

LEGAL NOTICE

**TOWN OF KILLINGWORTH, CONNECTICUT
FOR CONSULTING SERVICES FOR THE**

**REAPPRAISAL AND REVALUATION OF TAXABLE AND TAX EXEMPT REAL PROPERTY LOCATED WITHIN
THE CORPORATE LIMITS OF THE TOWN OF KILLINGWORTH, CONNECTICUT
EFFECTIVE OCTOBER 1, 2021**

June 26, 2020

The Town of Killingworth will receive sealed bids for consulting and analytic services for the Reappraisal and Revaluation of Real Property for the 2021 Grand List until noon on July 27, 2020. Proposals will be opened in public and read aloud at a Board of Selectmen's meeting that same evening at 7:00 p.m.

The documents composing the Request for Proposals will be available on Friday, June 26, 2020 and may be obtained on the Town's website, www.townofkillingworth.com, under "Town of Killingworth Public Notices" or by mail, upon request, from the Selectmen's Office for a non-refundable \$25 per bid package.

A mandatory virtual pre-proposal conference will be held **Monday, July 6, 2020 at 2:00 p.m.** Please consult town website for confirmation of time and date.

The Town of Killingworth reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

Minority business enterprises will be afforded full opportunity to submit bids and are encouraged to do so. The Town of Killingworth is an Affirmative Action/Equal Opportunity Employer.

Catherine Iino, First Selectwoman

TOWN OF KILLINGWORTH, CONNECTICUT

**REQUEST FOR PROPOSALS FOR
REAPPRAISAL AND REVALUATION OF TAXABLE AND TAX EXEMPT REAL PROPERTY LOCATED WITHIN
THE CORPORATE LIMITS OF THE TOWN OF KILLINGWORTH, CONNECTICUT
EFFECTIVE OCTOBER 1, 2021**

Proposal Number: 2020-02RV
Proposal Due: Monday, July 27, 2020 at noon
Proposal Opening: Monday, July 27, 2020 at 7 pm
Proposal Opening Place: Virtual Board of Selectman meeting

The Town of Killingworth is seeking proposals from qualified and certified companies to provide professional services related to the Reappraisal and Revaluation of Real Property for the 2021 Grand List.

One (1) original and three (3) copies of sealed proposals must be received in the Killingworth Town Hall, Selectmen’s Office, 323 Route 81, Killingworth, CT 06419 by the date and time noted above. The Town of Killingworth (the “Town”) will not accept submissions by e-mail or by fax. The Town will reject proposals received after the date and time noted above.

The documents composing the Request for Proposals will be available on Friday, June 26, 2020 and may be obtained on the Town’s website, www.townofkillingworth.com, under “Town of Killingworth Public Notices” or by mail, upon request, from the Selectmen’s Office for a non-refundable \$25 per bid package.

A mandatory pre-proposal conference will be held **Monday, July 6, 2020 at 2:00 p.m.** Please consult town website for confirmation of time and date.

Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

Proposals must be held firm and may not be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town’s judgment, will be in the Town’s best interests.

This Request for Proposals (“RFP”) includes:

- Legal Notice
- Standard Instructions to Proposers
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer’s Legal Status Disclosure
- Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Proposer’s Non Collusion Affidavit
- Proposer’s Tax Affidavit
- Proposer’s Statement of References
- Addenda, if any
- Sample contract

The following documents must be completed and returned in the Bid Proposal:

- Proposal Form
- Proposer’s Legal Status Disclosure
- Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Proposer’s Non-Collusion Affidavit
- Proposer’s Tax Affidavit
- Proposer’s Statement of References

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2020-02RV

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

Professional Services and Consulting and Analysis for the Reappraisal, **Full Measure and List**, and Revaluation of Real Property for the 2021 Grand List. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. Proposers are prohibited from contacting any Town employee, officer, or official concerning this RFP, except as set forth in Section 6, below. A proposer's failure to comply with this requirement may result in disqualification.

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, www.townofkillingworth.com. Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda. If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful proposer for any unfunded year or years.

3. KEY DATES

- Mandatory Pre-Proposal Conference: **Monday, July 6, 2020, 2:00 PM**, Selectmen's Office, Killingworth, CT
- Proposal Due Date: **Monday, July 27, 2020, 4:00 p.m.** Selectmen's Office, Killingworth CT
- Proposal Opening: **Monday, July 27, 2020, 7:00 PM**, Virtual Meeting of the Board of Selectmen Office, Killingworth, CT
- Interviews of one or more proposers (if deemed necessary) will be conducted after the opening date
- Notice of Award: Tuesday August 4, 2020
- Anticipated Contract Execution: August 24, 2020

- Anticipated Project Completion: May 31, 2022 (Through Board of Assessment Appeals hearings for the October 1, 2021 Grand List)

The Notice of Award, Contract Execution and Project Completion dates are anticipated, not certain, dates.

4. OBTAINING THE RFP

All documents that are a part of this RFP are available on the Town's website www.townofkillingworth.com

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Killingworth Town Hall, Office of the Selectmen, 323 Route 81, Killingworth, CT 06419, prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and two (2) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS,**" and the title "**REAPPRAISAL AND REVALUATION OF REAL PROPERTY FOR THE 2021 GRAND LIST**" Proposal Number 2020-02RV and Proposal Opening Date **Monday, July 27, 7 pm**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations, or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled, or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

6. QUESTIONS AND AMENDMENTS

Questions concerning **the process and procedures applicable to this RFP**, or concerning this RFP's **specifications** are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: Elizabeth Disbrow, Selectmen's office

E-mail: edisbrow@townofkillingworth.com

Proposers are prohibited from contacting any other Town employee, officer, or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.townofkillingworth.com. Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change, or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

10. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret, or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

Each proposer must, in its Proposal Form, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

12. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References form included in this RFP.

13. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete and submit the Proposer's Legal Status Disclosure form included in this RFP.

14. PROPOSAL (BID) SECURITY:

Each proposal must be accompanied by a certified check of the proposer or a proposal (bid) bond with a surety acceptable to the Town in an amount equal to at least **TEN PERCENT (10%)** of the proposal amount. The proposal (bid) bond shall be written by a company or companies licensed to issue bonds in the State of Connecticut, which company or companies shall have at least an "A-" VIII policyholders rating as reported in the latest edition of Best Publication's Key Rating Guide. The successful proposer, upon its refusal or failure to execute and deliver the Contract, certificate(s) of insurance, W-9 form, performance security or other documents required by this RFP within **ten (10) business days** of written notification of preliminary award, unless the Town otherwise agrees in writing, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security submitted with its proposal. Upon the successful proposer's execution of the Contract in the form enclosed with this RFP, the Town shall return the proposal security to the successful proposer and to all other proposers.

15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state, and local laws, regulations, ordinances, codes, and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Town's objectives

16. SUBSTITUTION FOR NAME BRANDS

The proposer must attach detailed information concerning deviations from any name brands specified in the RFP and explain in detail how the substitution compares with the name brand's specifications. The Town in its sole discretion shall decide whether the substitution is acceptable.

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt # 06-600-2022.

18. INSURANCE

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy. See page 16.

19. PERFORMANCE SECURITY

The successful proposer shall furnish a performance bond covering the faithful performance of the Contract (the "Performance Security"). The Performance Security shall be 100% of the Contract price and in a form reasonably acceptable to the Town. The cost of the Performance Security shall be included in the proposal price.

In addition to the Performance Security, the successful proposer shall furnish a bond covering the successful proposer's payment to its subcontractors and suppliers of all obligations arising under the Contract (the "Payment Bond"). The Payment Bond shall be (a) in the full amount of the Contract price; (b) in a form reasonably acceptable to the Town; and (c) issued by a company licensed by the State of Connecticut that has at least an "A-"

VIII policyholders rating according to Best Publication's latest edition Key Rating Guide. The cost of the Payment Bond shall be included in the proposal price.

20. DELIVERY ARRANGEMENTS

The successful proposer shall deliver the items that are the subject of the RFP, at its sole cost and expense, to the location(s) listed in the Specifications.

21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error, or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.

If the proposer does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Town will post the Preliminary Notice of Award and related information on its website, townofkillingworth.com, under "Public Notices." The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

23. NONRESIDENT REAL PROPERTY CONTRACTORS

If the successful proposer is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7).

The successful proposer agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from any and all taxes, interest, and penalties that the State of Connecticut asserts are due with respect to the successful proposer's activities under the Contract.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

24. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

25. NON-COLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer's Non-Collusion Affidavit that is part of this RFP.

26. CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

A. DEFENSE, HOLD HARMLESS, AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers, and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

B. ADVERTISING

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval. If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

C. W-9 FORM

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

D. PAYMENTS

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

Monthly payment requisitions shall include lien waivers from the Contractor and all subcontractors and suppliers that have performed work during the requisition period. The successful bid shall submit a schedule of values prior to the execution of the contract.

In each of its contracts with subcontractors or materials suppliers, the successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the Town that encompasses the labor performed or materials

furnished by such subcontractor or material supplier. The successful proposer shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful proposer, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful proposer shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.

The final (10%) of the total Contract amount shall be withheld and paid to the Contractor within thirty (30) days following the Board of Assessment Appeals completion of its duties on the October 1, 2021 Grand List, and after submittal of the final application for payment, provided all other aspects of the contract have been satisfactorily completed.

E. TOWN INSPECTION OF WORK

The Town may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

F. REJECTED WORK OR MATERIALS

THIS ITEM IS NOT APPLICABLE TO THIS RFP

G. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

H. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer

shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

I. PREVAILING WAGES :

THIS ITEM IS NOT APPLICABLE TO THIS RFP

J. PREFERENCES

The successful proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in Middlesex County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

K. WORKERS COMPENSATION

Prior to Contract execution, the Town will require the tentative successful proposer to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

L. SAFETY

The successful proposer and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

M. COMPLIANCE WITH LAWS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract. The successful proposer shall also specifically comply with state statutes regarding the revaluation and real property valuation.

N. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license. The successful proposer shall apply for all building permits and arrange for all required inspections. No permit fees will be charged for this municipal project.

O. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract.

P. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

Q. ENTIRE AGREEMENT

the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that otherwise, not printed or inserted in the Contract or its attached exhibits.

R. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

S. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

T. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely

for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF KILLINGWORTH, CONNECTICUT

Proposal Number: 2020-02RV

INSURANCE REQUIREMENTS FOR

REAPPRAISAL AND REVALUATION OF TAXABLE AND TAX EXEMPT REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF KILLINGWORTH, CONNECTICUT EFFECTIVE OCTOBER 1, 2021

The Proposer must provide a Certificate of Insurance, naming the Town of Killingworth as additional insured, upon execution of the contract with the Town of Killingworth with the following limits:

Commercial General Liability:	\$1,000,000
Auto Liability:	\$1,000,000
Excess/Umbrella:	\$5,000,000
Workers' Compensation:	statutory limits
Employers Liability:	\$1,000,000

END OF INSURANCE REQUIREMENTS

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2020-02RV

SPECIFICATIONS FOR
REAPPRAISAL AND REVALUATION OF TAXABLE AND TAX EXEMPT REAL PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE TOWN OF KILLINGWORTH, CONNECTICUT EFFECTIVE OCTOBER 1, 2021

SCOPE OF REVALUATION

The project shall be for the complete **measure and list** and reappraisal of all taxable real estate, and exempt real estate within the corporate limits of the Town of Killingworth, Connecticut, as of October 1, 2021, as described below.

