPLICATION PACKAGE**

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INTRODUCTION

Section 12-62f of the Connecticut General Statutes provides for grants-in-aid to each municipality to develop or modify a Computer-Assisted Mass Appraisal and Property Tax Administration Computer system for the purpose of enhancing property tax administration. This package of materials has been compiled to assist prospective recipients in the application process.

Each municipality completing and implementing a revaluation for the assessment years of October 1987 through 1996 may apply for a grant-in-aid for developing a Computer-Assisted Mass Appraisal System (CAMA) and Property Tax Administration Computer system. Grants are provided for the purchase or development of computer hardware and software, modification (enhancement/expansion) of existing computer hardware and software, and training of municipal personnel in the proper use of the system. Applications may be submitted at any time, by the municipality, to the Office of Policy and Management after the implementation of the revaluation using the CAMA system. "Implemented revaluation" is defined as the establishment of a mill rate, rate book and the subsequent mailing of the rate bills based upon assessments generated by a CAMA system.

Approval of the Grant is contingent upon the CAMA System meeting the minimum requirements as provided for in Section 12-62f-1 to 12-62f-6 of the Regulations of Connecticut State Agencies. (See Section G of this manual) The CAMA System must ensure a more accurate revaluation as well as improving both assessment and tax collection practices in the municipality. Prior to any CAMA Grant payment a system must be in place, operational, and be reviewed and approved by a representative of the Office of Policy and Management or the CAMA Advisory Board.

The grant consists of two components. The new grant and an additional amount equal to ten percent (10%) of the basic grant.

Grant monies are paid on the basis of the following population table:

POPULATION	GRANT AMOUNT	
	New	Additional*
less than 20,000	\$27,500	\$2,500
20,000 to 49,999	\$38,500	\$3,500
50,000 to 99,999	\$55,000	\$5,000
100,000 or more	\$66,000	\$6,000

* For municipalities that received CAMA Grants prior to 1996 only.

QUESTIONS AND ANSWERS RELATED TO THE CAMA GRANT PROGRAM

1. What is a Computer Assisted Mass Appraisal System?

A Computer Assisted Mass Appraisal (CAMA) System is the process of using a computer to help assessors update property values and keep them up-to-date for ad valorem tax purposes. Basically, the computer can be seen as a device to store a massive file of current, accurate information about property characteristics, recent real estate transactions, cost, depreciation, and other economic factors for the real estate market. This information can be analyzed in a number of ways to generate value estimates for all properties and to produce a number of reports that aid the assessor.

2. What is a Property Tax Administration Computer system?

A Property Tax Administration Computer (PTA) system is the process of using a computer to produce the Grand List, Tax Rate Book, Tax Bills and other administrative reports including reimbursement claims for OPM. As of 1996 the PTA system is required in order to receive a grant.

3. Who may apply for funding?

Municipalities that have implemented a revaluation, effective between October 1, 1987, and October 1, 1996 in compliance with Section 12-62 of the general statutes.

4. What does "implemented revaluation" mean?

A revaluation is considered implemented in accordance with Section 12-62 of the Connecticut General Statutes, when a rate book and a mill rate have been established and tax bills mailed.

5. When can application be submitted?

The Office of Policy and Management will accept applications only after an implemented revaluation. The municipality should be prepared for an on-site inspection of the system at the time the application is submitted. Grant applications must be addressed to:

Office of Policy and Management
Intergovernmental Policy Division
450 Capitol Ave. - MS#54FOR
Hartford, Connecticut 06106-1301

6. If a municipality has already acquired a system is it eligible for a grant?

Yes, the Secretary of the Office of Policy and Management may reimburse municipalities; provided the CAMA system meets the current requirements.

7. Can a municipality apply if it implements a CAMA system in a year subsequent to the revaluation even if the CAMA system was not used for the revaluation?

Yes, the municipality can apply in any year subsequent to the year a revaluation was implemented as long as the system meets all the current requirements.

8. Are municipalities that received a grant prior to 1995 eligible for additional funding?

Yes, the municipality may receive the additional grant equal to 10% of the original grant that was previously approved and paid. The additional grant money is already included in the "New Grant" amount for new applicants.

9. What must a municipality do to receive the additional grant?

The municipality must have a CAMA system that meets the current requirements including the PTA system. The municipality must also file a new application. Municipality may apply at any time after meeting the current CAMA requirements.

10. How long must a municipality retain records of expenditures?

The municipality must retain all invoices, purchase orders and other evidence of expenditures related to the CAMA system for a period of 2 years following receipt of the grant.

11. How long will it take to receive payment?

After the application is submitted to OPM, a member of the CAMA Advisory Board makes an on-site inspection of the system. The CAMA Advisory Board will review the inspection report and they will forward their recommendation to the Secretary of OPM. Upon approval by the CAMA Advisory Board, the Secretary of the Office of Policy and Management will request funding from the State Bonding Commission.

11. How will payment be made?

Payment will be made within approximately thirty (30) days after approval of the State Bonding Commission.

12. Who can you contact for more information or program questions?

Paul LaBella
(860) 418-6313

or

any member of the
CAMA Advisory Board

A. DATA MANAGEMENT MODULE

This module is the foundation of the Computer Assisted Mass Appraisal System. The Valuation Module applications are organized around it. The Assessment Administration and Tax Collection Modules must interface with and be dependent upon this module. All items listed in sections 1 to 7 are required.