1. All taxable real estate, land, buildings, and improvements.
2. All exempt real estate, land, buildings, and improvements.
3. All public utility land, and buildings.

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

The value to be determined shall be the full fair market value as defined in the Connecticut General Statutes and shall be based upon recognized methods of appraising. The assessed value shall be 70% of the full fair market value.

OPTION FOR ALTERNATIVE PROPOSAL: Due to the Covid-19 Pandemic, the TOWN OF KILLINGWORTH would consider an alternate proposal, which could include a notice to all property owners with a complete Mailer disclosing all pertinent interior data on the property. The individual property improvements shall be measured on the exterior by the vendor. The interior data issues may require an internal inspection of the improvements at the option of the Assessor. It should be noted that if the CONTRACTOR presents any options, the CONTRACTOR still MUST submit a full bid for the project as presented in this RFP.

TOWN DATA

1. The last revaluation was effective as of October 1, 2021.
2. The population is estimated to be 6,370
3. The area of the Town is 35 square miles.
4. Administration\Tax Billing System is Quality Valuation Services, LLC version 3.0.900
5. CAMA System presently used is eQuality Cama version 2.18.1 – 2/1/2019

The CONTRACTOR/CONSULTANT shall value all newly constructed improvements created prior to October 1, 2021, or those incomplete as of this valuation date, and these parcels shall be included in the contract price and valued in the same manner as stated above, and as provided hereinafter.

APPROXIMATE NUMBER OF ACCOUNTS

October 1, 2019 Grand List

TAXABLE REAL PROPERTY

	<u>CODE</u>	<u>ACCOUNTS</u>	<u>GROSS ASSESSMENTS</u>
RESIDENTIAL	100	2,677	602,148,030
COMMERCIAL	200	36	20,698,800
INDUSTRIAL	300	3	983,560
VACANT LAND	500	153	6,508,320
USE ASSESSMENTS	600	264	1,570,970
APARTMENTS	800	1	169,270
GRAND TOTAL		3,134	632,078,950

TAX EXEMPT REAL PROPERTY

<u>Description</u>	<u>Gross Assessment</u>
Municipal	25,153,620
Volunteer Fire Department	440,480
Sci, Edu, Hist, Char	3,784,630
Agricultural & Horticultural	0
Cemetery	485,700
House of Religious Worship	3,200,520
Non-Profit Organization	4,306,790
House Used by Clergyman	0
State Owned Facilities	13,650,150
TOTAL	236 ACCOUNTS \$ 51,021,890

SPECIFICATIONS FOR REAPPRAISAL AND REVALUATION

SECTION 1: GENERAL CONDITIONS

A. CONTRACTOR

1. Certification: Each company, corporation, partnership, or individual, hereinafter termed CONTRACTOR/CONSULTANT, must hold from the time of submission of the bid through the completion of all work, a valid Connecticut Revaluation Company Certificate pursuant to Section 12-2c of the Connecticut General Statutes.

2. Bid: Each BID PROPOSAL submitted shall include a copy of the CONTRACTOR/CONSULTANT'S Connecticut Revaluation Company Certificate, shall itemize the CONTRACTOR'S qualifications and experience. The CONTRACTOR/CONSULTANT shall submit a complete client list of municipalities to which it has rendered services during the last five years and the nature of those services. The BID PROPOSAL shall also include a statement showing the number of years the bidder has actually been engaged as a company, corporation, partnership, or individual specializing in municipal tax revaluation services.

3. The CONTRACTOR/CONSULTANT shall not make any changes to this Request for Proposal as presented. The bid shall reflect all costs required to fulfill the contract as stated. The bid shall be in the same format as this RFP.

4. PLEASE NOTE: Due to the Covid 19 Pandemic, the TOWN OF KILLINGWORTH would consider an alternate proposal, which could include a notice to all property owners with a complete Mailer disclosing all pertinent interior data on the property, The individual property improvements shall be measured on the exterior by the vendor. The interior data issues may require an internal inspection of the improvements at the option of the Assessor. **It should be noted that if the CONTRACTOR presents any options, the CONTRACTOR still MUST submit a full bid for the project as presented in this RFP**

B. PERSONNEL

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

1. Qualifications of Personnel: All personnel assigned to this project shall be subject to approval of the Assessor and shall be subject to removal from this project by the CONTRACTOR/CONSULTANT upon the written request of the Assessor.

2. Minimal Qualifications:

a. Project Manager or Supervisor

The administration of this project shall be assigned by the CONTRACTOR/CONSULTANT to a project manager or supervisor who shall be certified by the State of Connecticut as a Revaluation Supervisor and shall have not less than five years of practical appraisal experience in the appraisal of residential, commercial, industrial and farm properties.

b. Reviewers and Appraisers

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

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

4. Conflict of Interest: No resident or Town employee shall be employed by the CONTRACTOR/CONSULTANT, except for clerical purposes, without prior approval of the Assessor.

C. PROTECTION OF THE TOWN

1. Bonding: The CONTRACTOR shall, to insure the faithful performance by the CONTRACTOR of the terms of this contract, furnish to the TOWN a performance surety bond in the amount of this contract, which shall be issued by a bonding company authorized to do such business in the State of Connecticut. Said bond shall be in a form satisfactory to, and approved by, the Town attorney. The performance bond shall be delivered to the TOWN prior to the commencement of actual work. This bond shall include the appeal requirements of these specifications. It is understood and agreed upon that the completion of the approved delivery to the TOWN of the Revaluation Project that the performance bond shall be reduced to 10% of the value of the contract to cover the defense of any appeals as described below. This reduced amount of bond shall become effective after the Revaluation Project has been completed and has been approved by the Assessor and after the completion of the duties of the Board of Assessment Appeals. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the Grand List of October 1, 2021.

2. Insurance: See page 15. The CONTRACTOR/CONSULTANT shall save the TOWN harmless from liability of any nature or kind, including costs and expenses for or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of this contract.

3. Penalties: Failure by the CONTRACTOR/CONSULTANT to complete all work prior to the date specified herein, shall be cause for a penalty. The CONTRACTOR/CONSULTANT shall pay, on request of the Assessor, the amount of One hundred dollars (\$100.00) per day beyond the date of completion. For the purposes of this penalty only, completion of all work by CONTRACTOR/CONSULTANT is defined as follows:

- a. Completed sales ratio studies, public and office books with costs and depreciation tables, land curve calculations, statistical testing results including but not limited to COD, PRD, Unsold Property Test and Standard Deviation analysis with a physical review of all outliers, as well as .csv files for mapping overlays with all available measurements, listings, pricing, review, and final valuation.
- b. Preliminary assessment notices sent out, hearings completed for all those wishing to be heard, and all calculations completed and ready for the Board of Assessment Appeals.
- c. Written certification by the Assessor that the CONTRACTOR/CONSULTANT has fulfilled all contractual requirements of said project

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

D. COMPLETION DATE AND TIME SCHEDULE

1. Awarding of Contract: Within a reasonable time after the opening of the Bid Proposals, the TOWN shall award the contract for the reappraisal and revaluation project. The TOWN reserves the right to reject any and all bids as previously stated.

2. Signing of Contract: Within thirty (30) days after the receipt of notice of acceptance by the TOWN of its Bid Proposal, the CONTRACTOR/CONSULTANT shall execute with the TOWN the contract upon the basis of these Specifications for Reappraisal and Revaluation.

3. Changes and Subletting of Contract:

a. Changes

Changes in these Specifications for Reappraisal and Revaluation in the contract will be permitted only upon written mutual agreement of the CONTRACTOR and the TOWN.

b. Subletting

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

4. Time Schedule: The Assessment office has begun data collection for the revaluation work including permit review, sales verification and ongoing sales ratio analysis. The CONTRACTOR/CONSULTANT will begin working with the assessor by September 1, 2020, at which time the collected data will be reviewed and analyzed.

a. Completion Dates

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

- 1) Completed street cards with all measurements, photos, and listing information turned over to the Assessor by 7/01/2021.
- 2) Property Mailers mailed to all property owners by July 15, 2021. **Note: the Assessor, prior to mailing, must approve content and formatting of Mailer.**
- 3) All changes as a result of property Mailers completed by August 30, 2021.
- 4) Pricing, review, and final valuation turned over to the Assessor by 09/17/2021, along with preliminary Performance Testing Standards reports.
- 5) Assessment notices addressed and prepared for mailing by 10/13/2021.
- 6) Informal hearings to begin no later than 11/1/2021, to end no later than 11/22/2021.
- 7) All street cards, as corrected and finalized after the informal hearings, to be turned over to the Assessor no later than 12/03/2021 with the final Performance Testing Standard Reports.

Completion of the project, through completion of the duties of the Board of Assessment Appeals on the October 1, 2021 Grand List, shall not be final until the Assessor certifies the entire project by signing the appropriate forms, and the CONTRACTOR fulfills all requirements set forth in the regulations by OPM.

b. Assessment Date

The completed appraisals, upon approval of the Assessor, will serve as a basis for assessment effective on the Grand List of October 1, 2021

c. Project Timetable

The CONTRACTOR/CONSULTANT is required to submit before the commencement of the project, the timetable for the entire project. The timetable must be followed by the CONTRACTOR/CONSULTANT. Any variation of the timetable must have the express consent of the Assessor.

E. PAYMENT SCHEDULE

Payments shall be made in the following manner:

1. At the end of each thirty (30) day period during the period covered by this contract, the CONTRACTOR/CONSULTANT is to certify in writing, in the form of a progress report to the Assessor, the percentage of the total work completed under the contract which the CONTRACTOR has performed during the said thirty-day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, category, or in any other manner required by the Assessor.
2. The TOWN, upon determination by the Assessor that the certification of the CONTRACTOR/CONSULTANT concerning work during said period is accurate, will pay to the CONTRACTOR/CONSULTANT the total compensation under this contract equal to the percentage of work certified as having been performed during said period in accordance with the schedule.

SECTION 2: CAMA REQUIREMENTS

A. ASSESSMENT ADMINISTRATION MODULE

1. Before commencement of sales data collection, each parcel on the legal file/administrative file must be located and matched with the tax maps. The CONTRACTOR/CONSULTANT must implement the recommendations approved by the Assessor.

B. CAMA SYSTEM

All valuation shall be accomplished by utilizing the Town's current mass appraisal software, eQuality Cama. The CONTRACTOR/CONSULTANT must have demonstrated ability to modify the eQuality CAMA. Current version is 2.18.1 – 2/1/2019

1. The CONTRACTOR/CONSULTANT shall assist in developing and updating the CAMA valuation module for the determination of the value of all real property based on accepted appraisal methodology, using a table- or formula –driven system. At a minimum, the valuation module shall have the ability to perform the tasks described below and conform to all requirements and recommendations of the Office of Policy & Management. The CAMA System must meet the requirements as provided for in Section 12-62f-1 to 12-62f-6 of the Regulations of Connecticut State Agencies.