1. Administration Data Fields

- * Parcel identification number
- * Property type
- * OPM approved grand list abstract codes
- * Exemption codes
- * Land assessment
- * Building assessment
- * Total assessment
- * Prior assessment
- * Census tract
- * Value at 100%
- * Current property owner
- * Mailing address
- * Property location
- * Building permit
- * Number and building permit date

2. Property Characteristic Fields - All Properties

- * Acreage
- * Frontage
- * Square Feet
- * Zoning
- * Neighborhood code
- * Occupancy
- * Construction style
- * Construction quality grade
- * Condition
- * Total floor area
- * Number of stories
- * Basement finish type
- * Plumbing
- * Heating Type
- * Cooling Type
- * Exterior wall type
- * Sketch dimensions
- * Utilities
- * Year built
- * Last date of record update
- * Inspection date

3. Property Characteristic Fields - Residential

- * Occupancy
- * Attic
- * Number of bathrooms
- * Number of bedrooms
- * Number of rooms
- * Number of fireplaces

- * Garage (attached/detached)Out building(s)
- * Yard improvements

- * Pool

4. Property Characteristic Fields - Non-Residential

- * Number of stories
- * Story height
- * Elevator
- * Yard improvement(s)
- * Use type by percentage of total building area or square feet
- * Number of apartment units
- * Number of Units by type
- * Net operating income
- * Capitalization rate
- * Value by income approach

5. Ownership & Sales Data Fields

- * Unlimited property transfers
- * Transfer date
- * Deed Volume
- * Deed Page
- * Deed type
- * Property owner
- * Sale price
- * Sale date
- * Valid sale indicator
- * Validity code

6. Tax Collection Data Fields

- * Tax district codes
- * Mill rates
- * Escrow code
- * Total tax
- * Lien fee
- * Tax Paid
- * Delinquency code

7. Data Editing Requirements

- * Provide edits designed to detect the following:
- * Missing data
- * Invalid characters
- * Alpha or numeric values outside specific ranges
- * Illogical relationships (cross field edits)
- * User editing of data fields

8. Optional Data Fields

- * Insulation
- * Number of wood-burning stoves
- * Flood plain designation
- * Site elevation
- * Street condition
- * Site desirability
- * Access
- * View influence
- * Site compared to surrounding
- * Landscaping
- * Dimensions/lot size
- * Dockage
- * Date of last assessment change
- * Date of last inspection
- * Inspected by
- * Edited by
- * Edited date
- * Source of information
- * Foundation
- * Interior floors
- * Interior walls
- * Roof type and material
- * Fire protection
- * Tenant improvements
- * Certificate of Occupancy date
- * Perimeter
- * Passenger elevator
- * Freight elevator
- * Fire escape
- * Cold storage rooms
- * Number of parking spaces
- * Sprinkler system
- * Escalators
- * Loading docks
- * Crane runs
- * Conveyer system
- * Generator system
- * Tiling
- * Wiring
- * Dockage
- * Railroad siding
- * Foundation
- * Interior floors
- * Roof type and material
- * Dimensions/lot size
- * Geographic Information System (GIS) interface
- * Digital Photograph interface
- * Internet access

Optional features column items are intended to be illustrative and not all inclusive

B. VALUATION MODULE

The valuation module is used in the determination of the valuation of real property based upon accepted appraisal methodology. The module may use a formula or table driven system. This module is required to perform the tasks described below and allow for the editing of the data fields. While the market approach is considered an important feature of any appraisal system, it is considered optional for the CAMA grant and its utilization will depend upon individual municipal needs.

1. Land valuation requirements

Land values shall be computed for one or more of the following:

- * Square feet
- * Acreage
- * Standard lot size
- * Unit

Land value must be developed from market-derived adjustment factors using one or more of the following

- * Front foot adjusted for depth
- * Fractional acreage
- * Unit value

2. Residential valuation requirements

- * Compute replacement cost new, less depreciation
- * Provide user modifiable tables or formulas for various structure and building types
- * Provide user modifiable depreciation tables for age and condition variables
- * Compute the value of each yard improvement (such as swimming pool, tennis court, detached garage and shed)
- * Provide the ability to accept, reject or adjust value from the table or formula derived values
- * Allow for on-line sketch input
- * Provide for automatic computation of total square foot of living area
- * Provide for the automatic computation of gross living area
- * Provide for the computation of other area measurements defined by the user
- * Capacity to allow user-modifiable selection criteria to identify up to three properties that are most comparable to the subject property

3. Apartment /Commercial/ Industrial valuation requirements

- * Compute replacement cost new, less depreciation
- * Provide user modifiable tables or formulas for various structure and building types
- * Provide user modifiable depreciation tables for age and condition variables

- * Compute the value of each yard improvement, such as paving, fencing, sheds
- * Provide the ability to accept, reject or adjust value from the table or formula derived values
- * Provide for automatic computation of total square footage
- * Capacity to compute the value of the property using the income approach by the use of the direct capitalization method

4. General report writer and data output requirements

- * Print property record card with the appropriate fields listed in the Data Management Module
- * Allow flexibility of design of the record card based on the discretion of the assessor
- * Provide for random printing of property record cards
- * Provide for the printing of sketches showing dimensions
- * Ensure closure of sketches
- * Provide for the creation of multi-page property record cards for a parcel
- * Output data from Data Management Module to magnetic diskette
- * Produce statistical and comparable sales analysis reports based upon pre-defined and/or user-defined criteria
- * Calculate and output to printed report and standard analytical software programs the following information;

- sales/assessment ratios by property type
- sales/assessment ratios by neighborhood
- sales price
- assessments
- mean sales/assessment ratio
- median sales/assessment ratio
- coefficient of dispersion
- standard deviation
- coefficient of variation
- price-related differential

5. Optional Features

Land Valuation

- * Influence/condition modifiers by dollar or percentage adjustments, such as
 - Waterfront
 - Topography
 - Water view
 - Access
- * Allocation valuation methodology
- * Residual valuation methodology
- * Use value assessment

Income Approach

- * Residual techniques
- * Discounted cash flow analysis

Market Approach

- * Provide homogeneous neighborhood grouping for residential properties, where applicable
- * Supply user modifiable selection criteria
- * Make available user defined variables for comparable selection
- * Allow dollar or percentage adjustments for user defined variables for property variations: such as square feet, number of baths
- * Produce the indicated value estimate by market analysis
- * Provide parameters when computer predicted value is outside confidence limits
- * Predefined and user defined reports
- * Provide user modifiable selection criteria (at least ten) by each property or property grouping.
- * Make available user defined variables for comparison for comparable sales analysis
- * Allow dollar or percentage adjustments for user defined variables
- * Output document should display the most comparable properties for property variation, such as square feet, number of baths, and data, sale price, sale date

Optional feature items are intended to be illustrative and not all inclusive.