- a. 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.
 - b. 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 measurements as defined by the user . In addition, the valuation module shall have the capacity to allow user modifiable selection criteria to identify up to three properties that are most comparable to the property for which a value is being determined.
 - c. With respect to apartment, commercial and industrial properties, the valuation module shall have the capacity to: Compute replacement cost new, less depreciation; compute the value of each yard improvement (e.g., paving, and fencing); allow for the acceptance, rejection or adjustment of table- or formula-derived values; and 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.
2. The valuation module shall also have the capacity to: Print a property record card with the appropriate fields listed in the data management module; allow flexibility of design of the data printed on a property record card, based on the discretion of the assessor; provide for the random printing of cards; provide for the printing of sketches showing dimensions; insure the closure of such sketches; and provide for the creation of multi-page property record cards for a parcel.
3. The valuation module shall include a general report writer capable of printing two 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.
4. 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 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; the price-related differential; and the "unsold property test".

SECTION 3: RESPONSIBILITES OF REVALUATION CONTRACTOR/CONSULTANT

The CONTRACTOR/CONSULTANT shall work with the assessment staff in fulfilling all requirements of the revaluation project as stated in this Request for Proposal. It shall be done in a timely fashion, and in a professional and satisfactory manner.

The following are basic requirements of the revaluation:

1. Investigate and analyze local construction costs, market data, and economic conditions; prepare and supply, in consultation with the assessor, property cost and valuation tables, formulas, depreciation tables and standards necessary for revaluation. Instruct the Assessor's office staff in their uses.
2. Prepare and review data mailers on all improvements completely and review the grading of properties. A full list and measure is deemed necessary and a data mailer program must be instituted to support findings. All properties should be reviewed for compliance with the property record card. Any returned data mailer that has been changed by the homeowner should be re-inspected and verified.
Supply at least two permanent sets of cost schedules for residential real property and for commercial and industrial properties

A. PERIODIC STATUS REPORTS

The CONTRACTOR/CONSULTANT shall submit to the Assessor monthly status reports as well as any work completed that is to be reviewed by the Assessor and staff. The report shall contain specifics as to the work completed and the work to be done in the next month. The Assessor shall review and evaluate the progress of the project, and shall notify the CONTRACTOR/CONSULTANT whether the work performed is satisfactory and timely.

B. MANAGEMENT PLAN

The CONTRACTOR/CONSULTANT will develop and conduct the revaluation in accordance with a plan developed with the Assessor and staff for the revaluation as required by the Connecticut State Statutes. During the course of this project, the CONTRACTOR/CONSULTANT shall work cooperatively with and shall provide any reports, invoices, schedules and other information required by this RFP or requested by the Assessor in a timely fashion. The selected consultant will use industry and State standard statistical testing programs and must be fully qualified in developing and running testing models in eQuality CAMA as well as Excel.

The following tests shall be conducted prior to commencing, and throughout, the revaluation project:

- Neighborhood analysis
- Style Validity analysis
- Cost tables
- Depreciation tables by analyzing the effect of age, style, and location on value.
- Land curve tables

- Coefficient of Dispersion and Variance tests (COD)
- Price Related Differential Testing (PRD)
- Unsold Property testing
- Development of the statistical spread sheets to quantify the effect of variables on value and isolate value components and create valuation models.
- Statistical measuring of Standard Deviations, Mean, Median, Mode per property style and type.
- Continued tracking and review of listing and sales within the Town of Killingworth.
- Physical inspections of selected sales, and review of values with town-wide review of property with the assessor for quality review.

In accordance with Procedural Testing Standards, a written revaluation project plan shall be developed and the plan will be updated throughout the course of the revaluation. The plan will incorporate various tools including:

- up-to-date cadastral (or assessment) maps,
- updated property record files,
- a property inspection system,
- building permit monitoring system,
- quality assurance program,
- data review program so essential property characteristics are entered into the property record file,
- analysis of market value trends and real estate price level changes.

C. VALUATION STANDARDS

1. MARKET APPROACH

The CONTRACTOR/CONSULTANT must describe in detail its particular methods for generating values with the market value approach. The comparative sales approach or a statistical modeling approach is the two preferred techniques. If a statistical modeling approach is employed, the CONTRACTOR/CONSULTANT must specify the techniques employed and the types of property that will be valued with these techniques. If the direct sales comparison method is employed, all adjustment techniques must be described by the CONTRACTOR/CONSULTANT in its proposal.

a. Sales Verification

The validity of all sales for the past 3 (three) years shall be determined by the CONTRACTOR/CONSULTANT and the Assessor. A sales file is currently, and will continue, being maintained which will reflect the property characteristics as of the date of sale. The determination of the validity of the sale is a cooperative effort between the Assessor and the

CONTRACTOR/CONSULTANT considering standards established by the State of Connecticut revaluation requirements, CT General Statutes and required State certification as a revaluation contractor.

These validated sales will be a basis for the comparable sales approach for the residential properties. The CONTRACTOR/CONSULTANT shall be review the data with the Assessor including documentation of the sales verification effort.

2. COST ANALYSIS

The CONTRACTOR/CONSULTANT shall derive a value for real property by estimating the current cost to replace or reproduce the existing structure, deducting for all accrued depreciations in the property, and adding the estimated land value. The CONTRACTOR/CONSULTANT shall develop cost schedules based on current costs of labor and materials prevailing in the Town during the year immediately preceding October 1st, 2021 valuation date.

3. INCOME APPROACH

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

4. LAND VALUATION

The land values shall be derived from market sales and/or land residual analysis. The land values shall be set by the CONTRACTOR/CONSULTANT and reviewed by the Assessor. In the event of any disagreement between the Assessor and the CONTRACTOR/CONSULTANT, the Assessor shall have the final decision confirming all land values and methods. Both full value and the 490 value, if applicable, shall be calculated by the CONTRACTOR/CONSULTANT.

5. NEIGHBORHOOD DELINEATION

The CONTRACTOR/CONSULTANT, with the assistance and approval of Assessor, shall delineate the Town into valuation neighborhoods. These neighborhoods shall be determined by analysis of the market factors needed to select comparable sales for the sales comparable approach to value. Boundaries such as highways, natural, economic conditions and zoning, etc. shall be considered.

6. DEPRECIATION ANALYSIS

The CONTRACTOR/CONSULTANT shall develop and explain, separately; each depreciation on the property record card and/or worksheet, (if used). Land values shall be added to the depreciated improvement value. Compare the depreciated replacement cost of each property with the value produced via income analysis, or sales comparison, and develop obsolescence guides by type of

property and location. Analysis should be reviewed with the Assessor and a copy shall be provided at the completion of the project.

ADDITIONALLY, The following shall be available for public inspection in the assessor's office, in a manner provided for access to public records in subsection (a) of section 1-210, not later than the date written notices of real property valuations are mailed in accordance with subsection (f) of this section: (1) Any criteria, guidelines, price schedules or statement of procedures used in such revaluation by the assessor or by any revaluation company that the assessor designates to perform mass appraisal or field review functions, all of which shall continue to be available for public inspection until the Town's next revaluation becomes effective; and (2) a compilation of all real property sales in each neighborhood for the thirty-six (36) months preceding the date on which each revaluation is effective, the selling prices of which are representative of the fair market values of the properties sold, which compilation shall continue to be available for public inspection for a period of not less than thirty-six (36) months immediately following a revaluation's effective date. If the assessor changes any property valuation as determined by the revaluation company, the assessor shall document, in writing, the reason for such change and shall append such written explanation to the property card for the real estate parcel whose revaluation was changed. Nothing in this subsection shall be construed to permit the Assessor to post a plan or drawing of a dwelling unit of a residential property's interior on the Internet or to otherwise publish such plan or drawing.

D. VALUATION OF REAL ESTATE

The CONTRACTOR/CONSULTANT will assist the assessor in the calculation of a value estimate for each parcel that will be comprised of a land, building, outbuilding, and total value. The final value shall reflect 70% of fair market value as of October 1, 2021.

1. RESIDENTIAL PROPERTIES

The market approach is the preferred valuation methodology for parcels in the residential category. The CAMA system as installed for the Town will contain proven techniques for developing market estimates of value.

The CAMA System shall present a summary of the cost approach for a subject and up to five (5) comparable sales (if available), showing the basic inventory information for each. The comparable sales in the same market environment will not be merely similar properties, but will be the three to five most comparable sales in the entire sales file. This determination shall be made by calculating a weighted measure of comparability based on the relative importance of each physical characteristic (location, size, age, grade, condition, etc.). The sales, which most closely resemble the subject, will then be selected as comparable. Each individual selling price shall then be adjusted to reflect differences in sales dates and physical descriptions to arrive at an adjusted selling price for each sale.

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

2. COMMERCIAL / INDUSTRIAL PROPERTIES

The appraisal of income-producing properties relies heavily on an analysis of what the prudent investor would pay for a given property based on the income stream that the property could reasonably be expected to produce. In this regard, the actual income/expense information for each property will be collected and analyzed to arrive at a capitalization rate reflective of the market environment.

The TOWN will be responsible for the collection of these income/expense forms and for the field verification of this data. The CONTRACTOR/CONSULTANT, subject to the approval of the Assessor, will handle the analysis of the data.

The CAMA System gives the appraiser the ability to model the market place by physical characteristics, construction type, and actual use for income producing properties and apply the results of the models to individual commercial or industrial properties. The model will be analyzed and adjusted to assign appropriate economic rent and expense information that is keyed to the location of the property and the allocation of building space for potential or actual use. Capitalization rates shall be developed by type of property, and location. When the Assessor has approved capitalization rates and techniques, the CONTRACTOR/CONSULTANT shall perform income approaches using both actual and economic income and expense data.

3. FIELD REVIEW

The CONTRACTOR/CONSULTANT will be responsible for field review of all parcels after values have been set and for the review of value estimates for all real property parcels to verify that the application of the valuation methodology employed has resulted in the uniform and consistent valuation of comparable properties. The CONTRACTOR/CONSULTANT shall be required to submit final values in a timely manner to be determined by the Assessor. The CONTRACTOR/CONSULTANT shall record on the CAMA data file the source of the final appraisal value (cost, market, income, appraiser override, etc.).

4. ASSESSMENT NOTICES

By the contractually specified date, a notice shall be sent by the CONTRACTOR/CONSULTANT, including envelope, by first class mail, to each owner of record, setting forth the valuation that has been placed upon the property identified in the notice. The notice shall be prepared in duplicate and in conformity with the Connecticut General Statutes, as from time to time amended. Further, enclosed with such notice shall be a letter specifying the dates, times, and place of the informal public hearings with an explanation as to the appeal process. Such notices and letters shall be subject to the approval of the Assessor. A duplicate copy of all letters sent shall be arranged in alphabetical order and left with the Assessor. Where applicable, a letter shall be enclosed to explain

the benefits of and the effect on the new assessment for properties classified as FARM, FOREST, or OPEN SPACE. The Assessor, prior to its mailings, shall approve said letter.