C. ASSESSMENT ADMINISTRATION MODULE

The Assessment Administrative Module must have the ability to interface with both the Valuation and Tax Collection Modules. The Assessment Administrative Module must contain the following functions:

- * Ability to produce grand lists in Office of Policy and Management approved format
- * Maintain sales history file for each property on file
- * Ability to provide multi-district coding for separate grand list(s)
- * Ability to inquire and update real estate, personal property and motor vehicle records
- * Ability to update files for prorate for motor vehicle credits
- * Ability to update files for new construction and/or demolition
- * Ability to process and update appropriate fields with assessment changes as made by:
 - Board of Assessment Appeals
 - Certificates of Correction
 - and any other lawful corrections and adjustments
- * Calculate percentage of tax credit for Homeowners Program
- * Calculate phase-in assessment and exemption in accordance with §12-62a or 12-62c
- * Allow for multi-year processing
- * Provide for two-level password protection for file access
- * Provide interactive updating to the data management module
- * Provide multi-user capability to allow simultaneous file access for more than one user with record level lockout where applicable
- * Allow simultaneous use of other software applications, such as word processing or spreadsheet
- * Provide for audit file
- * Built-in editing routines to flag potential error conditions, such as,
 - total assessment not equal to item breakdowns
 - exemption amount larger than \$10,000
 - exemption codes not valid
 - exemption not greater than gross assessment
 - name missing
 - street address missing
 - city, state or zip code missing
- * Ability to generate in hard copy and provide the data to magnetic diskette or other removable computer media for the following required reports:
 - Grand List Assessment
 - Increase Notices
 - Top twenty taxpayer report for real estate and personal property
 - Reports required by Assessor such as, recent volume page, last sales price, and sales date
 - OPM Reports**
 - M-13 and M-13A (or M13d & M-13Ad) Grand List reports
 - M-35B Reimbursement of Revenue Loss-Homeowners
 - M-35P Reductions to Homeowners Reimbursement
 - M-36P Reductions to Freeze Reimbursement
 - M-37 State-Owned Property PILOT
 - M-37C&H College and Hospitals PILOT
 - M-59A Additional Veterans Exemptions
 - Other appropriate Office of Policy and Management reporting forms as applicable
- * Provide user defined reporting capability by the following owner information:
 - map, block, and lot
 - property location
 - districts
 - item codes
 - exemption codes
 - use value codes
 - building permit management
 - and any other user defined report based on data from the data management and valuation modules
- * Ability to restart any incomplete report at the point it was terminated

D. TAX COLLECTION ADMINISTRATION MODULE

The Tax Collection Module must have the ability to interface with both the Valuation and Assessment Administrative Modules. The Tax Collection Module must contain the following functions:

- * Ability to produce Ratebooks in OPM approved format
 - * Ability to produce Tax Bills in OPM approved format
 - * Ability to update tax billing file for:
 - pro-rates for motor vehicle credits
 - pro-rates for certificates of occupancy
 - certificates of correction
 - Board of Assessment Appeal changes
 - * Process new owner and address changes prior to billing. (October 1st owner must be retained and shown on Ratebook and Tax Bill)
 - * Process delinquent code to tax bill file indicating back taxes due
 - * Provide multi-digit code for identification of real estate escrow bank payments
 - * Print tax bills and/or listing of owners by bank in alphabetical order
 - * Ability to post refunds
 - * Ability to calculate interest and lien due
 - * Ability to store at least fifteen years of tax collection data
 - * Ability to review and audit file listings input data
 - * Ability to output ratebook and tax bill file to create tax collection/receivable file with total tax due and each installment
 - * Ability to produce monthly trial balance
 - * Ability to provide two-level password protection
 - * Ability integrate collection and posting functions
 - * Ability to provide sufficient security functions
 - * Ability to generate in hard copy and provide the data to magnetic diskette for the following required reports:
 - ratebook totals
 - total of tax bills
 - alias tax warrants
 - summary of certificates of correction by list year
 - suspended tax
 - monthly trial balance
- OPM Reports**
- M-36 - Reimbursement of Revenue Loss- Elderly Tax Freeze
 - M-42B - Totally Disabled Exemptions
 - M-65A - Newly Acquired Manufacturing Machinery and Equipment
- Delinquent Notices**
- tax reminder notices
 - demand notices
 - lien notice
 - real estate tax liens
 - Department of Motor Vehicles delinquent motor vehicle taxes reports

E. GLOSSARY OF COMPUTER TERMINOLOGY

ALPHA/NUMERIC: a generic term for alphabet letters, numerical digits and special characters, such as punctuation marks, which are machine processable.

DATA BASE: the aggregate body of all information stored in a computing system which is fundamental to the enterprise which owns or operates the system. Access to the data base may be limited to certain specific users and/or application programs.

EDITING: to modify, add, or delete to (data or text).

FIELD: a variable length data element within a record and is represented as a column in a table or file.

FILE: a set of items pertaining to one function arranged or classified in sequence for convenience or reference.

HARDWARE: a computer and the associated physical equipment directly involved in the performing of communication or data processing functions.

INTERFACE: means a shared connection or boundary between two devices or systems, or the point at which two devices or systems are linked.

INTEGRATED: the combination of processes which results in the introduction of data which need not be repeated as further allied or related data is also entered.

MAGNETIC TAPE: a plastic tape with a magnetic surface on which data can be stored in a code of magnetized spots.

MAIN FRAME: the central processing unit (CPU) of a computer exclusive of peripheral and remote devices.

MASTER FILE: a file that contains the main, permanent information used in a system.

MICRO COMPUTER: a very small computer built around a micro processor.

MODULE: part of a program that performs a distinct function or task.

ON-LINE SYSTEM: a system in which data to be input enters the computer directly from the point of origin and/or the output data is transmitted directly to the location where it is to be used.

PASSWORD: a code word or group of characters a computer might require to allow an operator access to certain functions. A security provision.

PC COMPUTER: a desktop or laptop computer having more memory and higher execution speed than a micro computer.

SOFTWARE: the collection of written or printed data such as programs, routines, or instructions essential to the operation of a computer.

TABLE DRIVEN: an array of attributes and variables non hard coded which may be adjusted or updated by system user.

TERMINAL: any device capable of sending and/or receiving information over a communication channel including input to and output from the system of which it is a part.

UPDATING: the combination of processes which results in the introduction of data which need not be repeated as further allied or related data is also entered.

USE ASSESSMENT: means the value as defined in Section 12-107a to 12-107e

VALUE: means the fair market value as defined in Section 12-63 of the Connecticut General Statutes.

F. CONNECTICUT GENERAL STATUTE - SECTION 12-62f

Sec. 12-62f. State grants-in-aid to municipalities for development or modification of computer-assisted mass appraisal systems for use in revaluation. (a) Secretary of OPM to establish state-wide program assisting development of mass appraisal systems.

The secretary of the office of policy and management shall establish a state-wide program of financial assistance to municipalities to improve municipal assessment and tax collection practices. Such financial assistance, within the limits of funds made available for such purpose, shall be in the form of a grant-in-aid to each municipality to develop or modify a state certified computer-assisted mass appraisal system for the purpose of revaluation, as required in section 12-62, the training of municipal personnel in the proper use of such system, the acquisition of software packages and hardware upgrading. Whenever used in this section, "municipality" means any town, consolidated town and city or consolidated town and borough.

(b) Standards to be developed for certification of computer-assisted mass appraisal system. The secretary shall, after consultation with the board created by subsection (f) of this section, on or before December 1, 1988, develop minimum standards for the certification of a computer-assisted mass appraisal system and on or before December 1, 1995, adopt regulations, in accordance with the provisions of chapter 54, setting minimum computer-assisted mass appraisal standards and computerized administrative standards. A municipality which intends to develop or modify a computer-assisted mass appraisal system as provided in subsection (a) of this section, may apply to the secretary for a grant-in-aid, on or after January 1, 1989, in such form and manner as said secretary shall prescribe. The secretary shall review each such application, and shall, after consultation with the board created by subsection (f) of this section, approve the municipality's proposed use of the grant-in-aid, provided it has been shown to his satisfaction that the intended development or modification of a computer-assisted mass appraisal system will (1) meet the minimum computer-assisted mass appraisal standards and computerized administrative standard requirements as established by the secretary, (2) ensure a more accurate revaluation and (3) serve to improve both assessment and tax collection practices in the municipality.

(c) Grants-in-aid to municipalities. Determination of amount. Each municipality whose application for state financial assistance has been approved by the secretary shall receive a grant-in-aid on the basis of its population, as determined by the most recent estimates of the department of public health and addiction services. The amount of such grant-in-aid to any municipality with revaluation, as required in section 12-62, becoming effective in any of the years 1987 to 1996, inclusive, shall be as follows: (1) Twenty-five thousand dollars to each municipality with a population of less than twenty thousand; (2) thirty-five thousand dollars to each municipality with a population of at least twenty thousand but less than fifty thousand; (3) fifty thousand dollars to each municipality with a population of at least fifty thousand but less than one hundred thousand and (4) sixty thousand dollars to each municipality with a population of one hundred thousand or more. Each municipality that completed a revaluation which became effective in the years from 1987 to 1996, inclusive, and qualified for the grant-in-aid provided for in this section, shall be eligible for an additional grant-in-aid equal to an amount not to exceed ten per cent of the grant-in-aid limit of the grant for which they originally qualified provided the additional shall be used for training and for installations and modifications which are acquired and certified to be in compliance with the minimum computer-assisted mass appraisal standards and computerized administrative standards developed in accordance with subsection (b) of this section.

(d) Application for assistance. Upon approval of an application for state financial assistance, the secretary shall certify to the comptroller the amount due to the municipality. Not later than fifteen days after such certification, the comptroller shall draw his order on the treasurer, and not later than fifteen days thereafter, the treasurer shall pay the grant to the municipality.

(e) State assistance to be monitored. The secretary shall periodically monitor a municipality's use of such grant-in-aid, to ensure full compliance with the provisions of this section. Each municipality receiving a grant-in-aid under this section shall for a period of two years following receipt of such grant-in-aid maintain all invoices, purchase orders and other evidence of expenditures related to the grant-in-aid.

(f) Computer-assisted mass appraisal systems advisory board. There is created a computer-assisted mass appraisal systems advisory board. Said board shall consist of seven Connecticut municipal assessors, one each to be appointed by the governor, the president pro tempore, the majority leader and the minority leader of the senate and the speaker, the majority leader and the minority leader of the house of representatives. The members shall choose a chairman from the membership. Said board shall have such powers and duties as are set forth in subsection (b) of this section.

(g) Database access. Fee. Any municipality may by ordinance impose a reasonable fee for public access to its computer database developed pursuant to section 12-62f of the general statutes, for the purpose of revaluation.

G. REGULATIONS OF CONNECTICUT STATE AGENCIES

Minimum Standards for Computer Assisted Mass Appraisal

Effective July 26, 1996

Section 12-62f-1. Definitions.

As used in sections 12-62f-1 to 12-62f-6, inclusive, of the regulations of Connecticut State Agencies, the following terms have the meaning ascribed to them in this section, unless the context clearly indicates otherwise:

- (1) "Alpha/numeric" means a generic term for alphabet letters, numerical digits and special characters, such as punctuation marks, which are machine processable;
- (2) "Apartment" means a dwelling containing five or more living units;
- (3) "CAMA" means Computer-Assisted Mass Appraisal;
- (4) "Commercial property" means real property used for the sale of goods and/or services, including, but not limited to, non-residential living accommodations, dining establishments, motor vehicle services, warehouses and distribution facilities, retail services, bank and office buildings, and multi-purpose buildings, wherein more than one occupation is conducted, recreation and entertainment facilities, and airports;
- (5) "Committee" means the Computer Assisted Mass Appraisal Systems Advisory Board, the members of which are appointed in accordance with the provisions of subsection (f) of Section 12-62f of the Connecticut General Statutes;
- (6) "Condominiums" means real property with individual ownership of the occupied area plus a fractional ownership of the common elements.
- (7) "Data base" means the aggregate body of all information stored in a computing system which is fundamental to the enterprise which owns or operates the system, access to which may be limited to certain specific users and/or application programs;
- (8) "Editing" means to modify, add, or delete data or text;
- (9) "Field" means a variable length data element within a record and is represented as a column in a table or file;
- (10) "File", means a set of items pertaining to one function arranged or classified in sequence for convenience or reference;
- (11) "Hardware" means a computer and the associated physical equipment directly involved in the operation of the equipment that performs communication and/or data processing functions;
- (12) "Industrial property" means real property used for production and fabrication of durable and non-durable man-made goods from raw materials or compounded parts;
- (13) "Interface" means a shared connection or boundary between two devices or systems, or the point at which two devices or systems are linked;
- (14) "Integrated" means the process which results in the introduction of data which need not be repeated as further allied or related data is also entered;
- (15) "Module" means a part of a program that performs a distinct function or task;
- (16) "OPM" means the Office of Policy and Management;
- (17) "Password" means a code word or group of characters a computer might require to allow an operator access to certain functions as a security provision;
- (18) "Record" means a collection of data fields about an item within said file or table, and is represented as a row in a file or table;

- “Residential property” means real property used for human habitation, such as year-round residences, including buildings of one- to four-dwelling unit(s), rural residences, estates, seasonal residences, and individual mobile manufactured homes;
- (19) “Revaluation” means establishing the fair market value of all real property, by either physical observation or by a statistical method of adjusting the assessed value as provided by Section 12-62 of the Connecticut General Statutes;
- (20) “Sales/assessment ratio” means the relationship between the assessed value and the sales price of a property, calculated by dividing the assessed value by the sales price;
- (21) “Secretary” means the Secretary of the Office of Policy and Management;
- (22) “Software” means the collection of written or printed data such as programs, routines, or instructions essential to the operation of a computer;
- (23) “Table driven” means an array of non hard-coded attributes and variables which may be adjusted or updated by a system user;
- (24) “Updating” means the process which results in the introduction of data that need not be repeated as further allied or related data is also entered; and
- (25) “Value” means the fair market value as defined in Section 12-63 of the Connecticut General Statutes.

Section 12-62f-2. Grant-in-aid Eligibility.

Each municipality eligible for financial assistance pursuant to Section 12-62f of the Connecticut General Statutes, may make application for a grant-in-aid to the Secretary for the acquisition or modification of a CAMA system. Such application shall be approved by said Secretary upon a determination that said system meets the requirements of the data management, valuation, assessment administration and tax collection modules set forth in Sections 12-62f-3 through 12-62f-6, inclusive, of these regulations.

Section 12-62f-3. Data management module.

(a) The applications contained within the valuation, assessment administration and tax collection modules are dependent upon the data management module. As such, the valuation, assessment administration and tax collection modules shall be able to interface with the data management module. At a minimum, the data management module shall consist of the fields described in this subsection, provided such fields may be contained in multiple related files.

(1) With respect to all real property, the following assessment administration data fields shall be required: Parcel identification number; property type; OPM approved grand list abstract codes; exemption codes; land assessment; building assessment; total assessment; prior assessment; census tract; value; current property owner; mailing address; property location; building permit number and building permit date.

(2) With respect to all real property, the following property characteristic data fields shall be required: Neighborhood code; total acreage; frontage; square feet; zoning; construction style; construction quality grade; condition; total floor area; number of stories; basement finish type; plumbing; heating type; cooling type; exterior wall type; sketch dimensions, which may be in multiple fields; utilities; year built; date of last record update; inspection date; inspected by; inspection type; reviewed by; alpha/numeric comment field of at least 256 characters; and twenty user-defined fields.

(A) With respect to residential property, the following data fields shall also be required: Occupancy; attic; number of bathrooms; number of bedrooms; number of rooms; number of fireplaces; garage attached; garage detached; out building(s); yard improvement(s); and pool.

(B) With respect to non-residential property, the following data fields shall also be required: Number of stories; story height; elevator; yard improvement(s); use type by percentage of total building area or square feet; number of apartment units; number of such units by type; net operating income; capitalization rate; and value by the income approach.

(3) With respect to all real property, the following ownership and sales data for an unlimited number of property transfers shall be required: Date on which a property’s ownership was transferred; volume in which the deed related to such transfer is recorded; page of volume in which the deed related to such transfer is recorded; deed type; property owner; sales price; sale date; indicator of the validity of the sale; and validity code.

(4) With respect to all property, the following data for the tax collection process shall be required: Tax district codes; mill rates; real estate escrow code; total tax; lien fee; tax paid; and delinquency code.

(b) In addition to meeting the requirements of subsection (a) of this section, a CAMA system shall allow for the detection of the following: Missing data; invalid characters; alpha/numeric values outside specified ranges; and illogical relationships among or between fields. Said system shall also allow for the editing of the data fields described in this section.

Section 12-62f-4. Valuation module.

(a) The valuation module shall provide for the determination of the value of all real property based upon accepted appraisal methodology, using a table- or formula-driven system. At a minimum, the valuation module shall have the ability to perform the tasks described in this subsection and shall also allow for the editing of the data fields described in this section.

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

(2) With respect to residential property, the valuation module shall have the capacity to: Compute replacement cost new, less depreciation; provide user-modifiable tables or formulas for various types of buildings; provide user-modifiable depreciation tables for age and condition variables; compute the value of each yard improvement (e.g., swimming pool, tennis court, detached garage, and shed); allow for the acceptance, rejection or adjustment of table- or formula-derived values; allow for on-line sketch input; provide for the automatic computation of total square footage; provide for the automatic computation of gross living area; and provide for the computation of other area measurement(s) as defined by the user. In addition, the valuation module shall have the capacity to allow user-modifiable selection criteria to identify up to three properties that are most comparable to the property for which a value is being determined.

(3) With respect to apartment, commercial and industrial properties, the valuation module shall have the capacity to: Compute replacement cost new, less depreciation; provide user-modifiable tables or formulas for various types of structures or buildings; provide user-modifiable depreciation tables for age and condition variables; compute the value of each yard improvement (e.g., paving, and fencing); allow for the acceptance, rejection or adjustment of table- or formula-derived values; and provide for the automatic computation of total square footage. In addition, said module shall have the capacity to compute the value of property using the income approach, by use of the direct capitalization method.

(b) The valuation module shall also have the capacity to: Print a property record card with the appropriate fields listed in the data management module; allow flexibility of design of the data printed on a property record card, based on the discretion of assessor; provide for the random printing of cards; provide for the printing of sketches showing dimensions; ensure the closure of such sketches; and provide for the creation of multi-page property record cards for a parcel.

(c) The valuation module shall include a general report writer capable of printing to screen and hard copy, and/or providing the data listed in the data management module to a magnetic diskette. In addition, such application shall have the capacity to produce reports for statistical and comparable sales analysis based upon pre-defined and user-defined criteria.

(d) The valuation module shall have the capacity to calculate, print reports and output to standard analytical software programs the following measurements and sales/assessment ratios by property type and neighborhood: Sales prices; assessments; the mean sales/assessment ratio; the median sales/assessment ratio; the coefficient of dispersion; the standard deviation; the coefficient of variation; and the price-related differential.

Section 12-62f-5. Assessment administration module.

(a) The assessment administration module shall have the ability to interface with the data management, valuation and tax collection modules. In addition, said module shall embody the following general functions: Ability to produce grand lists in OPM approved format; ability to maintain sales history file for each property; ability to provide multi-district coding for separate tax district grand list(s); ability to update files with respect to prorates for motor vehicle credits and new construction/demolition; ability to process assessment changes as made by the Board of Assessment Appeals, certificates of correction and any other lawful corrections and adjustments and update appropriate fields with such changes; calculate the percentage of tax credit with respect to the Elderly and Totally Disabled Homeowners Tax Relief Program; calculate the phase-in of assessments in accordance with subsection (e) of Sections 12-62a or 12-62c of the Connecticut General Statutes; allow for multi-year processing; provide two-level password protection; provide interactive updating to the data management module; provide multi-user capability to allow simultaneous file access for more than one user with record level lockout where applicable; with respect to systems having multiple terminals or personal computers, allow the simultaneous use of other software, such as word processing or spreadsheet applications; provide for an audit file; ability to allow inquiries and updating of real estate, personal property and motor vehicle records; and provide one or more built-in editing routines to

flag potential error conditions (e.g. a total assessment that is not equal to line item breakdown, an exemption in an amount greater than \$10,000, an invalid exemption code(s), and missing data related to owner's name, street address, city, state or zip code)

(b) Said module shall also be able to generate the following reports in hard copy and/or provide the required data to a magnetic diskette: Grand lists in the OPM approved format; assessment increase notices in accordance with Section 12-55 of the Connecticut General Statutes; a list of the twenty largest assessments for real estate and personal property; reports as required by assessor (e.g. volume and page of deed recording, last sales price, and sales date); and the following OPM reports: M-35B - Reimbursement of Revenue Loss-Owners, M-35P - Reductions to Owners Reimbursement, M-36P - Reductions to Freeze Reimbursement, M-59A - Additional Veterans Exemptions, M-37 - State-owned Property Payment-in-lieu of taxes, M-37 C&H - College and Hospitals Payment-in-lieu of taxes; and M-13 and M-13A - OPM Reports of Taxable and Tax Exempt Grand Lists. In addition, said module shall have the capacity of producing the following user-defined reports: Parcel owner information; map parcel identification; property location; district(s); item code(s); exemption code(s); use value code(s); census tract; building permit management; and any other user-definable reports based on data from the data management and valuation modules. Said module shall also have the capability to restart any incomplete report at the point where it was terminated.

Section 12-62f-6. Tax collection module.

(a) The tax collection module shall have the ability to interface with both the data management and assessment administration modules. The tax collection module shall have the following capabilities: Ability to produce rate books and tax bills in OPM approved format; ability to reflect assessment changes as made by the Board of Assessment Appeals and any other lawful corrections and adjustments on tax bills; ability to process new owner and address changes prior to tax billing, with the retention and reflection of the October 1 owner on the rate book and tax bill; ability to process a delinquency code(s) to tax bill file indicating back taxes due; ability to provide a multi-digit code(s) for the identification of real estate escrow bank payments; ability to post refunds; ability to calculate interest and lien amounts due; ability to store at least fifteen prior years worth of tax collection records; ability to audit file listings and to review all data input; ability to output rate book/tax bill files to create tax collection/tax receivable files including the amount of total tax due and each installment thereof; ability to produce monthly trial balance; provide two-level password protection; and ability to integrate collection and posting functions. Said module should also provide security sufficient for tax collector operations.

(b) Said module shall also be able to generate the following reports in hard copy and/or to provide the required data to a magnetic diskette: Rate Book total; total of tax bills; alias tax warrants; summary of certificates of correction by list year; suspended tax report; monthly trial balance report; and the following OPM reports: M-36A - Reimbursement of Revenue Loss-Elderly Freeze; M-42B - Totally Disabled Exemptions; and M-65 - Newly Acquired Manufacturing Machinery and Equipment. In addition, said module shall provide for the: Printing of tax bills and/or the listing of owners by bank in alphabetical order and the preparation of delinquency notices as follows: Tax reminder notices; demand notices; lien notice; real estate tax liens; and reports to the Department of Motor Vehicles of delinquent motor vehicle taxes.

H. REGULATIONS OF CONNECTICUT STATE AGENCIES

STATISTICAL REVALUATIONS

Effective June 21, 1990

For your information the Statistical Revaluation Regulations, which provides for acceptable measures for the completion of a statistical revaluation, are printed below. It would be in the best interest of the municipality to have the CAMA System conform to the Statistical Revaluation Regulations even though the grant is not contingent upon meeting the provisions of these Statistical Revaluation Regulations

§12-62-1

Definitions

The following words and terms shall have the meanings ascribed to them herein, unless the context clearly indicates otherwise.

- (1) 'Assessor' means the assessor or board of assessors of any Connecticut municipality.
- (2) 'Statistical revaluation' means a recomputation of the true and actual value of each parcel of land and any improvements thereon to reflect changes in market conditions since the previous revaluation effected pursuant to §12-62 of the General Statutes, effected in accordance with any of the methods delineated in §12-62-3 of these regulations, or any combination of such methods.
- (3) 'Ratio study' means a sales/assessment ratio study of fair market sales wherein the selling prices of real property in each property class are compared to their respective assessments for the purpose of determining the level of assessment for each such property class.
- (4) 'Fair market sale' means a sale for the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which a property will sell within the competitive real estate market area for such property, under all conditions requisite to a fair sale with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither in under duress.
- (5) 'Property class' means any one of the following major classifications of real property: residential, commercial, industrial/public utility, agricultural and vacant land. 'Sub-class' means a stratification, or division into subsets of types of real property within any property class, delineated in regard to common characteristics which reasonably may be assumed to affect value. 'Sub-category' means a stratification of real property within any sub-class, delineated in regard to common characteristics which reasonably may be assumed to affect value.
- (6) 'Coefficient of dispersion' means the average absolute deviation of sales/assessment ratios from the median sales/assessment ratio in each property class, expressed as a percentage of such measure.
- (7) 'Median sales/assessment ratio' means the middle ratio when ratios are arrayed in ascending or descending order.

§12-62-2

General Provisions

- (a) The methods described in §12-62-3 shall constitute acceptable methods for conducting a statistical revaluation. The assessor shall utilize one of the methods so described, or any combination of such methods, provided the method or methods chosen are considered by the assessor to be the most appropriate of the methods provided for the recomputation of true and actual value for the various types of property in each property class, sub-class or sub-category. During the conduct of a statistical revaluation, all facts and circumstances relating to the value of real property which are known to the assessor shall be considered and used by him as deemed necessary in the determination of such true and actual value.
- (b) Regardless of the method or methods employed in effecting a statistical revaluation, the assessor shall conduct a ratio study which may encompass data from the three assessment years immediately preceding the October first effective date of the statistical revaluation, and for a period not exceeding three months following such effective date, and shall utilize the results of such study to test the validity of the true and actual value estimates for real property in each property class as derived from the statistical revaluation. Such ratio study shall be based upon a sufficient representative sample, as defined in subdivision (1) of this subsection, of fair market sales for each of the following property classes, as applicable: residential, commercial, industrial/public utility, agricultural and vacant land. Analysis of the ratio study shall include a coefficient of dispersion calculation for each such property class.
 - (1) A sample shall be deemed to be sufficient provided it is comprised of not less than thirty fair market sales in each property class.
 - (A) The assessor shall, when necessary, adjust the selling prices of fair market sales included in his ratio study for the purpose of correlating such sales data to the assessment date which is the effective date of a statistical revaluation.

- (B) Where there are insufficient numbers of fair market sales to constitute a sufficient sample within any property class, the assessor shall conduct fair market value appraisals of real property in such property class which shall be a part of such study.
 - (i) In the event that data included in the ratio study is refined in accordance with subparagraphs (A) or (B) of subdivision (1) of subsection (b) of this section, the coefficient of dispersion shall be calculated on the basis of such refined data.
- (C) Nothing contained herein shall prevent the assessor from utilizing sub-classes or sub-categories in his ratio study or from utilizing, in pertinent part, the ratio study conducted by the Office of Policy and Management for the purpose of annually determining a net equalized grand list for such municipality.

§12-62-3

Methods

- (a) The assessor may use the market trending or indexing approach as herein described, provided the coefficient of dispersion as calculated in accordance with the provisions of §12-62-2(b) shall be equal to or less than ten percent for any property class, sub-class or sub-category which is comprised of residential property, equal to or less than fifteen percent for any property class, sub-class or sub-category which is comprised of income producing property other than vacant land, and equal to or less than twenty percent for any property class, sub-class or sub-category which is comprised of vacant land. In the event the coefficient of dispersion for any property class, sub-class or sub-category is greater than the percentage herein specified, the assessor shall be prohibited from utilizing the market trending approach with respect to such property class, sub-class or sub-category.
 - (1) Following his analysis of the ratio study conducted in accordance with §12-62-2(b), the assessor shall determine a median sales/assessment ratio for each property class. If the assessor has stratified the ratio data into sub-classes or sub-categories, he shall, whenever possible, determine a median sales/assessment ratio for each such sub-class or sub-category. The median ratios so determined shall be applied to the respective assessments of real property, provided such assessments are based upon true and actual value estimates in such property classes, sub-classes or sub-categories on the grand list immediately preceding the effective date of a statistical revaluation, in accordance with the following equation:

$$\frac{\text{previous assessment}}{\text{median sales/assessment ratio}} = \text{recomputed true and actual value}$$

- (b) The assessor may use the updated market approach as herein described. Following an analysis of the real estate market in the municipality, the assessor shall update the value elements as utilized in the market approach to value in the last previous revaluation of real property, and recompute the true and actual value of real property in accordance with such updated value elements. The update shall include current market values for the various property elements which, in accordance with standard appraisal practice, are deemed to affect value. Such value element updates shall be tested against a select sample of real property parcels the fair market value of which is known or can be determined. If the sample tested indicates that adjustments to the updated value elements are warranted, such adjustments shall be made. The following analysis techniques may be used for the purpose of determining value element updates:
 - (1) comparative sales analysis, or
 - (2) multiple regression analysis, or
 - (3) any other technique which is generally recognized as accepted for such purpose in the mass appraisal or assessment field.
- (c) The assessor may use the updated cost approach, as herein described. The assessor shall update the cost schedule, table or model as utilized in the last previous revaluation of real property, and recompute the true and actual value of real property improvements in accordance with the updated/cost schedule. The cost schedule update shall include representative costs for the various building components which, in accordance with standard appraisal practice, are considered to affect value. Such updated cost schedule shall be tested against a select sample of new real property improvements for which the cost is known or can be determined, provided, whenever possible, the sample tested shall not include property improvements the data from which was used in the derivation of the updated cost table. If the sample tested indicates that adjustments to the cost schedule, table or model are warranted, such adjustments shall be made. The following analysis techniques may be used for the purpose of determining current representative costs:
 - (1) analysis of data derived from local building contractors and building material suppliers, or
 - (2) utilization of a national or regional cost service, provided, in the opinion of the assessor, such national or regional cost service data reasonably reflects current representative costs which are characteristic of real property improvement costs in his municipality, and further provided any adjustments to such national or regional costs as warranted, are made, or
 - (3) any other technique which is generally recognized as accepted for such purpose in the mass appraisal or assessment field.

- (d) The assessor may use the updated income approach as herein described. The assessor shall update the capitalization rate(s) as utilized in the last previous revaluation of real property, and recompute the true and actual value of income producing real property in accordance with the updated capitalization rate(s) and current income and expense data. Such updated capitalization rate(s) shall be tested against a select sample of income producing real property for which the fair market value is known or can be determined. If the sample tested indicates that adjustments to the capitalization rate(s) are warranted, such adjustments shall be made. The following analysis technique is deemed acceptable for the purpose of updating the capitalization rate(s):
- (1) analysis of income and expense data collected by the assessor pursuant to §12-63c of the general statutes as correlated to the fair market value of the income producing real property which is known or can be determined and converted to fair market value by:
 - (A) discounted cash flow analysis, or
 - (B) mortgage equity analysis, or
 - (C) overall capitalization rate analysis, or
 - (D) any other technique which is generally recognized as accepted in the mass appraisal or assessment field.

§12-62-4

Test of assessment level and uniformity

- (a) Prior to finalizing the recomputation of true and actual value of real property and forwarding notices of assessment increase pursuant to §12-55 of the general statutes, the assessor shall conduct the following tests regarding the assessments derived from the statistical revaluation, utilizing the procedures as set forth in §12-62-2(b): (1) an overall test of the level of assessment, (2) an inter-class test of uniformity, and (3) an intra-class test of uniformity. The assessments resulting from the statistical revaluation shall be deemed to be sufficient, provided the following criteria are met:
 - (1) the overall level of assessment for all property classes shall be within plus or minus ten percent of the required seventy percent assessment ratio, as measured by the overall median ratio, and
 - (2) the level of assessment for each property class shall be within plus or minus five percent of the median overall level of assessment for each such property class, and
 - (3) the coefficient of dispersion shall be equal to or less than ten percent for residential property, equal to or less than fifteen percent for income producing property and equal to or less than twenty percent for vacant land.
- (b) In the event that the criteria described in subdivisions (1), (2) or (3) of subsection (a) of this section are not met, the assessor shall be required to further analyze and refine the data elements or components used in the method or methods he has chosen in accordance with §12-62-3, to effect the statistical revaluation. The assessor shall then revalue the parcels of real property which comprise the property class or classes for which a deficiency in either the level of assessment or the uniformity of assessments has been identified.

**COMPUTER ASSISTED MASS APPRAISAL
(CAMA) SYSTEMS APPLICATION**

List of Items that must be included with the Application

Copy of all invoices, purchase orders, and other evidence of expenditures related to the CAMA system

Property Record Card - Residential

Property Record Card - Commercial

Property Record Card - Industrial

Grand List Sample

Tax Rate Book Sample

Tax Bill Sample

Copy of Document setting the Mill Rate Utilizing the CAMA System

Summary of Certificates of Correction

Alias Tax Warrants

Suspense List

Monthly Trial Balance

OPM REPORTS

M-13 & M-13A (or M-13d & M-13Ad) Grand List Reports both printed copy and computer file on disk

M-35B Assessor's Claim For Reimbursement of Revenue Loss - Homeowners

M-35P Reductions to Homeowners Reimbursement

M-36 Tax Collector's Claim For Reimbursement of Revenue Loss -Freeze Program

M-36P Reductions to Freeze Reimbursement

M-37 State-Owned PILOT

M-37C&H College and Hospital PILOT

M-42B Reimbursement of Revenue Loss - Totally Disabled Exemption

M-59A Reimbursement of Revenue Loss - Additional Veterans

M-65A New Machinery and Equipment Exemption