5. INFORMAL PUBLIC HEARINGS

a. At a time mutually agreeable to the Assessor and the CONTRACTOR/CONSULTANT following completion of all review work by the Assessor and the CONTRACTOR/CONSULTANT, the CONTRACTOR/CONSULTANT shall hold public hearings so that property owners, or their legal representatives, may appear at specified times to discuss their new assessments with qualified members of the CONTRACTOR/CONSULTANT staff.

b. The CONTRACTOR/CONSULTANT, in conjunction with recommendations of the Assessor, shall schedule a sufficient number of hearings and provide adequate personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer shall be given consideration, and adjustments shall be made when warranted.

c. The CONTRACTOR/CONSULTANT shall have an adequate number of days for the informal public hearings, with said hearings to include evenings and Saturdays. Every property owner shall have the opportunity to an informal hearing with the CONTRACTOR/CONSULTANT within said period of time agreed upon by the Assessor and the CONTRACTOR/CONSULTANT.

d. The CONTRACTOR/CONSULTANT shall mail a notice that reflects the result of the informal hearings at the expense of the CONTRACTOR/CONSULTANT. The Assessor, prior to mailing, must approve this notice. A duplicate copy of such notice shall be submitted to the Assessor.

6. BOARD OF ASSESSMENT APPEALS

The CONTRACTOR/CONSULTANT shall have a qualified member or members of its staff available for attendance at any deliberations of the Board of Assessment Appeal meetings to be held after the completion of the revaluation, Sundays excluded, but such availability and attendance shall not be required after the date, including any permitted extension, for the completion of the duties of the Board of Assessment Appeals on the October 1, 2021 Grand List, to assist in the settlement of valuation issues and to explain the valuations made.

E. INFORMATION

The CONTRACTOR/CONSULTANT shall give to the Assessor any and all information, including but not limited to, pricing schedules, hearing information etc., necessary pertaining to the revaluation work for a period of one (1) year after completion of the duties of the Board of Appeals on the October 1, 2021 Grand List without further cost to the TOWN.

F. TRANSMITTAL OF RECORDS TO THE ASSESSOR

Regular periodic delivery of appraisals, as completed, shall be turned over to the Assessor for review. All appraisals of improvements either completed or under construction and all completed and corrected records shall be turned over to the Assessor by the dates specified in the schedule agreed upon by the Assessor. All documentation employed in conjunction with this program, including software programs, shall become the property of the Assessor's office. The final inspection and review shall take into consideration any known or apparent changes in the individual property since it was first inspected in order that the final appraisal of property shall be made as of October 1, 2021. This information and/or appraisal or record shall not be made public until after the informal hearings, except to the extent that public access may be compulsory under the provisions of applicable law.

G. CERTIFICATION

The CONTRACTOR/CONSULTANT shall meet all requirements set forth in this document and no exceptions and or amendments may be made unless expressly authorized by the Assessor. The Assessor must certify that the assessments resulting from this project represent 70% of the fair market value pursuant to section 12-63 of the Connecticut State Statutes. As a condition of a successful project completion, the CONTRACTOR/CONSULTANT's work product must meet all certification requirements of the Assessor as specified in CT statutes, policies, and guidelines.

SECTION 4: RESPONSIBILITY OF THE TOWN

A. NATURE OF SERVICE

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

B. COOPERATION

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

C. ITEMS FURNISHED BY THE TOWN

The TOWN shall furnish the following to the CONTRACTOR:

1. Maps:

The Assessor shall provide one (1) copy of available tax maps. The Assessors shall also provide available parcel identification data for each parcel of real property including at a minimum the following items all current legal information, i.e. ownership, property location, mailing address, map/block/lot number.

2. Land Dimensions:

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

3. Zoning

The TOWN shall provide current Town planning and zoning regulations and zoning maps.

4. Property Transfers

The TOWN shall notify the CONTRACTOR/CONSULTANT on a regular basis, of transfers and property splits occurring after 7/1/2020. The Contractor shall update owner and street property record cards.

5. Data Inventory

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

6. Building Permits

Records of all building permits issued during the course of the revaluation project up to October 1, 2021. All such records shall be returned to the TOWN.

7. Mailing Address

The Assessor shall provide the current mailing address of all property owners.

8. Office Space

Office space, as available, will be provided to the CONTRACTOR/CONSULTANT to carry out the terms of this contract.

D. BID AWARD

The TOWN reserves the right to reject any, or any part of, or all BID PROPOSALS; to waive informalities and technicalities; and to accept the BID PROPOSAL which the Board of Selectmen and the Assessor deem to be in the best interest of the TOWN, whether it is the apparent lowest dollar bid or not.

Consideration in the awarding of the CONTRACT will be given to price, prior experience and competence of the bidder, the nature and size of the bidder's organization and familiarity with the area, and the quality of similar projects the bidder has completed in the past.

END OF SPECIFICATIONS

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2020-02RV

PROPOSAL FORM

REAPPRAISAL AND REVALUATION OF TAXABLE AND TAX EXEMPT REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF KILLINGWORTH, CONNECTICUT EFFECTIVE OCTOBER 1, 2021

PROPOSER'S FULL LEGAL NAME: _____

Pursuant to and in full compliance with the RFP, the undersigned proposer having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

	REVALUATION/DESCRIPTION OF WORK	COST	Covid 19 Option*
A.	Planning/Organization/Bonding		
B.	Data Collection		
C.	Residential Analysis and Valuation		
D.	Commercial Analysis and Valuation		
E.	Residential Field Review		
F.	Commercial Field Review		
G.	Mail, receive and review Property Data Mailers		
H.	Hearings and Notification Procedures		
I.	Board of Assessment Appeals and Completion of Duties		
J.	Create Bridge between CAMA and Administrative Systems		
K.	Litigation		
L.	CAMA software package		
1.	Sub Total Real Estate		
2.	Performance Bond		
	TOTAL		
*	Alternate "Covid 19 Proposal" accompanied by a breakdown of items A-L above for that proposal		

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. Exceptions to or Modifications or Clarifications of the RFP

_____ This proposal does not take exception to or seek to modify or clarify any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

OR

_____ This proposal takes exception(s) to or seeks to modify or clarify certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the proposer on the State of Connecticut’s Debarment List?

_____ Yes

_____ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

_____ Yes

_____ No

If “yes,” attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

PROPOSAL (BID) SECURITY

I/we have included herein the required certified check or proposal (bid) bond in the amount of 10% of the proposal amount _____

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY: _____ TITLE: _____

(SIGNATURE)

_____ DATE: _____

(PRINT NAME)

END OF PROPOSAL FORM

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2020-02RV

PROPOSER'S LEGAL STATUS DISCLOSURE FOR
REAPPRAISAL AND REVALUATION OF TAXABLE AND TAX EXEMPT REAL PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE TOWN OF KILLINGWORTH, CONNECTICUT EFFECTIVE OCTOBER 1, 2021

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street
Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street
Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street

Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address _____
(if different from Street Address)

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)	Residential Address (street only)
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_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
-------	-------

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Legal Name of Proposer _____

Signature: _____
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative: _____

Title of Proposer's Authorized Representative : _____

Date: _____

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF KILLINGWORTH, CONNECTICUT
PROPOSAL # 2020-02RV

PROPOSER'S CERTIFICATION
Concerning Equal Employment Opportunities And Affirmative Action Policy for

REAPPRAISAL AND REVALUATION OF TAXABLE AND TAX EXEMPT REAL PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE TOWN OF KILLINGWORTH, CONNECTICUT EFFECTIVE OCTOBER 1, 2021

I/we, the proposer, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.

8) I/we (check one):

_____ have an Affirmative Action Program, or

_____ employ 10 people or fewer.

Legal Name of Proposer _____

Signature: _____

Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative: _____

Title of Proposer's Authorized Representative : _____

Date: _____

**TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2020-02RV**

PROPOSER'S NON COLLUSION AFFIDAVIT FOR

**REAPPRAISAL AND REVALUATION OF TAXABLE AND TAX EXEMPT REAL PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE TOWN OF KILLINGWORTH, CONNECTICUT EFFECTIVE OCTOBER 1, 2021**

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Killingworth is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Killingworth to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer _____

Signature: _____
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative: _____

Title of Proposer's Authorized Representative : _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____ Notary Public

My Commission Expires:

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2020-02RV

**REAPPRAISAL AND REVALUATION OF TAXABLE AND TAX EXEMPT REAL PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE TOWN OF KILLINGWORTH, CONNECTICUT EFFECTIVE OCTOBER 1, 2021**

PROPOSER'S STATEMENT OF REFERENCES

Provide at least three (3)

1. BUSINESS NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION : _____

EMAIL ADDRESS: _____

2. BUSINESS NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION : _____

EMAIL ADDRESS: _____

3. BUSINESS NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION : _____

EMAIL ADDRESS: _____

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2020-02RV

SAMPLE CONTRACT FOR
REAPPRAISAL AND REVALUATION OF TAXABLE AND TAX EXEMPT REAL PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE TOWN OF KILLINGWORTH, CONNECTICUT EFFECTIVE OCTOBER 1, 2021

This Contract is made as of the _____ day of _____, 20__ (the "Effective Date"), by and between the Town of Killingworth, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Town"), and *[name and address of successful proposer]* (the "Contracting Party").

RECITALS:

WHEREAS, the Town has issued a Request for Proposals for XXXXXXXXXXXX PROJECT (the "RFP"), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a proposal to the Town dated _____ (the "Proposal"), a copy of which is attached as Exhibit B;

WHEREAS, the Town has selected the Contracting Party to perform the Work (as defined in Section 1 below); and

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties' mutual promises and obligations contained below, the parties agree as follows:

1. Work: The Contracting Party agrees to perform the Work described more fully in the attached Exhibits A and B (collectively, the "Work").

The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the RFP, including but not only all of the terms set forth in Section 26 (the "Contract Terms") of the Standard Instructions to Bidders.

2. Term: []

3. Contract Includes Exhibits; Order of Construction: The Contract includes the RFP (Exhibit A) and the Proposal (Exhibit B), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFP, and the Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

4. Price and Payment: *[placeholder]*

5. Right to Terminate: If the Contracting Party's fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the

amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.

6. No Waiver or Estoppel: Either party's failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. Notice: Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) and shall be effective upon receipt at their respective addresses set forth below:

If to the Town:

Catherine Iino, First Selectwoman
Town of Killingworth
323 Route 81
Killingworth, CT 06419
E-mail ciino@townofkillingworth.com
Fax 860-663-3305

If to the Contracting Party:

*[name
Address
e-mail
fax]*

8. Execution: This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

TOWN OF KILLINGWORTH

By _____ Name: CATHERINE IINO
Its [First SelectWoman](#), Duly Authorized

Date: _____

[CONTRACTING PARTY LEGAL NAME]

By _____

Its _____, Duly Authorized

Date: _____
: