

NOTICE TO PROSPECTIVE BIDDERS:

**THE ENCLOSED REQUEST FOR
PROPOSALS (RFP) ANTICIPATES AN
EXPEDITED PROJECT TIMETABLE AND
REQUIRES RECEIPT OF SEALED
PROPOSALS NO LATER THAN**

FEBRUARY 9, 2006, 12:00 NOON

HW File 1248-002

**REQUEST FOR PROPOSAL
SPECIFICATIONS**

Real Property Reassessment Project

**VILLAGE OF BRONXVILLE
in the
STATE OF NEW YORK**

Prepared By: Huff Wilkes, LLP

Date: January 26, 2006

TO WHOM IT MAY CONCERN

Enclosed are specifications for the contractual services phase of the Village of Bronxville reassessment program. Companies desiring to provide services according to these specifications must deliver 8 sealed copies of their proposal to:

Huff Wilkes, LLP
Talleyrand Office Park
200 White Plains Road, Fifth Floor
Tarrytown, NY 10591
Attn.: David C. Wilkes, Esq.
Contract Administrator

no later than 12:00 PM, Thursday, February 9, 2006. Proposals received after this specified time may not be considered by the municipality, though the municipality reserves the right to review and consider any and all proposals received.

All company proposals must be formatted as specified in Appendix D. Full proposals, with a restating of the RFP sections and specifications, are not acceptable. These specifications are considered the minimum standards for this project. The only acceptable deviations from the specifications are responses in excess of those specified and must be explained in detail in the proposal. No substantive changes will be allowed after the submission of the proposals. Interviews may be held for companies that submit proposals at the discretion of the municipality. Proposal clarification and explanation will be the primary purpose of the interview; therefore companies are encouraged to have their prospective project directors actively participate in this process.

PROPOSAL PROCESS SCHEDULE

Event	Date	Time
Issue RFP	01/26/06	N/A
Receipt of Sealed Proposals	02/9/06	12:00 PM
Announcement of Most Responsive Bidder	On or before 3/14/2006	N/A

Single Municipality

The municipality assumes no liability for the costs incurred by a company in preparing its proposal for professional services in response to this RFP. The municipality reserves the right to reject any or all proposals. Companies, who have submitted acceptable responses, will be notified of contractor selection by letter after the final determination has been made. The municipality intends that, if a contractor is chosen, an instrument of contract will be signed no later than March 15, 2006.

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GLOSSARY OF TERMS

The following terms are used throughout these specifications and shall have that meaning expressly indicated below:

1. **ANNUAL REASSESSMENT PLAN** - The municipality's program for physically inspecting and reappraising each parcel at least once every six years and sustaining current full value annually. The plan must provide information on resources, funding, functions to be performed, and tentative project schedules, including, but not limited to, staffing, data processing support (including hardware and software), re-inspection schedule, analysis methods and reappraisal schedule.
2. **ASSESSOR** - The individual or the Board of Assessors serving as the assessor in the municipality.
3. **COD** - Coefficient of Dispersion - The average deviation of a group of numbers from the median expressed as a percentage of the median. In ratio studies, the average percentage deviation from the median ratio. - IAAO, Standard on Ratio Studies, July 1999.
4. **COMPANY** - A qualified firm that submits a formal proposal in response to these specifications.
5. **COMPUTER-ASSISTED MASS APPRAISAL (CAMA)** - A procedure by which values are estimated for parcels by means of computer-based calculations incorporating statistical methods where appropriate. Residential parcels are often valued by the sales approach, utilizing multiple regression analysis (MRA) or the adaptive estimation procedure (AEP), and direct sales comparison to the most comparable properties, as well as through the cost approach, utilizing land schedules, cost tables, and depreciation information. Vacant land parcels are valued through land schedules that are derived by MRA or AEP models of comparable land sales. Commercial, industrial, and utility properties are usually valued through direct sales comparison using cost-based, income-based, and market-based value per-unit data, as available and appropriate. Data adequacy and accuracy are key considerations in developing CAMA estimates. For reliable results, use of data from outside the assessing unit may be necessary in the case of smaller assessing units and/or less-numerous types of property.
6. **CONSORTIUM** - A group of municipalities entering into a cooperative effort to undertake a municipal-wide reassessment project using the same contractor.
7. **CONTRACT ADMINISTRATOR** - The municipal official who represents the municipality in all legal matters with regard to this project.
8. **CONTRACTOR** - The company that enters into an agreement with the municipality to provide the professional contract services described in these specifications.
9. **CREW CHIEF** - (field supervisors) the person(s) responsible for the recollection and/or field verification of data collected by the data collectors. The crew chief

monitors and ensures the quality, consistency and accuracy of all of the data. The crew chief must be trained as a data collector and have six month's prior experience as a data collector.

10. **DATA COLLECTOR** - An individual responsible for the field collection and recording (on the appropriate ORPS data collection document) of real property valuation data. The data collector must have completed a program of training that includes, at a minimum, "Fundamentals of Data Collection, R/F/V." See Section 4.8.6.
11. **DATA MAILER** - A computer-generated report listing, enumerating and describing selected data elements.
12. **FIELD REVIEW** - The process of identifying market value through the review of appropriate valuation documentation from the public right-of-way.
13. **FIELD REVIEWER** - The individual with experience and knowledge of valuation techniques employed on this project for the property categories for which he/she will be responsible. A field reviewer must have completed the same training as required for a data collector. The contractor shall specify the level of qualifications and credentials of data collectors employed for this project and assure that all field reviewers have been engaged in similar employment in at least two municipal-wide reassessments previously.
14. **FINAL ASSESSMENT ROLL** - A document containing assessment and exemption information on all parcels in a municipality. It differs from the tentative assessment roll with respect to changes ordered by a board of assessment review, assessments and ceilings made by the State Board and ownership and address changes since the tentative roll. Filed on April 1 by the Village of Bronxville.
15. **MUNICIPALITY** - The Village of Bronxville.
16. **ORPS** - The New York State Office of Real Property Services.
17. **PRD** - Price-Related Differential - The mean divided by the weighted mean. The statistic has a slight bias upward. Price-related differentials above 1.03 tend to indicate assessment regressivity; price-related differentials below 0.98 tend to indicate assessment progressivity. - IAAO, Standard on Ratio Studies, July 1999.
18. **PARCEL** - A separate, tax map-designated, assessed lot, parcel, piece or portion of real property.
19. **PROJECT** - The overall effort, including the activities of all participants.
20. **PROJECT ADMINISTRATOR** - The municipal official responsible for overall project management and analysis, direct project coordination and represents the municipality in all contract administrative matters.
21. **PROJECT DIRECTOR** - The contractor staff member who will be responsible for contractor project management, coordination of all contractor activities and who will

represent the contractor in all contract administrative matters.

22. **RFP** - This request for proposal which contains specifications for the contractual services phase of the municipality's reassessment project and serves as the senior document, the basis for resolving disputes.
23. **RPS** - The New York State Real Property System.
24. **RATIO STUDY** - A ratio study is an analysis of the relationship between assessments and market value (i.e., assessment ratio) for those parcels where a recent market value indicator - a sale or an independent appraisal - is available. The study utilizes the assessment ratio data and applicable statistical methods to determine the overall or average percentage of current market value that the assessments represent. The ratio study may also measure the extent to which the average assessment ratio is changing over time thus quantifying the assessment adjustment necessary to maintain current market conditions. The statistical methods and indicators used in the study include measures of central tendency (mean, weighted mean, median); measures of variation (coefficient of dispersion, coefficient of variation, price-related differential); measures of association (multiple regression, correlation); and significance tests (binomial test, Z-test).
25. **REAPPRAISAL** - The process of physically inspecting and reappraising each parcel. Reappraisal refers to the valuation of a single parcel.
 - A) **Physically inspecting** - at a minimum, observing each property from the public right-of-way in order to ascertain that the physical characteristics necessary for reappraising are complete and accurate.
 - B) **Reappraising** - developing and reviewing an independent estimate of market value for each parcel by the appropriate use of one or more of the accepted three approaches to value (cost, market, and income). *
26. **REASSESSMENT** - A systematic analysis of all assessments, either within an assessing unit or within a class of a special assessing unit, to assure that they are at the stated uniform percentage of value as of the valuation date of the assessment roll upon which the assessments appear. It is synonymous with the terms revaluation and update. A reassessment can be completed by a reappraisal of parcels, trending of parcels to current value, or a combination of both. *

*NYSORPS "Guidelines for the Annual Aid Program (aka Guidelines for Annual Reassessment)", October 2005

27. **RPTSA** – The Real Property Tax Services Agency of Westchester County.
28. **STATE BOARD** - The New York State Board of Real Property Services.
29. **STATE BOARD'S RULES** - The New York State Rules and Regulations for Real

Property Tax Administration that established standards of certification for state financial reimbursement (9 NYCRR). The State Board's Rules that must be adhered to are those that in force as of the date of contract execution.

30. **SYSTEMATIC ANALYSIS** - The four-step process of reassessment which includes the gathering and grouping of data and information, application of accepted analytical techniques both diagnostic and prescriptive and the subsequent validation of results before the filing of a tentative roll.
31. **TAXABLE STATUS DATE** - The ownership and physical condition of real property as of this date are assessed according to a value fixed as of the valuation date in the year that the reassessment is to be implemented. For the Village of Bronxville, taxable status date is January 1.
32. **TENTATIVE ASSESSMENT ROLL** - A preliminary assessment roll whose assessed values and exempt amounts are subject to grievance by a taxpayer before a Board of Assessment Review. The roll does not become final until this Board has acted upon all grievances. For the Village of Bronxville, the Tentative Assessment Roll is published February 1.
33. **TRENDING** - The process of applying factors based upon criteria such as property type, location, size, and age, developed from assessment-sales ratio studies or other market analysis, to groups of properties to maintain uniformity of assessments at the stated uniform level of assessment.
34. **VALUATION** - The process of estimating market values for all parcels in the municipality using mass appraisal procedures which are in compliance with standard 6 of the Uniform Standards of Professional Practice of the Appraisal Foundation.
35. **VALUATION DATE** - All real property is valued as of this date. For the Village of Bronxville, it is January 1.
36. **VERIFIED PARCEL** - A parcel for which the inventory data has been field verified for completeness, corrections entered onto the inventory file, file edited by computer and corrected for any errors.
37. **WORK/WORK PRODUCTS** - The services to be performed/delivered by the contractor.

SECTION 1 - INTRODUCTION

This reassessment of all real property is the result of a decision made by this municipality to achieve more equitable assessments. It is done pursuant to Sections 301 and 305 of the New York State Real Property Tax Law (RPTL).

This document is a request for proposal for the reassessment of all real property except Roll Section 5 (special franchise) within the municipality. The contractor will be required to value all locally assessed parcels in Roll Sections 1 (taxable), 3 (state owned land), 7 (ceiling railroad), and 8 (wholly exempt). For public utility property, Roll Section 6, the contractor will provide values for all land. Advisory appraisals will be requested (from NYSORPS' State Assessment Services) for utility properties (Roll Section 6) and forestry factors and assistance (from the State Forestry Unit). Advisory appraisals requested for industrial and complex commercial properties should be requested from the ORPS' regional office. However, there is no guarantee that they will be provided due to ORPS' staffing and budget considerations. Companies will be required as part of their proposal to itemize a separate add-on price for valuation of structural and non-structural public utility property (roll Section 6) in the event that NYSORPS cannot provide the advisory appraisals.

This proposal will specify the system(s) that will be used to accomplish its goal of placing values at a uniform percent of full market value on the **2007** tentative assessment roll. The municipality intends that this project conform to the State Board's Rules (9NYCRR). A copy of the most current, applicable State Board Rules can be obtained by contacting the NYSORPS Regional Service Delivery Office, State Aid Representative, John Wolham, 263 Route 17K, Suite 2001, Newburgh, NY 12550-8310, Phone (845) 567-2648; email: John.Wolham@orps.state.ny.us.

This information is also available at the ORPS website address orps.state.ny.us

A statement of the company's intention to fully comply with these State Board Rules must be included in each proposal.

The municipality intends to solicit proposals from companies capable of undertaking and successfully completing a reassessment of approximately 1682 parcels of real property as of the 2007 tentative assessment roll, and conducting such reassessment in conformance with the State Board's Rules. The municipality intends to select a company that has a successful history of undertaking and completing real property reassessment projects.

Therefore, the company must have undertaken and completed real property reassessment projects of which any one such project must have totaled over 5,000 parcels. In addition the company must have qualified personnel on its permanent payroll staff who have direct experience managing real property reappraisal projects and who have the skills and experience to undertake major public information and personnel training programs.

Supplemental technical experience information, relating only to real property reassessment projects, is required in the proposal. Such information shall include full identification of the contracting parties, number of parcels, dates and duration of contracts, use of the NYSRPS and compliance with the State Board's Rules. The company is required to submit in its proposal a complete client list of all real property related projects with which it has been associated over the past three years. A contact person and telephone number is to be provided for each project listed.

Appendix D outlines a format for the proposal and items that it must contain. Proposals that deviate from the format or contents may not be considered.

The RFP is the minimum specification for the project. Each proposal must contain a statement that the company fully intends to comply with the specifications as found in this RFP. In no event does this preclude a company from offering goods and/or services above and beyond those specified in the RFP.

Finally, this document is in compliance with the Uniform Standards of Professional Appraisal Practice (standard 6) developed by the Appraisal Foundation for Mass Appraisal.

SECTION 2 - PROFILE OF MUNICIPALITY

The municipality is located in the County of Westchester, New York.

A municipal summary is contained on the following page. Information is also available on the ORPS website to assist the contractor in gathering pertinent information. In addition, a municipal profile can be provided by ORPS regional office upon request.

ITEM	QUANTITY
Population	6,500 (approx.)
Number of School Districts	1
Number of Special Districts	0
Square Miles	1
Current Equalization Rate	3.66% (2005)
Residential Assessment Ratio	3.03% (2005)
Homestead/Non homestead Classified Roll	No
Parcels with negotiated settlements	3 (approx.)
Number of Property Transfers/Year (RP-5217's)	75 (approx.)
Outstanding Building Permits	200 (approx.)

Year of last reassessment for municipality: 1967

Year of last data collection for municipality: 1966

Does the Village intend to apply for Approved Assessing Unit status in order to adopt Article 19 (Homestead)? Yes

MUNICIPAL SUMMARIES Table 1A #1
VILLAGE OF BRONXVILLE SWIS - 552401
2005 FINAL ASSESSMENT ROLL

PROPERTY CLASS	NUMBER OF PARCELS						
CODE USE	Roll Section 1	Roll Section 3	Roll Section 5	Roll Section 6	Roll Section 7	Roll Section 8	Totals
100 Agricultural							0
200 Residential							1,172
300 Vacant Land							33
400 Commercial, Except Condos							139
400-C Commercial Condos							0
500 Recreation							3
600 Commercial Service							41
700 Industrial							0
800 Public Service							15
900 Wild & Forest Lands							8
TOTAL ASSESSMENT ROLL							1,411

**MUNICIPAL SUMMARIES Table 1B #1
VILLAGE OF BRONXVILLE SWIS - 552401
2005 FINAL ASSESSMENT ROLL**

PROPERTY CLASS	NUMBER OF PARCELS						
CODE USE	Roll Section 1	Roll Section 3	Roll Section 5	Roll Section 6	Roll Section 7	Roll Section	Totals
210 Single Family Res.							1,156
411-C Residential Condos							5 Complexes 163 AV Units*
411-P Residential Cooperatives							26 Complexes (560Units)*
220 Two Family Res.							16
230 Three Family Res.							8
240 Rural Res. with acreage							0
241 Rural Res. (some ag. use)							0
242 Rural Res. (recreation use)							0
250 Estate							0
260 Seasonal Res.							0
270 Mobile Home							0
271 Multiple Mobile Homes							0
280 Multiple Res.							0
281 Multiple Res.							0

PROPERTY CLASS	NUMBER OF PARCELS						
CODE USE	Roll Section 1	Roll Section 3	Roll Section 5	Roll Section 6	Roll Section 7	Roll Section	Totals
283 Res. w/Incidental Com. Use							0
TOTAL ASSESSMENT ROLL							1,369

*Please see Section 4.11.5, below, concerning special valuation issues pertaining to condominiums and cooperatives, and pricing option requested of contractor for condominiums.

SECTION 3 - GENERAL RESPONSIBILITIES - MUNICIPALITY AND ORPS

The successful completion of this project depends on the cooperation of several participants and their ability to successfully complete their assigned tasks as required by this RFP. Following are the major responsibilities that must be performed by each.

3.1 Municipality

3.1.1 Project Management

The project administrator will have ultimate project responsibility. The administrator will provide general direction throughout the project and timely resolution of problems when requested by any of the following:

- Contract Administrator:
David C. Wilkes, Esq.
Huff Wilkes, LLP
Talleyrand Office Park
200 White Plains Road, Fifth Floor
Tarrytown, NY 10591
Tel: (914) 631-1500
- Contractor; and
- ORPS

The project administrator, the Assessor, will spend at a minimum 20 hours per week on this project.

3.1.2 Data Manager

The municipality will provide a person to act as data manager who will work with the contractor, be trained by the contractor and or ORPS if applicable, and who will ultimately be responsible for file control and data management. This person will spend at a minimum 7 hours per week on this project.

3.1.3 Staff Involvement

The municipality **will not** provide staff, in addition to the assessor, to assist the project contractor, at the discretion of the project administrator throughout the duration of the project.

3.1.4 Documentation

The municipality will provide timely access to all current assessment roll, tax map, and jurisdictional information, i.e., but not limited to, RP-5217 forms, wetland maps, zoning maps, zoning ordinances, special district maps, and building permits. The municipality will provide to the contractor within ten (10) days of project start up:

- two (2) copies of the tax maps; and
- two (2) copies of the assessment roll cross reference reports

Also, within ten (10) days of project start up, the contractor and the municipality will meet and determine the time frame and procedures for providing the contractor with:

- assessment roll changes;
- identification of new constructions and demolitions;
- building permits;
- sales documents (RP-5217); and
- other pertinent information.

At this meeting the contractor and the municipality will establish written procedures for allowing the contractor to have access to the inventory/assessment system and records.

Prior to field review, the municipality and contractor must agree on documentation procedures for those parcels with significant changes in value, defined as a 10% variation between the computer generated estimate and the field reviewed value.

3.1.5 Space and Equipment

The municipality will assist in locating space within the Village of Bronxville for:

- storage space;
- training areas;
- site for informal reviews; and
- adequate furnishings;

at contractor's expense, for all required activities throughout the life of the project. Suitable access to this space will be made available.

The contractor is responsible for providing its own telephone service including installation.

Contractor must provide own equipment; modems, printers, pc's, etc., to be compatible with Village equipment, including RPS V4 software and systems.

3.1.6 Property Record Cards

The municipality is responsible for all expenses related to purchasing and printing bulk copies of the appropriate data collection forms (property record cards).

3.1.7 Assessor Participation

- a) The assessor will be completely involved throughout this project.
- b) The assessor will participate in all informational meetings and attend training sessions.
- c) The assessor will provide the contractor with "local knowledge," participate in data element selection and editing, field verification, value analysis, field review, and informal meetings.
- d) The assessor will review file maintenance corrections and the collection and verification of data related to new construction, building permits, and demolition.
- e) The assessor will update all exemption amounts prior to assessment disclosure processing.

The assessor will be available during the project phases to assist the contractor as follows:

PHASES	NUMBER OF HOURS PER WEEK
Project Start Up	20
Data Collection	20
Sales File Verification	20
Valuation Testing/Production	20
Field Review	20
Informal Review Meetings	20

3.1.8 Clerical Function(s)

The municipality will perform the following clerical function(s) for the duration of the contract: Exemption Administration only.

3.1.9 Application for Advisory Appraisal

The municipality will request advisory appraisals of taxable utility property and highly complex properties. If applicable, the municipality must submit to the appropriate ORPS' regional office, a request for advisory appraisals (form RP-7021 and RP-7021A) nineteen months preceding the implementation of the reassessment. A copy of Roll Section 6 must accompany the request (ORPS delivery of advisories will be contingent upon the municipality's participation in UCARS - Utility Company Assessment Roll Standardization). In order to receive utility values the assessing unit, its agents and ORPS must, as part of the six year plan, agree to a schedule and products to be provided. Specific procedures for requesting advisory appraisals are found in Part 195 of the State Board's Rules.

3.1.10 GIS Capacity and Availability

Only to the extent compatible with RPS V4.

3.1.11 Software, if other than RPS.

None.

3.1.12 Payments to Contractors

Payments shall be made promptly in accordance with Section 8 of this RFP.

3.2 **ORPS**

3.2.1 Software, if RPS, ORPS will supply assistance with use of the software.

3.2.2 Data Collection Material

The ORPS provides:

- property record cards (see RPS fee schedule);
- data collection manuals (for a fee); and
- one copy of the data collection training lesson plan

A data collection trainers' manual, as well as 35mm slides and overhead transparencies, are made available by ORPS to the contractor for use in conducting data collection training.

3.2.3 Processing Fees

Computer processing fees are billed to the municipality and will be based on the Real Property System Fee Schedule for the fiscal year that the processing actually occurs. For projects that extend over multiple fiscal years, the most current fee schedule should be referred to when preparing budgets and expenditure plans.

3.2.4 Advisory Appraisals

Upon receipt of a request for advisory appraisals and a copy of Roll Section 6, ORPS will review existing resources and number of requests. ORPS will advise the municipality if it is able or unable to provide advisory appraisals.

3.2.5 General

The ORPS will assign a Customer Relation Manager (CRM) who will be responsible for monitoring project progress, consulting with the municipality and others and providing advice and assistance as needed.

ORPS will provide upon request:

- Statewide information through Land Information System (LIS) which would include sales data through Sales Web, municipal profiles through MuniPro, statewide assessment data through Parcel Database and GIS/Census data;
- Statewide income and expense information;

SECTION 4 - PROJECT REQUIREMENTS/CONTRACTOR RESPONSIBILITIES

4.1 Project Management

The contractor is responsible for providing professional personnel capable of successfully accomplishing their responsibilities as defined in this RFP. Minimum staffing requirements are found in Section 6 of this RFP.

The contractor is responsible for performing all project related clerical function(s) not specified as a municipal responsibility.

4.2 Project Timetable

On the following page is the proposed timetable for this project. If the company deems it necessary to alter this schedule, the company must specify any changes in its proposal. If changes are made, please note in Appendix D sample proposal in response to request for proposal.

RFP SECTION	PROJECT TIMETABLE	START DATE	FINISH DATE
4.2	Project Commencement	4/3/06	
4.3	Public Information Program (ongoing)	4/3/06	2/1/07
4.8.11	Photography/Image Option	N/A	
4.8.2	Pre-Inspection Mailer to Property Owners	4/3/06	
Appendix E	Assessor Sign Off Document #1		
4.8	Subject Inventory Data Collection	4/10/06	6/9/06
4.8	Subject Inventory Data File Editing	4/10/06	7/12/06
4.9	Sales Validation, Verification (ongoing)	4/10/06	7/07/06
4.9	Sales Inventory Data File Editing	4/10/06	7/15/06
	Collection of New Construction	4/10/06	1/15/07
Appendix E	Assessor Sign Off Document #2		
4.8.10	Parcel Inventory Mailers (rolling)	5/1/06	6/16/06
4.8.10	Production in Response to Parcel Inventory Mailers	5/10/06	6/30/06
	Acquisition of Market Data (sales/cost/income, etc.)	4/10/06	6/16/06
	Grouping of Data (NBHD analysis/delineation)	6/19/06	6/23/06
4.10	Valuation File Editing (ongoing)	4/10/06	6/23/06
4.11	Valuation Testing (ongoing)	4/10/06	7/15/06
Appendix E	Assessor Sign Off Document #3		
4.11.4	Valuation Production	7/17/06	7/21/06
4.12	Field Review of Values	7/24/06	9/1/06
4.13	Assessor Value Review with Contractor (Validation)	8/1/06	9/5/06
Appendix E	Assessor Sign Off Document #4		
4.13	Update Values on File	8/1/06	9/5/06
3.1.7	Assessor Recalculations of Exemptions	8/30/06	9/6/06
4.14	Delivery of File to Assessment Disclosure Processing Agent	N/A	
4.14	Assessment Disclosure Notice Production and Analysis	9/5/06	9/22/06
Appendix E	Assessor Sign Off Document #5		
4.14	Assessment Disclosure Notice Mailing	10/2/06	10/3/06
4.15	Informal Review Meetings (Including Field Related Activities)	10/10/06	11/3/06
4.16	Value Change Notices Production	1/19/07	1/23/07

	Produce Tentative Assessment Roll		2/1/07
Appendix E	Assessor Sign Off Document #6		
	Project Completion		2/1/07

4.3 Public Information

The contractor must conduct a comprehensive public information program designed to coordinate all activities necessary to promote public understanding, awareness, and cooperation throughout the project. The contractor must be prepared to conduct a public information campaign that includes media releases, direct mailings to all property owners, and oral presentations. Individual presentations will be directed to taxpayers, local officials, businesses, and civic groups so that they may better understand the scope and objectives of the project.

Contractor to design a public relations program and specify times, format and other specifics of the program for:

- contract signing
- public information meeting schedule
- general project information
- data collection
- inventory mailer
- assessment disclosure
- project status updates

The contractor will conduct the prescribed meetings at various locations throughout the municipality.

All public information activities should strive to emphasize the responsibilities of the various participants, the methods to be employed during the project and the overall goals of the project. At a minimum, the following points should be addressed as often as possible:

- significance of real property tax;
- necessity of project;
- purpose and methods of project;
- role of municipality and assessor;
- role of project contractor;
- role of ORPS;
- necessity of data collection;
- caliber and training of data collectors;
- cooperation of parcel owners is key to success;
- assessment disclosure aspect throughout the project; and
- ongoing nature of system

The contractor will provide, in the proposal, a detailed outline and schedule, by project phase, of the intended public relations endeavors.

The contractor should include in their proposal (or bring to the company interview) sample press releases and brochures/pamphlets used in previous projects conducted by the firm. If the company is selected, these materials may be used to

develop a comprehensive public information campaign for this project.

4.4 Local Staff Training

The contractor is responsible for training local staff, in such a manner that, at the end of the project, appropriate municipal staff will be knowledgeable in the operation of those phases of mass appraisal assigned as a contractor responsibility. The contractor is also responsible for training personnel under its control in order to maximize their usefulness.

The contractor is responsible for conducting a thorough, effective, and documented training program for:

- data collectors;
- municipal staff;
- assessors; and
- boards of review

The minimum standards for conducting training will include the following:

Lesson Plan - Outlines and lesson plans for training for all aspects of the project which shall describe the material to be presented and the techniques to be used.

Training Manual - A comprehensive reference tool depicting the substance of the lessons to be given with, at least, definitions, applicable illustrations, explanations of computer assessment administration concepts and necessary flow charts.

Schedule of Training Sessions - A detailed outline which specifies dates, sites and content of each class necessary to be conducted within the framework of this project.

This information will be provided to the project administrator for approval prior to any training session taking place.

In its proposal, the company will provide a general training schedule that it intends to follow during the project. However, within fifteen (15) working days of contract execution, the selected contractor will provide a training plan for data collectors. Also, within twenty (20) working days of approval of a contractor work plan, the contractor will provide a detailed training plan and schedule for the remainder of the training responsibilities. Municipal personnel must be permitted to participate fully in all training activities.

4.4.1 Data Collector Training

It is imperative that data collectors are appropriately qualified and also sensitive to the concerns of Bronxville homeowners in regard to data collection procedures. The contractor shall specify the level of qualifications and credentials of data collectors employed for this project and assure that all data collectors have been engaged in similar employment in at least two municipal-wide reassessments previously. As such, training for data collectors should be minimal

4.4.2 Training of Municipality Staff & Local Assessors

The contractor is responsible for training municipal staff and assessors so that they can routinely interface with assessment administration modules as they relate to the company's involvement and be familiar with the basic concepts of valuation by the end of the project. Formal training will include, but is not be limited to, such topics as:

- data collection;
- valuation;
- field review;
- RPS file maintenance procedures;
- file control concepts of the system; and
- income and expense data analysis necessary to maintain a current "valuation factor file"

In addition, the contractor will provide on-the-job training in the practical application of file maintenance for the municipality's data manager and assessor. This will enable them to become aware of the practical application of assessment administration.

The contractor will provide the assessor with sufficient on-the-job field review training, after completion of the field review workshop specified above. Within one month of the start of field review, the contractor must have individualized follow-up training for assessor's staff. During the field review phase of the project, the contractor must allocate time in conjunction with the project status meetings to answer individual field review questions.

The contractor may offer additional training or workshops as part of its proposal on a per diem basis.

4.4.3 Board of Review Training

The contractor is responsible for providing the board of review with:

- an overview of the reassessment project;
- the basics of mass appraisal;
- familiarization with the valuation concepts used;

- field review procedures; and
- valuation/field review reports

This training will be conducted in a classroom environment and consist of a minimum of four hours.

4.5 Data Processing

4.5.1 Hardware

The valuation phase will be carried out using municipal computer on site or on the contractor's hardware with no charge for computer usage to the contractor. All costs for outside valuation processing, if applicable, are to be paid by the municipality.

4.5.2 Software

ORPS' computer programs may not be modified without permission of ORPS. New programs will not be written and existing non-NYSRPS programs will not be used for this project without the permission of the project administrator. Existing contractor software developed for personnel and financial management of the project shall not be subject to this provision.

4.5.3 Scheduling

If printing is to occur at an ORPS' regional office, the contractor will be requested to submit to ORPS, for approval, weekly forecasts of anticipated computer usage, one week in advance, to assure printing time.

4.6 **Tax Map Data**

Detail the Status of Tax Maps

Tax map errors may be discovered during the data collection effort. These errors are to be reported to the project administrator by the data collectors as they are discovered. The project administrator will furnish the contractor with tax map inventory changes as determined in Section 3.1 of this RFP. In its proposal, the company must explain how errors in tax maps found in the field will be recorded and reported.

4.7 **Taxpayer Inquiry**

Contractor personnel, familiar with the entire project, must be dedicated to the function of resolving taxpayer inquiry and complaint follow-up. All taxpayer inquiries and complaints must be fully documented and responded to.

At a minimum, the following will be forwarded to the municipality:

- name of inquirer or complainant;
- time and date of inquiry/complaint; and
- the response to the inquiry or complaint

4.8 **Subject Inventory Data Collection**

4.8.1 Verification and Collection

All data collection is to be conducted in accordance with Volume 6 of the Assessor's Manual published by ORPS.

The contractor will conduct an on-site inspection as defined by the State Board's Rules of all parcels to be valued within the scope of this project.

The collection of parcels is to be conducted by the data collection crew to be hired and trained by the contractor.

4.8.2 Collection Instrument

The standard ORPS property record card will be used in this project; RP-3100 for residential, farm and vacant, and RP-3105 for commercial, industrial and public utility parcels.

Property description data in the project will be of two types: "front-loaded" data and field collected data. The "front-loaded" data currently exists for each parcel, in machine-readable form, and must be placed on the data collection card prior to data collection. This data will be resident at the parcel level in the RPS format. This data includes, at least, the following items:

- parcel ID (parcel key);
- owner name;
- owner address;
- parcel location;
- property class code; and
- parcel size

A notice detailing the purpose of the data collection project is sent to each property owner at least one week prior to the commencement of data collection activities. This notice shall detail the general procedures to be used in the data collection effort and specifically outline the procedures that will be followed if no one is at home during the first entry attempt. At the discretion of the municipality, a procedure for property owners to refuse all access to their property must be included.

4.8.3 Parcel Entry

The contractor will attempt to perform a complete interior inspection of all improved properties. The data collectors are required to indicate whether entry was made. Where entry is made, the contractor will attempt to secure the signature of an owner or adult occupant. (If no one is at home the data collector must leave notification of the visit or must notify owner by mail within ten (10) days.) The Data Mailer cannot be used for this notification. Instructions on how the occupant may set up an appointment for an inspection are to be supplied.

In the case of total refusals, signatures should be obtained and a list of all such refusals will be given to the project administrator for assistance in gaining entry.

At least two (2) entry attempts (initial attempt and one callback) are required in all cases where entry, except for outright-signed refusals, has not been made. The second attempt must be made either in the evening (after 6:00 pm) or on weekends.

After two (2) unsuccessful entry attempts have been made, the contractor must forward a notice to the parcel owner, of attempted entry that details a procedure whereby the owner may schedule an interior inspection with the contractor. The Data Mailer suffices as this notice. A list of those parcels for which there was no affirmative response must be given to the project administrator for a final entry attempt.

The Contractor will maintain a summary record for each property detailing what was done for each inspection or denial of entry.

4.8.4 File Creation and Maintenance

Inventory data records are to be created and or corrected within ten (10) working days after the last required visit to the property or refusal. Documents for parcels that are data collected are to be manually verified for completeness and computerized.

The contractor is responsible for the data collection of all parcel changes that are reported to the contractor prior to taxable status date of the implementation year. Examples are changes due to:

- parcel splits;
- parcel merges;
- demolition;
- fire; and
- new construction

The project administrator is responsible for the reporting of such changes to the contractor as agreed upon in Section 3.1 of this RFP.

All parcels will be edited and file maintained prior to Data Mailer production. At that time, a complete set of edit reports is to be given to the municipality and ORPS.

Data Mailer discrepancies must be resolved and corrections made to the inventory file prior to valuation testing.

Throughout the project, the contractor will make available, upon request, all edit reports and subsequent output reports to the project administrator and ORPS.

4.8.5 Parcel Improvement Sketches

Sketches for all improved parcels will be done on the data collection form in a manner prescribed in the ORPS' Assessor's Manual Volume 6 data collection manual. A plot plan must be submitted for those complex parcels as listed in Appendix B.

4.8.6 Data Collectors

The minimum number of data collectors and crew chiefs to be employed for the project shall be sufficient to collect the required data items within the time scheduled. Crew chiefs are primarily responsible for the recollection and/or field verification of data collected by the data collectors. The crew chief's functions include monitoring and ensuring the quality, consistency and accuracy of all data. A ratio of not less than one crew chief for every five data collectors must be maintained.

Contractor shall specify whether on-site tablet entry of data will be used.

Housing stock in the Village of Bronxville is quite unique and generally at the highest end of home values in the United States. It is imperative that data collectors are appropriately qualified and also sensitive to the concerns of Bronxville homeowners in regard to data collection procedures. The contractor shall specify the level of qualifications and credentials of data collectors employed for this project and assure that all data collectors have been engaged in similar employment in at least two municipal-wide reassessments previously.

4.8.7 Data Quality Control

Each crew chief will be required to field verify twenty-five (25) of the first one hundred (100) residential parcels and ten (10) of the first one hundred (100) parcels in the farm, commercial and industrial categories which have been collected by each data collector within 30 days from the start of data collection for each collector. Waiver of this requirement is possible as stipulated by the State Board's Rules (NYCRR 192-3). The documented results of this verification of data must be reported to the project administrator and the ORPS and the reason for any differences must be determined immediately.

In all cases where an individual or group of data collectors is collecting data erroneously, due to lack of skills, the collector(s) must be recalled for intensified retraining or termination. The work of those collectors who have been retrained must be field verified at a frequency of one (1) out of every five (5) parcels for the next fifty (50) parcels. Continued failure to collect data properly after retraining will constitute cause for dismissal of the data collector. In all cases where the reason for collection differences is based on the failure of a collector to carry out his/her duties, that collector will be promptly terminated.

Upon return from the field, each data collection instrument is to be visually checked by contractor office staff for completeness and legibility. Insofar as possible, that check and any follow-up clarification will be gained from the data collector on the day following the return of the card from the field. In addition, Data Mailers as described below will be an integral part of the quality control. The quality control must include a procedure for remedying any failures or discrepancies in the accuracy of the data as revealed by the field verification of

data, or brought to the attention of the contractor by other knowledgeable persons.

The company will include in the proposal, a detailed quality control program. In addition to the previously mentioned criteria, the program must include a comprehensive weekly reporting procedure to the municipality that details collection staff, each collector's work, municipal level progress summaries and estimates for the upcoming week.

4.8.8 Vacant Land

All vacant lands are to be listed on the appropriate property record card with appropriate land breakdown.

4.8.9 Public Utility Parcels and Ceiling Railroad Parcels

The contractor shall collect the land data items using form RP-3105 for parcels in the public utility category, if the assessing unit indicates that the full value produced by the advisory appraisals of public utility property provided by the State Board will be used in the reassessment. If such advisory appraisals will not be used, a set of data items must be collected and recorded that are necessary, and material to estimate the full value of the public utility parcels, including a detailed inventory of all improvements classified as real property for which a replacement cost less depreciation can be estimated.

The contractor shall collect the land data items and all structural properties using form RP-3105 for ceiling railroad parcels. Non-structural property, including trackage, shall be collected according to the procedure described for the valuation of unique and highly complex parcels.

4.8.10 Data Mailer

Taxpayers will also play an important role in monitoring the quality of data collection. Upon completion of the process (defined as a parcel which has been data collected in the field, manually verified for completeness, entered onto the inventory file, computer file edited and all corresponding errors corrected), data mailers will be sent to owners of each parcel of property in the residential, farm, and vacant categories. The mailers, which will consist of a selected property description as collected by the contractor, must be sent in sufficient time to allow for resolution of inquiries prior to use. A cover letter that explains the purpose and content of the mailer, and the procedure whereby the property owner may schedule an appointment for collection should be included with the mailer. Production of these notices, as well as folding and envelope stuffing, if required, will be a contractor responsibility.

Upon completion of data collection of the parcels in each of the other property classification categories within the municipality, a notification, by mail, will be sent to each of these parcel owners that the data items collected may be reviewed at a

stated time and place within the municipality. Commercial data mailers available in the RPS system may be substituted for this notification requirement. Again, the mailers must be sent in sufficient time to allow for resolution of inquiries prior to use.

Taxpayers will be asked to review the property inventory data descriptions and report any discrepancies. Mailer returns will be sent to the contractor for analysis. The contractor will resolve all data problems as indicated by taxpayers' responses prior to commencement of valuation activities. Telephone inquiries as a result of data mailers are the responsibility of the contractor.

The contractor will mail a questionnaire to owners of commercial/industrial property, prior to or concurrent with the inventory mailing, which will request all appropriate income and expense information.

4.8.11 Photography/Image

The photography image aspect of the project is seen as an opportunity to enhance the quality of data, supply an additional tool for the review of values and to increase the public's confidence in the project. To help attain these goals, the following guidelines have been prepared.

To insure the quality of the images: Each image is to be identified by the appropriate Section, block and lot number. Each image shall be sharp and the dimensional sides of the structure clearly defined. Where possible, the structure captured must fill at least fifty (50%) percent of the horizontal frame. No more than one structure shall be contained in each image except in those cases where an attached or semi-attached garage is present. Wherever possible, the image must depict the front and side view of the structure (the length and width). The structure should not be obstructed.

The contractor shall provide to the project administrator, in batches, the images (photos, video) for review. The project administrator must review and accept or reject the images within 30 days of receipt. The project administrator will review the images for quality, sharpness, accuracy, and that the structure is clearly defined.

There must be an accurate link between the image and the parcel. Therefore, the companies, in their proposals, shall include: A description of the equipment to be used and discuss the method of identification used to insure the link of images to corresponding parcels. The initial parcel imaging shall be completed before field review, in order to provide the municipality/contractor the opportunity to review the image and linkage to the parcels. The images shall be used as an additional quality control measure during the field review process.

The company shall, in the proposal, outline the procedures to be carried out for the security and backup of all images. The company must provide a detailed list of all equipment and associated cost, i.e., hardware, software, imaging devices, which will be utilized at the municipal level for viewing, printing images, and updating. The company shall provide an outline of the training program for municipal staff in the implementation and operation of the image system as well as a description of the procedures and the associated cost with updating the image file. The company must describe its procedures for linking the image file to an assessment file. These procedures should be congruous with IBM compatible microcomputers (both stand alone and network) and mainframes. All copyright and ownership rights to the completed image file must be fully and explicitly disclosed.

4.9 Sales Inventory Collection and File Creation

The contractor is required to collect and verify the data for those parcels located throughout the municipality that have sold since 1/1/03 and for all sales occurring until taxable status date.

For parcels where inventory as of date of sale differs from subject inventory a separate inventory card for the sale parcel must be completed.

The contractor is required to produce a machine-readable data file for valid arms-length sales, describing inventory status **as of date of sale**.

4.10 Data Edits

The contractor will submit to the project administrator and ORPS a list of the proposed edits prior to file editing. ORPS will advise the project administrator as to the applicability of these edits and the final edits will be mutually agreed upon by the contractor, the municipality, and ORPS. These edits will remain frozen until a change becomes necessary and has been agreed upon by the three parties. The contractor will be responsible for resolving all errors that result from the edit runs. It is the contractor's responsibility to provide a complete inventory file for valuation that is as error free as possible. This inventory file must be available to the municipality prior to valuation being done. In the event that the data inventory file shows unacceptable levels of inventory discrepancies, ORPS reserves the right to withdraw support for this project.

The contractor will submit to the municipality a copy of the output reports from the valuation edit program. The contractor will resubmit to the municipality a copy of the error reports from the final run of the land, cost and commercial edit programs prior to valuation.

4.11 Valuation

Computer-generated values, to be reviewed in the field, will be produced by the contractor, for all properties, as defined in the RFP, utilizing the Mass Appraisal techniques.

The contractor must provide the municipality with an overview of the valuation methods used on this project. This will include a written summary of the land

methodology used for each neighborhood, a depreciation schedule for all improvements (so that buildings can be costed in the field if necessary) and time trend documentation, market coefficients and comparable selection points.

Contractor will utilize a minimum of four comparables for each property.

Contractor will specify each of the valuation approaches to be utilized.

4.11.1 Residential/Vacant

The market value approach and the replacement cost approach will be the primary methods of valuation for these properties. Computer-assisted valuation for residential and vacant parcels will take place after all edits on the subject and sales inventory files are addressed. This function can be separated into three phases.

The first phase of the valuation process is the valuation of land. This phase requires extensive analysis of the sales base as well as input from the assessor. The contractor, with assistance from the assessor, determines unit land values for all types of land within the municipality. The contractor enters these into the land tables of the land value extension programs. Values must be computed for each separate land use classification associated with each parcel.

The second phase of the valuation process employs the replacement cost approach. The contractor utilizes the sales base to validate the cost and depreciation schedules used in the cost programs, modifying these schedules where necessary.

The third phase of residential/vacant valuation will employ the comparable sales approach using the sales that have been identified and verified for the municipality.

For properties where sufficient sales information exists, the contractor will develop preliminary market valuation models. However, before any valuation testing begins, a list of all sales to be used must be reviewed with the project administrator. Sample properties will be valued and the results are to be reviewed by both the contractor and the municipality. The model(s) must be adjusted and the sample rerun until optimum results are obtained. All models will be subject to review by ORPS for statistical and logical accuracy.

4.11.2 Commercial/Industrial

The commercial/industrial valuation module of the NYSRPS or an equivalent system that incorporates market, income, and cost valuation techniques will be used. The municipality and the contractor, with the advice of the ORPS, will mutually agree on the amount of income and expense data that is complete and representative of the universe of commercial/industrial properties.

4.11.3 Unique and Highly Complex Parcels

The project administrator and the contractor will attempt to isolate the unique parcels and highly complex properties at the outset of the project. Appendix B contains a list of known unique and highly complex properties.

If the property cannot be valued using a computerized mass appraisal system, the contractor will assign an appraiser to apply appropriate appraisal methodology, and a brief, 2-3 page limited summary narrative appraisal for these parcels.

The key elements that are to be shown in the limited summary narrative appraisal are:

- a) a complete inventory including copies of property record cards;
- b) sketch;
- c) photograph(s);
- d) description of property;
- e) delineation of the area;
- f) land valuation;
- g) cost valuation;
- h) market approach, if appropriate;
- i) income approach, if appropriate;
- j) correlation of values; and
- k) reference manuals used

4.11.4 Valuation Reports

Throughout the scheduled valuation, copies of valuation processing summary reports are to be given to the project administrator within three (3) workdays of report production.

This includes reports from the market valuation programs (5-10 page samples, weights and coefficient adjustments only). Also, a copy of any other valuation reports run must be given to the project administrator.

Additionally, all Residential, Farm and Vacant (R/F/V) parcels valued through the valuation system, utilizing the market value approach, must have an accompanying valuation report showing a selected description, to include all appropriate value items as indicated in the sales analysis, for each subject and comparable sales parcel. At least three (3) of the most comparable sales are to be identified for each subject parcel. If utilized a model estimate and weighted estimate are to be shown for each subject parcel.

All commercial and light industrial parcels valued through the market and income system must have an accompanying valuation report showing a description of the parcels' uses by square feet or units and up to three estimates of value: market, simple mortgage equity capitalization of income, and the Ellwood capitalization of income method.

4.11.5 Condominiums and Cooperatives

Pursuant to New York State Law, each cooperative complex receives a single assessment and shall be valued pursuant to an income approach to value (utilizing hypothetical rental income), analogous to valuation of an apartment complex, as if the complex were not owned in cooperative form. In addition to providing such valuation, Contractor should additionally provide the municipality with a spreadsheet indicating a proportional breakdown of unit values from said total value for purposes of exemptions and other administration.

Pursuant to New York State Law, condominium complexes in the municipality are currently also valued pursuant to an income approach to value, however each unit receives an individual assessment (in contrast to cooperatives). Following a revaluation and approval of same by ORPS, municipality will have the option to consider assessing condominium units (not cooperative units) as if they were residential property (Class 210-C) and not subject to the income approach but rather according to actual market value of the units. Contractor's proposal shall assume that condominium units will be individually valued/assessed based on the current income approach to value as if the complex was not held in condominium form. In addition to the income based valuation, the Contractor must also provide sale based values for the residential condominiums.

However, Contractor should include in its proposal an option – with itemized pricing – to provide the municipality with condominium assessments based on a market value approach as well in the vent municipality determines to opt to classify condominium units as residential property.

4.12 Field Review

The contractor is responsible for 100% field review of all value estimates including vacant land and wholly exempt properties. Field review is to be conducted from the nearest public road or public right of way from which the property is visible. Field review is to be completed by a qualified field reviewer in accordance with the Field Review Manual published by ORPS. Parcels are to be valued as of the valuation date for the tentative roll.

Contractor shall specify the qualifications of field reviewers, especially as pertains to specific property types. See definition on Page 9.

Final values are the responsibility of the municipality's assessor. However, it is understood that the contractor must have the ability to exercise judgment in making final value estimates. The contractor, when changing machine-generated value estimates, must enter the proper explanation on the field review document. Typical explanations would include data inaccuracies, unique subject property, assessor override, etc.

The municipality and the contractor, prior to field review, must agree on

documentation procedures for those parcels with significant change in value, defined as a 10% variation, resulting during field review from the computer generated estimate.

Prior to informal review meetings the contractor must record on the field review document all value changes that occur due to data error, and reflect the data changes on the data file for that parcel.

The assessor must make every effort to participate fully in the field review process. It is imperative that the municipal officials attain a complete and thorough understanding of field review in general, and more specifically, the determination of value process.

4.13 Assessor Value Review

Assessor(s) should be involved in the review of values throughout the field review phase of the project. All contractor-produced values are to be entered on the data file and given to the assessor for final value review prior to the assessor value review date specified in the project timetable of this RFP.

Since the defense of values will be the responsibility of the contractor, any requests for changes to the contractor's values must be made in writing to the contractor. The assessor's value and the appropriate assessor override code designating the reason for the change must be applied to the mechanized file. This relieves the contractor of any responsibility to defend such changes.

4.14 Assessment Disclosure Processing

The contractor is responsible for producing assessment disclosure notices to be sent to all taxpayers. In accordance with RPTL Section 511, assessment disclosure notices must be mailed sixty (60) days prior to tentative roll date. A minimum of 20 workdays to accomplish this processing, therefore, the municipality must deliver a computer file to the county/contractor (complete with value entries for all parcels in all roll sections) by the date specified in the project schedule. The municipality is also responsible for providing a prior year assessment computer file in addition to verifying the prior year, extended roll totals, the levy rates, and the total tax levies to be used.

4.15 Informal Review Process

All taxpayers have a right to an informal review. All taxpayers who make an appointment within the agreed upon time period will receive a meeting to discuss the preliminary value. The Contractor must inform taxpayers at the meeting that a notice of results will be mailed to them. The informal review process is the responsibility of the contractor. The contractor will provide staff to receive taxpayers' telephone calls, answer questions and set up appointments by telephone for meetings. The contractor must use experienced field review staff for these

meetings and for fieldwork related to taxpayer inquiries. This includes the responsibility of re-inspection and data correction processing to the assessment/inventory files.

Scheduling of evening/weekend meetings, in addition to the daytime schedule, will be required. Meetings will be pre-scheduled by telephone and held at sites to be determined later.

The Contractor(s) must inform the taxpayer at the time an appointment is made and at the start of each informal review meeting, that the purpose of the informal review meeting is to explain how the preliminary value is set; that no decision regarding a property's value will be made at the time of the informal review meeting; and, that a notice of the results will be mailed to the taxpayer after the information presented and any follow up investigation has been reviewed.

The contractor must provide the municipality with an analysis of, at least, the following:

- number of grievance interviews;
- number of grievances resolved in session;
- number requiring "in-field" follow-up;
- number requiring inventory changes; and
- amount of assessed valuation changed, by property type

4.16 Value Change Notice (Section 511 Notice)

As a result of value changes made, during the informal review phase, the municipality is required to send out a change of assessment notice to the owner of all parcels where a meeting was conducted or where a value has changed between the issuance of the assessment disclosure notice and the tentative assessment roll. The **contractor** will be responsible for envelope stuffing, postage, and mailing of the notices.

4.17 Formal Defense of Values

During the formal grievance period, resulting from the publication of the tentative assessment roll, the municipality will be responsible for all aspects of the review and defense of the proceedings.

4.18 Project Status Control

The successful completion of this project depends upon proper coordination, planning and management throughout its duration. Therefore, the contractor must:

Provide weekly written summaries of project status to the project administrator and ORPS. These reports will present accurate up-to-date project status; specifically contractor progress, possible problem areas, remedial measures that are being undertaken, overview of contractor staff participation, and training provided to municipal staff.

Provide monthly written reports containing the same type of information as the biweekly reports. This report shall be sent to the project administrator, and to ORPS.

Attend meetings, held on a bi-weekly basis, with the project administrator to review project developments, resolve problems, interpret contractual requirements, review billings, and provide project continuity. The project director, appropriate staff, and ORPS will attend these meetings.

Attend meetings, held on an as needed/requested basis, with the project administrator. These meetings will be similar in content and conduct to the bi-weekly meetings. The project director, appropriate staff and ORPS will attend these meetings.

Provide miscellaneous written reports regarding specific project developments, as they arise, to the project administrator.

4.19 Submissions for State Aid/Value Verification

The contractor assembles and provides documentation required for value verification as outlined in the memo of understanding. (See MOU)

4.20 Mass Mailing and Postage

The contractor is responsible for providing paper, envelopes, and postage (first class) relative to mailing of:

- pre-inspection letters;
- data mailers, including cover letters;
- request for commercial income and expense statements; and
- assessment disclosure notices necessary for this project

4.21 Data Entry

The contractor is responsible for providing data collection and valuation related data entry services as necessary.

The final output of the data entry device must be on media that is machine-

readable at the file creation site. The media is to be provided by the contractor.

The contractor may opt to utilize an on-line update feature and place the data inventory changes directly onto the inventory file. This procedure satisfies the requirements of this section.

4.22 Option – Updating of all Values for 2008 Roll

In order to maintain the level of assessment equity reached as a result of project activities for the 2007 roll, Contractor shall specify, as an optional addition to the contract, the valuation and data collection procedures that would be employed should the municipality seek an updating of values for the purpose of producing a 2008 tentative assessment roll at 100% of market value. Contractor shall further specify the latest date as of which the municipality may notify contract of municipality's desire to exercise this option.

Contractor shall itemize and specify the cost of this option.

SECTION 5 - DATA SECURITY

The contractor is responsible for establishing and maintaining appropriate methods to store and transport all project data in a manner that will ensure minimal data loss.

Each company will submit a plan for data security in its proposal.

The contractor will be responsible for copying each master data file, on a monthly basis, and storing it in an off-site location that will ensure safety of the files. The transactions, necessary to update the data files, will be kept on appropriate data storage media until the updated master file is copied. This will be in addition to the normal daily and weekly archiving, the results of which need not be stored off-site.

The contractor shall not keep, copy, use or take away from the municipality any document, paper, computer output, or other material to which the contractor obtains access during this project. The contractor shall not at any time reveal to any person outside the scope of this project any proprietary or confidential information of which the contractor gains knowledge during this project. The contractor shall, at the termination of the project, return to the municipality all identification badges, keys, or other access devices issued by the municipality and shall not copy or use any such devices in any manner except as specifically authorized by the municipality.

SECTION 6 - CONTRACTOR PROJECT STAFFING

The contractor must provide competent professional and technical personnel who are capable of accomplishing the required work. The company will, in the proposal, describe the organization structure that will be used to manage this project and will include a complete organization chart. All management and technical personnel that the contractor will use for the project must be approved by the project administrator prior to assignment and must be named in accordance with the following:

6.1 Project Management and Technical Staff

Contractor staffing for this project should include, at a minimum, the following:

Management Staff

- Project Director
- Data Collection Supervisor
- Data Management Supervisor
- Office Manager
- Public Information Officer

Technical Staff

- Data Collectors
- Crew Chiefs
- Personnel who will be responsible for assessment, inventory and valuation processing
- Personnel with residential/farm/vacant valuation responsibilities
- Personnel with commercial valuation responsibilities
- Personnel with training responsibilities
- Qualified Field Reviewers
- Taxpayer Inquiry Specialists

The contractor must make at least one technical person available for assessment/inventory processing, as needed, throughout the project. At least one person, skilled in the operation of the valuation programs, will be required during the valuation phase of the project.

A minimum of the project director, one technical person, and sufficient appraisal staff will be required to provide services as needed.

The name of the individuals who will direct, supervise, and furnish technical assistance; their qualifications, the staff days each will spend on the project, the time each will be spending on other concurrent projects, and a list of the most recent projects in which each has been involved, identifying the capacity in which they were employed, must be in the proposal.

6.2 Staffing Changes

If the contractor needs to make a change in staffing, the contractor must notify ORPS and obtain approval from the project administrator. The contractor must make every effort to maintain the specified staff or staff with equivalent training and experience. The contractor cannot be responsible for personnel changes beyond its control.

SECTION 7 - DELIVERABLE PRODUCTS

The contractor will be responsible for the delivery of the following products according to the project timetable and will specify delivery dates for each of the following:

- Project status reports produced throughout the project;
- Training lesson plans, timetables, dates of training, attendance rosters, and assessor sign off on training components;
- Sample sales verification letter/mailer for Assessor sign off;
- Sample income & expense questionnaires for Assessor sign off; originals of all returned forms;
- Sample inventory data mailer for all property types for Assessor sign off; originals of all returned forms;
- A data collection form with sketch (and photograph/images, if this option is selected) for each parcel;
- A copy (computerized or paper) of all valid sales used in valuation effort and all documents required in Section 4.9;
- A report of failures and discrepancies in the accuracy of data items collected, as revealed by the recollection of data items by field supervisors/crew chiefs and a report of the remedial action taken;
- A report of all tax map discrepancies found;
- Neighborhood map for all residential and non-residential neighborhoods/valuation groupings along with a narrative that defines each neighborhood or grouping;
- Valuation processing outputs including all selected options used for regression and comparable sales routines (computer file and paper copies); also including, but not limited to, a copy of control cards for land, cost, market and income;
- All manual and computerized reports that support values and valuation formulae including but not limited to: sales ratio studies, CAMA models, unit price analyses (i.e., \$/sq. ft., \$/acre, etc.);
- A computer-produced comparable sales report for each R/F/V parcel valued using the market approach; a copy of all comparable sales reports must be provided to the municipality prior to the start of field review in order to aid the assessor in reviewing the computer generated values;

- A computer-produced market and income report for each commercial parcel valued in valuation; a copy of all market and income reports must be provided to the municipality prior to the start of field review in order to aid the assessor in reviewing the computer generated values;
- A field review one-liner for each parcel appraised (R/F/V and commercial);
- A copy (computerized and paper) of the valuation factor file or equivalent used to produce commercial market and income values (to include but not limited to: gross income per unit, vacancy rates expense ratios and capitalization rates); all income and expense data used to produce the valuation factor file including (but not limited to): questionnaires returned by commercial property owners, market, lease and/or sales data used from within or outside of the municipality and copies of any published market data used;
- Land schedules and sales analysis documentation used in the land valuation effort;
- A written overview report of valuation methods used;
- A limited summary report for each unique or highly complex property;
- A cross reference of values, i.e., a listing of estimates of values for each parcel as of tentative roll;
- Original field review documents for all parcels including cost, comparable sales information and market and income information with field notes justifying all adjustments from the machine-generated estimates;
- A report of the reasons for significant changes made to machine-generated estimates of value resulting from field review, and all changes resulting from informal review meetings with taxpayers or any other action by, or on behalf of, the municipality;
- A preliminary municipal master file containing all preliminary assessments and all inventory used as the basis for the preliminary assessments for the purpose of assessment disclosure production and ORPS' analysis (if the municipality or the vendor are not using RPS V4 for processing, this file must be made available to ORPS in an RPS V4 compatible format);
- As of tentative roll, a sales ratio study showing the ratio of sales to assessed values of recently sold parcels in the assessing unit (see glossary for definition of ratio study), plus any other analyses used to validate the tentative assessments;
- A report on the disposition of all taxpayer complaints and informal reviews;
- The following programs will be run in the prescribed sequence in order to assure that the subject and sales inventory data and associated output reports turned over to the

municipality are as clean as possible:

Inventory Editing - A program which performs standard and/or user defined cross edits (see Section 4.10) on the residential and commercial inventory files. The output report must show that all possible edit errors have been resolved, or else maintain the master files to resolve errors and re-run until all edit errors have been resolved; and

Sale/Subject Mismatch - A program which compares the subject inventory to sale inventory and displays mismatches. The output report must show that all erroneous mismatches have been resolved, or else maintain master files to resolve errors and re-run until all possible edit errors have been resolved. Copies of these files must be available to the municipality prior to final valuation production;

- One copy of the municipal master file, complete and up-to-date, used to produce the tentative assessment roll as described, including inventory for all parcels used as the basis for the assessments analysis (if the municipality or the vendor are not using RPS V4 for processing, this file must be made available to ORPS in an RPS V4 compatible format);
- One copy of all the documentation and application(s) prepared for the municipality for submission to ORPS for applicable state aid reimbursement; one copy of all documentation prepared for ORPS as part of its value verification process; and
- Training for municipal assessment staff and board of assessment review as specified in this RFP has been completed as evidenced by attendance logs and sign-in sheets.
- All items specified in the "Project Verification Documentation" attachment of the Guideline for the Annual Aid Program (aka Guidelines for Annual Reassessment) must be provided to ORPS' Customer Relation Manager as soon as each becomes available to the Assessor.
- In the event municipality exercises its option to seek an updating of all values for the tentative 2008 assessment roll, all items specified by Contractor pursuant to Section 4.22 herein.

The contractor's work shall be considered to be complete and meeting final acceptance when all of the items mentioned above in Section 7 are delivered to the project administrator and are certified as complete and accurate by the project administrator; in the event the municipal option described in Section 4.22 is exercised, contractor's work pertaining to said option shall be reviewed and considered separately and shall be determined as meeting final acceptance when all of the items specified by Contractor pursuant to Section 4.22 are delivered to the project administrator and are certified as complete and accurate by the project administrator.

Within 30 days of receipt, the project administrator must notify the contractor in writing that

the contract is complete or supply a list of missing deliverables. The number of copies of final computer data files and program work flow (paper copy) will be limited to one machine-readable copy of each. System documentation and completed data collection instruments will be limited to one (1) copy. Copies of written materials, such as work plans and reports to be furnished to the municipality which is considered suitable and necessary in the opinion of the municipality's project administrator will be delivered. The contractor will retain copies for one year of any work products that have been approved by the project administrator. During this time frame, these products will be available at no expense to the village.

SECTION 8 - PAYMENT SCHEDULE AND PENALTY

This is a **fixed price** contract, time of the essence. Proposals submitted, other than fixed price proposals, will not be accepted. Each proposal shall include a payment schedule that shows deliverable products at easily identifiable stages of the project consistent with the Project Time Table in Section 4.2. Payment shall be made to the company, according to the agreed upon schedule, for the pro-rata share of the itemized cost of each task and phase of the project based on the percentage of completion of that task or phase. The schedule is to adhere to the following criteria.

The contractor will submit an itemized bill to the project administrator. This bill is to be discussed at the next regularly scheduled status meeting. The project administrator shall review submitted vouchers within two weeks of receipt. The project administrator must notify the contractor, in writing within an additional 10 business days, of any item or portion of an item that is incomplete, not in conformance with the contract, or erroneous. If the project administrator certifies that the project is progressing satisfactorily in accordance with the project timetable (Section 4.2 of this RFP), payment for the uncontested items will be made to the contractor representing seventy-five percent (75%) of the amount billed. The remaining twenty-five percent (25%) will be retained by the municipality. The entire amount so retained will be paid to the contractor within thirty (30) days following satisfactory completion of the terms of the contract.

If the project administrator determines that, due to the fault of the contractor, the project is not progressing satisfactorily on schedule, an additional forty percent (40%) of the bill will be retained. The project administrator will provide the contractor with written justification for the additional retainage and define an acceptable resolution to the situation. If the problem has been rectified to the satisfaction of the project administrator within thirty (30) days, the forty percent (40%) will be paid at that time. If the problem is not rectified within the thirty (30) day calendar period, the project administrator will immediately determine whether the forty percent (40%) will be retained until thirty (30) days after satisfactory completion of all terms of the contract; or, whether the municipality will exercise the option of having the work satisfactorily completed at its own expense and the cost thereof deducted from the retainage.

SECTION 9 - CONTRACTUAL REQUIREMENTS

The following constitute legal and insurance obligations with which the contractor must comply and which constitute the minimum of said requirements to be incorporated in the revaluation contract.

9.1 State Board's Rules and Procedures

The contractor must affirm that it will conduct this project in strict compliance with the State Board's Rules and procedures.

9.2 Employment Requirements

The contractor shall comply with all the applicable provisions of Federal and State laws, rules and/or regulations regarding employment, and will further specifically comply with those sections related to discrimination as follows:

In hiring of employees, for the performance of work under the revaluation contract, or any subcontract hereunder, no contractor or subcontractor shall by reason of race, age, sex, color, creed, or national origin, discriminate against any citizen of the United States who is qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, or any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the revaluation contract by reason of race, age, sex, color, creed, or national origin.

In the event the contractor breaches any of the terms set forth herein with regard to discrimination, or violates the New York State Labor Law, as last amended, during the pendency of this agreement, there may be deducted by the municipality the legally designated penalty for each person for each calendar day during which such person was discriminated against, or intimidated, in violation of the provisions of this agreement, from the fixed price heretofore set in to be paid to the contractor.

The revaluation contract may be canceled or terminated by the municipality and all monies due or to become due may be forfeited for a second or any subsequent violation of terms or conditions of this section of the revaluation contract.

All project personnel must be approved by the municipality prior to being employed for the project and will be required to carry an identification card while on project business. This I.D. card will contain the employee's photograph, name, title and physical description. This card will carry the signature of the project administrator and will be issued by the municipality. This card will be surrendered to the project administrator upon termination of the employee or upon completion of the project.

9.3 Changes in Contract

There shall be no changes, alterations, or additions in the revaluation contract without prior written consent of the municipality's contract administrator. This specifically includes the fixed price payment and per diem charges as outlined in the contract.

In the proposal, the company will state that the fixed price paid by the municipality to the company shall include any and all expenses set forth by example herein, but not limited thereto, including all temporary living and relocation expense allowances, nominal office supplies, direct and indirect costs, administrative and marketing overhead, and travel within municipality. The said fixed price also includes expenses of the company, its agents and/or employees for travel outside the municipality.

9.4 Statement of Non-collusion

A statement of non-collusion, duly executed by the company, shall be affixed to the offer to perform services pursuant to this contract, and shall affirm that:

The proposed fixed price has been arrived at independently, without collusion, consultation or communication as to any other company or with any competitor.

The said fixed price was not disclosed by the company and was not knowingly discussed prior to the submission, directly or indirectly, to any other company or to any competitor.

No attempt was made by the company to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Appendix C contains a sample of an affidavit for this purpose.

9.5 Insurance Requirements

The municipality and the contractor must mutually understand and agree that their respective liability hereunder for damages, regardless of the form of proceeding or action, shall be such as is defined by applicable statutes and common law of the State of New York.

The contractor will serve in the capacity of an independent contractor in this revaluation project and will maintain insurance at least as hereinafter set forth so as to protect it and the municipality from any and all claims under the Workers' Compensation Law, and such other employee benefits law, and from claims for damage to person or property arising out of and during its operation pursuant to this agreement, for the entire pendency of this reassessment project:

- A comprehensive general liability insurance policy with the following limits of coverage: bodily injury and property damage, \$1,000,000 each occurrence, \$1,000,000 each individual claim per occurrence, \$5,000,000 aggregate of all claims per occurrence.
- A comprehensive automobile insurance policy with the following limits: bodily injury, \$1,000,000 each person and \$1,000,000 for each occurrence; property damage, \$1,000,000 each occurrence, aggregate \$5,000,000 for each occurrence.
- The foregoing comprehensive liability insurance policy and comprehensive automobile liability insurance policy shall include the municipality as an additional named insured, at no extra cost to the municipality, and the certificate of the insurance relating hereto shall be submitted to the municipality upon the signing of the contract. The contractor, in addition to the foregoing, must provide and maintain, during the pendency of the reassessment project, such Workers' Compensation and Employer Liability Insurance and New York State Benefits Insurance policies as are required by statute. An insurer licensed and authorized to do business in the State of New York that maintains an office within the State of New York must issue all of the insurance.

9.6 Conflict of Interest

No director, officer, employee, agent, contractor, or subcontractor of the contractor shall be deemed to be an agent, servant and/or employee of the municipality. The contractor shall not employ as a director, officer, employee, agent, contractor, or subcontractor, directly or indirectly in any capacity, any elected or appointed official of any city, town, village, hamlet, school district, or other political subdivision of the municipality or any member of the immediate family.

The contractor agrees that it will require all its directors, officers, employees, agents, contractors, or subcontractors, to be bound and adhere to the Code of Ethics of the municipality (See Appendix A of this RFP). The contractor further agrees that it will require all of its employees to comply with all applicable laws relating to this agreement and it will provide relevant testimony regarding any phase of this agreement, or the performance thereof, and that the refusal to supply such evidence and/or testimony shall be the cause for immediate termination of this agreement by the municipality.

9.7 Assignment of Contract

The contractor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations to this agreement to any person, corporation, partnership, association or entity, without the prior written approval of the municipality's contract administrator.

9.8 Compensation

The contractor will follow the procedure outlined in Section 8 of this RFP for payment.

9.9 Ownership of Work Products

All final written or tangible work products shall belong to the municipality. In the event of premature discontinuation of work, the contractor shall agree to provide all existing work and data files to the municipality. Delivery of all files after the project is completed will be as outlined in Section 7 of this RFP.

9.10 General Legal Responsibility

The contractor must comply with all federal, state, and municipal laws, ordinances, rules and/or regulations, including labor laws, and those against discrimination, existing or adopted in the future, during the term of the project, applicable at any time to the contractor pursuant to its obligations in regard to this project. The contractor and any of its subcontractors, agents, servants, and/or employees shall obtain, at their sole cost and expense, all required permits, franchises, approvals, licenses and/or certificates, necessary for the performance of its obligations pursuant to the agreement.

9.11 Instrument of Contract

The contract must specifically set forth in the body thereof or in an appendix thereto the duties and responsibilities of each of the parties. A combination of the request for proposal and the proposal would be sufficient for this purpose. Beware, this practice could give rise to disputes as to exactly what was agreed upon by the parties. The precise terms and conditions must be explicitly set forth. In most cases this could best be accomplished by preparing a contract which prioritized all of the documents and merges them so as to reflect exactly the agreement and understanding of the parties and which details such other areas of agreement as may have been reached during negotiations. The company proposal will become the senior document and this RFP will become the junior document. This instrument of contract will be agreed upon and signed prior to project commencement.

SECTION 10 - PROJECT COST ITEMIZATION

The following schedule must be used to itemize project cost. Additional entries may be made where appropriate. Also, the intended use of a subcontractor for any or all work to be performed within the scope of this project must be stated separately.

CATEGORY	AMOUNT
Project Management (including RFP Sections 4.3, 4.4, 4.5, 4.6, 4.7, 4.20, 5, 6, and 7)	
Data Collection (including RFP Sections 4.8, 4.9, and 4.10)	
Valuation Analysis and Production (RFP Section 4.11)	
Field Review (RFP Section 4.12)	
Informal Review Meetings including BAR (RFP Section 4.17)	
TOTAL	

Options	
Photo/Images	
Public Utility Property	
-Structural	
-Non-Structural	

2008 Roll	
Updating of information to produce 2008 assessment roll pursuant to RFP Section 4.22 (contractor to itemize and specify proposed procedures and costs).	

APPENDIX A

VILLAGE OF BRONXVILLE

CODE OF ETHICS

[HISTORY: Adopted by the Board of Trustees of the Village of Bronxville 12-11-1989 by L.L. No. 13-1989. Amendments noted where applicable.]

§ 21-1. Declaration of policy.

- A. The goal of village government is to provide fair, impartial, open and lawful administration of the village, pursuant to the Code of Ethics of the village, as defined below, and the General Municipal Law of the State of New York.
- B. In order to accomplish this goal, it is necessary that the village maintain and support its tradition of having village residents serve as volunteer village Officials, and that all village officials or employees, as those terms are defined below, whether volunteer or paid or elected:
 - (1) Be independent, impartial and responsible to the residents of the village;
 - (2) Observe in their official acts the highest standards of morality and discharge faithfully the duties of their office regardless of personal consideration, so that the public shall have the highest regard for the integrity of its government and its village officers or employees; and
 - (3) Make government decisions in the proper channels of government in an open and nonsecretive manner.
- C. In recognition of this goal, there is hereby established a Code of Ethics which is based upon the Municipal Ethics Act for New York State Municipalities dated December 1988 and recommended by the State of New York Commission on Government Integrity. Although this Code of Ethics deviates in various sections from the Municipal Ethics Act for New York State municipalities, the studies and reports published by the Commission on Government Integrity will provide guidance as to the origin and interpretation of this Code of Ethics. In the event of any conflict between the provisions of this Code of Ethics and the provisions of the General Municipal Law of the State of New York, the latter shall control.

§ 21-2. Definitions.

When used in this Code of Ethics, the following terms shall have the meanings indicated:

AGENCY — Any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of the village.

APPEAR and APPEAR BEFORE — Communicating in whatever form, whether personally or through another person.

BUSINESS DEALING

- A. Having or providing any contract, service or work with the village;
- B. Buying, selling, renting, leasing or otherwise acquiring from or dispensing to the village any goods, services or property; or
- C. Applying for, petitioning, requesting or obtaining any approval, grant, loan, license, permit or other privilege from the village.

DISCRETIONARY ACT — Any action involving the exercise of judgment or discretion by a village officer or employee, either individually or as a member of any agency, and includes, but is not limited to,

negotiation, approval, advice, recommendation, authorization or audit.

FAMILY MEMBER — A spouse, child, stepchild, brother, sister, parent or dependent of a village officer or employee, as defined below.

MINISTERIAL ACT — An action performed in a prescribed manner without the exercise of judgment or discretion as to the propriety of the act.

PARTICULAR MATTER — Any business dealing with the village or any application for such business or any case, proceeding, determination, investigation, charge, accusation or arrest or any other matter involving a discretionary act of a village officer or employee, but does not include the proposal, consideration or enactment of local laws, ordinances or regulations of general application.

SPOUSE — A husband or wife from whom the village officer or employee is not legally separated.

VILLAGE — The Village of Bronxville and all agencies thereof.

VILLAGE OFFICER OR EMPLOYEE — Any officer or employee of the Village of Bronxville, whether paid or unpaid, including members of any administrative board, commission or any agency thereof. No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer fireman or civil defense volunteer, except a Fire Chief or Assistant Fire Chief. **[Amended 6-12-1995 by L.L. No. 3-1995 Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).]**

§ 21-3. Conflicts of interest of village officers and employees.

A. No village officer or employee shall:

- (1) Act as attorney, agent, broker, employee, consultant or representative for any person in connection with any business dealing that person has with the village.
- (2) Directly or indirectly solicit, accept or agree to accept any gift from any person, other than a family member, who the village officer or employee knows is considering, has or within the previous 12 months has had any business dealing with the village that involves any discretionary act by the village officer or employee. However, a village officer or employee may accept from such person a gift or gifts which would otherwise be prohibited by the preceding sentence and which are customary on family, social, holiday or civic occasions, provided that they were not received under circumstances in which it reasonably might be inferred that such gift or gifts were intended to influence the village officer or employee in the performance of his or her official duties or reward him or her for any official action. A gift shall include money, services, loan, travel, entertainment, hospitality, thing or promise thereof or any other gratuity or promise thereof, including any financial transaction on terms not available to the general public, but shall not include a campaign contribution.
- (3) Take or refrain from taking any discretionary action or agree to take or refrain from taking any discretionary action or induce or attempt to induce any other village officer or employee to take or refrain from taking any discretionary action, on any matter before the village in order to obtain a pecuniary or material benefit for:
 - (a) Himself or herself;
 - (b) A family member;
 - (c) Any partnership or unincorporated association of which the village officer or employee is a member or employee or in which he or she has a proprietary interest;
 - (d) Any corporation of which the village officer or employee is an officer or director or of which he or she legally or beneficially owns or controls more than 5% of the outstanding stock;

- (e) Any person with whom the village officer or employee or his or her family member has an employment, professional, business or financial relationship; or
 - (f) Any person from whom the village officer or employee or his or her spouse, has received within any twelve-month period during the previous 24 months, a pecuniary or material benefit having an aggregate value greater than \$2,000.
- (4) Appear before the village, except on behalf of the village or on his or her own behalf.
 - (5) Appear as attorney or counsel against the interests of the village in any matter in which the village is a party or a complainant.
 - (6) Except where such disclosure is authorized by law, disclose during his or her office with the village, or thereafter, any confidential information acquired in the course of his or her official duties or use any such information to advance the financial or other private interest of himself or herself or any other person.
 - (7) After termination of his or her term of office or employment with the village, appear before the village or receive compensation for services rendered on behalf of any person other than the village, in relation to any particular matter upon which he or she took any action or that came before him or her during his or her term of office or employment with the village.
 - (8) During his or her term of office or employment with the village, solicit, negotiate for or accept any employment from which he or she would be disqualified under § 21-3A(7).
- B. No partnership or unincorporated association of which a village officer or employee is a member or employee or in which he or she has a proprietary interest, nor any corporation of which he or she is an officer or director or of which he or she legally or beneficially owns or controls more than 5% of the outstanding stock, shall appear before the village on behalf of any person other than the village or itself.
 - C. Nothing in this section shall be construed to prohibit a village officer or employee or any other person from receiving a village service or benefit or using a village facility, which is generally available to residents or a class of residents in the village.
 - D. Nothing in this section shall be construed to prohibit any village officer or employee listed in Section Eleven of the Domestic Relations Law from accepting any gift or benefit having a value of \$100 or less for the solemnization of a marriage by that village officer or employee.
 - E. Nothing in this section shall be construed to prohibit a village officer or employee from performing any ministerial act.
 - F. Should the Village Ethics Board, defined below, conclude in a written opinion that a contract has been entered by or with the village which results in or from a violation of this section, the Board of Trustees may elect to void that contract.

§ 21-4. Transactional disclosure and recusal.

- A. Whenever the village officer or employee is requested or required to take any action on a matter before the village and, to his or her knowledge, either the performance or nonperformance of that action would provide a pecuniary or material benefit to himself or herself or to any related person different from that which would be derived from the action by reason of its general application to a broad class of persons deriving such benefit, the village officer or employee shall not participate in that matter. The village officer or employee also shall file promptly with his or her immediate supervisor, if any and with the Village Clerk, a signed statement disclosing the nature and extent of that interest.
- B. For purposes of this section, "related person" means:
 - (1) A family member;
 - (2) Any corporation of which the village officer or employee is an officer or director or of which he or

she legally or beneficially owns or controls more than 5% of the outstanding stock;

- (3) Any person with whom the village officer or employee or his or her family member has an employment, professional, business or financial relationship; and
- (4) Any person from whom the village officer or employee or his or her spouse, has received within any twelve-month period during the previous 24 months, a pecuniary or material benefit having an aggregate value greater than \$2,000.

- C. Whenever a vote is required from which the village officer or employee must recuse himself or herself under this section, such recusal shall not be counted for the purpose of determining whether a majority or other ratio required by law to pass a measure has been reached; provided, however, that no action may be taken by a body unless a majority of all of the members appointed or elected to such body, votes on the matter. If a body is reduced below such majority by reason of a recusal required pursuant to this section, any member of such body may apply to the Village Ethics Board for a waiver of the recusal requirements of this section.
- D. Nothing in this section shall be construed to prohibit a village officer or employee from performing any ministerial act or to require a village officer or employee to file a disclosure statement pursuant to this section prior to performing any ministerial act.

§ 21-5. Maintenance of disclosure statements.

Transactional disclosure statements filed pursuant to § 21-4 of this Code of Ethics shall be public records and shall be indexed and maintained on file in an appropriate manner by the Village Clerk. The Village Clerk promptly shall transmit a copy of all disclosure statements to the Village Ethics Board, Mayor and Village Counsel. The Village Clerk shall retain disclosure statements for not less than seven years from the date of filing.

§ 21-6. Disclosure by applicants.

- A. For purposes of this section:
 - (1) "Submission" means any written application, petition, bid, proposal or other request concerning a business dealing with the village which has a value or cost to the village of \$5,000 or more, but shall not include an application to be considered for eligibility to apply for or bid on any business dealing; and
 - (2) "Applicant" means any person making a submission.
- B. For purposes of this section, a campaign contribution shall be considered to have been made to the village officer or employee if such contribution is made to any committee soliciting or receiving funds for the purpose of supporting the candidate, except that a contribution to a statewide political party shall not be considered a contribution to a candidate unless it is earmarked for use for a specific candidate. Where contributions are made to committees which support more than one candidate, the contribution shall be considered to have been spent equally on all the candidates and only the amount attributable to a particular candidate shall be considered for disclosure purposes under this section, unless the contribution to the committee was earmarked for use for a particular candidate or candidates, in which case the entire contribution shall be attributable to that candidate or equally to those candidates or as specified by the contributor. For purpose of this section, a loan to a candidate or campaign committee shall be considered a campaign contribution.
- C. Any person who makes a submission to the village shall disclose in writing, as part of the submission, the name of any village officer or employee to whom the applicant has made one or more campaign contributions totaling \$250 or more within any twelve-month period during the previous 60 months; and the name of any village officer or employee who, to the applicant's knowledge, has an interest in the submission or in the applicant and is required to take any discretionary act on the submission. The applicant also shall identify in the submission the nature of the interest.
- D. For purposes of this section, the village officer or employee shall be deemed to have an interest in the

submission or in the applicant when the village officer or employee or his or her spouse:

- (1) Is the applicant;
- (2) Is a family member of the applicant;
- (3) Is an officer or director of or legally or beneficially owns or controls more than 5% of the outstanding stock of the applicant;
- (4) Has or to the applicant's knowledge intends to enter into an employment, professional, business or financial relationship with the applicant or any principal of the applicant;
- (5) Has received from the applicant, within any twelve-month period during the previous 24 months, a pecuniary or material benefit having an aggregate value greater than \$2,000; or
- (6) Will receive, pursuant to an agreement between the applicant and any person, a pecuniary or material benefit if the village's disposition of the submission is favorable to the applicant.

§ 21-7. Village Ethics Board.

- A. A bipartisan Village Ethics Board consisting of five members who are residents of the village is hereby established. The members of the Board shall be appointed by the Mayor with the advice and consent of the Trustees. Appointments shall be made for two-year terms to be appointed in such a manner that there will always be one or more experienced members on the Board when new members come upon the Board.
- B. The Village Ethics Board shall adopt rules and regulations as to forms and procedures and shall at all times maintain appropriate records of its opinions and proceedings.

§ 21-8. Qualifications of members of Village Ethics Board.

- A. No member of the Village Ethics Board shall hold office in any political party or be employed as a lobbyist before the village. A Board member may make campaign contributions, but may not participate in any village election campaign, other than his or her own. No person may serve on the Village Ethics Board while holding other office in or being employed by the village.
- B. No more than two members of the Village Ethics Board may be members of the same political party. For purposes of this section, "political party" shall mean any political party which appears on the ballot for statewide elected office or which exists in the village.

§ 21-9. Removal of member of Village Ethics Board.

- A. A member of the Village Ethics Board may be removed by the Mayor with the advice and consent of the Board of Trustees.
- B. Grounds for removal of a member or members of the Village Ethics Board shall be substantial neglect of duty, misconduct in office, inability to discharge the powers or duties of office or violation of this Village Ethics Code, after written notice and opportunity for reply.

§ 21-10. Village Ethics Board meeting and quorum requirements.

- A. At its first meeting of the Village Ethics Board each year, it shall elect a Chair from among its membership. A quorum of the Village Ethics Board shall be necessary for the Board to vote upon any matter. A quorum shall consist of no fewer than three members of the Board. A vote of a majority of the members of the Village Ethics Board constituting a quorum shall be required for the Board to take any action. The Chair or any three members may call a meeting of the Board.
- B. The Board may hold as many meetings per year as it deems necessary or as shall be called by the Chair or any three members, provided that a meeting of the Board shall be held promptly after the filing of a complaint alleging a violation of this Code of Ethics, at which meeting such complaint shall be considered by the Board, as well as any other matters before it.

§ 21-11. Powers and duties of Village Ethics Board.

- A. The Village Ethics Board may act only with respect to village officers and employees.
- B. The termination of a village officer or employee's term of office or employment with the village shall not affect the jurisdiction of the Board with respect to the requirements that this Code of Ethics imposes on the former village officer or employee.
- C. The Village Ethics Board shall have the following powers and duties:
 - (1) To prescribe and promote rules and regulations governing its own internal or animation and procedures in a manner consistent with this Code of Ethics;
 - (2) To conduct investigations pursuant to § 21-12 of this Code of Ethics;
 - (3) To conduct hearings and recommend disciplinary action for violations of this Code of Ethics.
 - (4) To grant waivers of the recusal requirements under the circumstances described in § 21-4C of this Code of Ethics upon written application and upon a showing of compelling need by the applicant. Waivers shall be in writing and shall state the grounds upon which they are granted.
 - (5) To render advisory opinions with respect to the interpretation or application of this Code of Ethics upon written request by any agency, individual village officer or employee or any applicant, as defined in § 21-6 of this Code of Ethics.
 - (6) To review all transactional disclosure statements. If the Board determines that a statement is deficient or reveals a possible or potential violation of the Code of Ethics, it shall notify the person in writing of the deficiency or possible or potential violation and of the penalty for failure to comply with this Code of Ethics.
 - (7) To provide training and education to village officers and employees and to make information concerning this Code of Ethics available to all village officers and employees, to the public and to any person who is interested in doing business with the village.
 - (8) To prepare an annual report and recommend changes to this Code of Ethics, if any.

§ 21-12. Investigations of alleged violations.

- A. Upon receipt of a sworn complaint by any person alleging a violation of this Code of Ethics or upon determining on its own initiative that a violation of this Code of Ethics may exist, the Village Ethics Board shall have the power and duty to conduct any investigation necessary to carry out the provisions of this Code of Ethics. In conducting any such investigation, the Village Ethics Board may administer oaths or affirmations, subpoena witnesses, compel their attendance and require the production of books and records which it may deem relevant and material.
- B. Nothing herein shall be construed to permit the Village Ethics Board to conduct an investigation of itself or any of its members. Should the Village Ethics Board receive a sworn complaint alleging that the Village Ethics Board or any of its members has violated any provisions of this Code of Ethics or any other law, it shall promptly transmit a copy of the complaint to the Mayor and Village Counsel, who shall investigate the complaint and take appropriate remedial action, should the results of their investigation so warrant.
- C. Subject to the requirements of § 21-12D, the Village Ethics Board shall advise the relevant appointing authority of the disposition of every sworn complaint that it receives and of every related investigation that it conducts and shall set forth its related findings, opinions and recommendations.
- D. The Village Ethics Board shall, with respect to every complaint that it receives and all related deliberations, findings, opinions, recommendations and dispositions thereof:
 - (1) Use its best efforts to hold all such matters in confidence and not publicly reveal them, to the fullest extent allowable by applicable law, including the New York State Freedom of Information Law, as it may be amended; and
 - (2) Meet only in executive session, closed to the public, to the fullest extent allowed by the New York State Open Meetings Law, as it may be amended.

§ 21-13. Administrative penalties for violation of the Code of Ethics.

Any village officer or employee who engages in any action that violates any provision of this Code of Ethics may be warned or reprimanded or suspended or removed from office or employment or be subject to any other sanction authorized by law or collective bargaining agreement, by the appointing authority or person or body authorized by law to impose such sanctions. A warning, reprimand, suspension, removal or other authorized sanction may be imposed in addition to any other applicable penalty contained in any other provision of law. The appointing authority or person authorized by law to impose the sanctions described in this Section shall be guided by the requirements of § 21-12D.

§ 21-14. Distribution of Code of Ethics.

A. The Mayor shall cause this Code of Ethics to be distributed to every village officer or employee. Each such person who enters government service after this distribution shall receive a copy of this Code of Ethics before entering upon his or her duties and shall sign a statement that he or she has read, understood and shall abide by its requirements. Within 30 days after the effective date of this Code of Ethics, the Village Administrator shall obtain a similar signed statement from every village officer or employee whose office predates this Code of Ethics.

B. Failure to distribute any such copy or failure of any officer or employee to receive such copy shall have no effect on the duty of compliance with such code, nor the enforcement provisions thereof.

Editor's Note: Added at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

APPENDIX B

Unique or Highly Complex Parcel List

Concordia College

Lawrence Hospital

Bronxville Schools

Village Hall

Village Fire Station

Metro North Train Facilities/Roll § 6 Properties

APPENDIX C

Affidavit

_____, being duly sworn, deposes and says:
(NAME)

1. He was, and continues to be,

_____, _____
(TITLE) (FIRM NAME)

2. He is familiar with the attached proposal for professional service for

_____.
(NAME OF MUNICIPALITY)

3. The proposed fixed price has been arrived at independently, without collusion, consultation or communication as to any other company or with any competitor.

4. The said fixed price was not disclosed by the company and was not knowingly discussed prior to the submission, directly or indirectly, to any other company or to any competitor.

5. No attempt was made by the company to induce any other person, partnership, or corporation to submit, or not to submit, a proposal for the purpose of restricting competition.

(SIGNATURE)

Sworn to before me this _____ of _____, _____
(DAY) (MONTH) (YEAR)

(NOTARY PUBLIC)

APPENDIX D

Sample Proposal

SAMPLE

Contractor

**Proposal
in response to the
Request For Proposal**

Real Property Reassessment Project

Village of Bronxville

New York

Date

Each proposal must be organized as follows and include, but not be limited to, all of the following items:

1. A brief introduction stressing the company's strengths as well as its commitment to quality.
2. A statement of the company's full compliance with the State Board's Rules.
3. A complete client list of all real property related projects with which the company has been associated over the past two years. A contact person and telephone number for each project must be listed.
4. A detailed outline, and schedule, by project phase, of the company's intended public relations endeavors.
5. A specific training schedule that the company intends to follow during the project.
6. A description of a detailed quality control program. The program must include a comprehensive weekly reporting procedure to the municipality that details collection staff, each collector's work, town level progress summaries and estimates for the upcoming week.
7. If a photo or image option is being proposed, a description of the equipment to be used, and a discussion of the method of identification used to ensure the link of images to corresponding parcels. The company must provide a detailed list of all equipment and associated cost, i.e., hardware, software, imaging devices, which will be utilized at the municipal level for viewing, printing images, and updating. The contractor shall provide an outline of the training program for municipal staff in the implementation and operation of the image system as well as a description of the procedures and the associated cost with updating the image file. The company must describe its procedures for linking the video images to the file.
8. A plan for data security in the company's proposal.
9. The organization structure that the company will use to manage this project and will include a complete organization chart. The name of the individuals who will direct, supervise and furnish technical assistance; their qualifications, the staff days each will spend on the project, the time each will be spending on other concurrent projects and a list of the most recent projects in which each has been involved, identifying the capacity in which they were employed, must be in the proposal.
10. A statement that the proposed fixed price to be paid by the municipality to the company shall include any and all expenses set forth by example herein, but not limited thereto including all temporary living and relocation expense allowances, nominal office supplies, direct and indirect costs, administrative and marketing overhead, and travel within municipality. The fixed price must include expenses of the contractor, its agents and/or employees for travel outside the municipality.

11. A statement of non-collusion, duly executed by the company, must be affixed to the offer to perform services pursuant to this contract, and must affirm that:
 - A. The proposed fixed price has been arrived at independently, without collusion, consultation or communication as to any other company or with any competitor.
 - B. The said fixed price was not disclosed by the company and was not knowingly discussed prior to the submission, directly or indirectly, to any other company or to any competitor.
 - C. No attempt was made by the company to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

12. A statement of the company's full compliance with the specifications found in this RFP and a Company Proposal Response Grid (see below). **All companies must enter a response in Column B for every section of the RFP listed on the grid.** If a conflict arises between the internal wording of the company proposal and the section indicated on the response grid, the response on the grid shall be considered the intent of the company.

If the company is offering goods and/or services above and beyond the minimum standard specified in the RFP, enter the appropriate response in Column C and corresponding cost (if any) to the municipality for adopting this option. Column C must also reference a detailed explanation of the variation. **Remember, the RFP specifications are considered the minimum standards and the only acceptable deviations from the specifications must call for responses in excess of those specified and must be explained in detail in the proposal.**

APPENDIX D

Company Proposal Response Grid

A	B	C
RFP Section	Company agrees with content of the RFP and will comply with the minimum specifications. YES / NO	Company is offering services above minimum. YES / NO (List Cost In Dollars)
1 Introduction		
2 Profile of Municipality		
3 General Responsibilities of Municipality / ORPS		
3.1 Municipality		
3.2 ORPS		
4 Project Requirements/Contractor Responsibilities		
4.1 Project Management		
4.2 Project Timetable		
4.3 Public Information		
4.4 Local Staff Training		
4.5 Data Processing		
4.6 Tax Map Data		
4.7 Taxpayer Inquiry		
4.8 Subject Inventory Data Collection		
4.8.4 File Creation and Maintenance		
4.9 Sales Inventory Collection and File Creation		
4.10 Data Edits		

A	B	C
RFP Section	Company agrees with content of the RFP and will comply with the minimum specifications. YES / NO	Company is offering services above minimum. YES / NO (List Cost In Dollars)
4.11 Valuation		
4.12 Field Review		
4.13 Assessor Value Review		
4.14 Assessment Disclosure Processing		
4.15 Informal Review Process		
4.16 Value Change Notice		
4.17 Formal Defense of Values		
4.18 Project Status Control		
4.19 Submissions for State Aid/Value Verification		
4.20 Mass Mailings and Postage		
4.21 Data Entry		
5 Data Security		
6 Contractor Project Staffing		
7 Deliverable Products		
8 Payment Schedule and Penalty		
9 Contractual Requirements		

APPENDIX E

MUNICIPALITY SIGN OFF DOCUMENT #1

The project administrator and contractor have discussed the progress of the reassessment project for the Village of Bronxville. The RFP sections have been completed and the necessary deliverables have been provided to the Town relative to:

- PROJECT COMMENCEMENT AND TIMETABLE
- PUBLIC INFORMATION COMMENCEMENT
- PHOTOGRAPHY/IMAGE OPTION
- DATA COLLECTION TRAINING
- LOCAL CAPACITY BUILDING ASSOCIATED WITH ABOVE PHASES OF PROJECT

Project Administrator Date

Project Director Date

APPENDIX E

MUNICIPALITY SIGN OFF DOCUMENT #2

The project administrator and contractor have discussed the progress of the reassessment project for the Village of Bronxville. The RFP sections have been completed and the necessary deliverables have been provided to the Town relative to:

- DATA COLLECTION
- SUBJECT FILE CREATION
- SALES FILE CREATION
- SALES VALIDATION AND VERIFICATION
- SALES VERIFICATION MAILER APPROVAL
- LOCAL CAPACITY BUILDING ASSOCIATED WITH ABOVE PHASES OF PROJECT

Project Administrator Date

Project Director Date

APPENDIX E

MUNICIPALITY SIGN OFF DOCUMENT #3

The project administrator and contractor have discussed the progress of the reassessment project for the Village of Bronxville. The RFP sections have been completed and the necessary deliverables have been provided to the Town relative to:

- DATA MAILER
- PRODUCTION IN RESPONSE TO DATA MAILERS
- INCOME & EXPENSE QUESTIONNAIRE APPROVAL AND TRANSMITTAL
- VALUATION FILE EDITING
- VALUATION TESTING
- LOCAL CAPACITY BUILDING ASSOCIATED WITH ABOVE PHASES OF PROJECT

Project Administrator Date

Project Director Date

APPENDIX E

MUNICIPALITY SIGN OFF DOCUMENT #4

The project administrator and contractor have discussed the progress of the reassessment project for the Village of Bronxville. The RFP sections have been completed and the necessary deliverables have been provided to the Town relative to:

- VALUATION PRODUCTION
- FIELD REVIEW OF VALUES
- ASSESSOR VALUE REVIEW WITH CONTRACTOR
- LOCAL CAPACITY BUILDING ASSOCIATED WITH ABOVE PHASES OF PROJECT

Project Administrator Date

Project Director Date

APPENDIX E

MUNICIPALITY SIGN OFF DOCUMENT #5

The project administrator and contractor have discussed the progress of the reassessment project for the Village of Bronxville. The RFP sections have been completed and the necessary deliverables have been provided to the Town relative to:

- UPDATE VALUES ON FILE
- ASSESSOR RECALCULATIONS OF EXEMPTIONS
- VERIFICATION OF ALL VALUES BY CONTRACTOR
- DELIVERY OF FILE WITH INVENTORY TO ORPS (RPS V4 or V4 COMPATIBLE FORMAT)
- TAXPAYER ASSESSMENT DISCLOSURE NOTICE PRODUCTION AND ANALYSIS
- LOCAL CAPACITY BUILDING ASSOCIATED WITH ABOVE PHASES OF PROJECT

Project Administrator Date

Project Director Date

APPENDIX E

MUNICIPALITY SIGN OFF DOCUMENT #6

The project administrator and contractor have discussed the progress of the reassessment project for the Village of Bronxville. The RFP sections have been completed and the necessary deliverables have been provided to the Town relative to:

- ASSESSMENT DISCLOSURE MAILING
- INFORMAL REVIEW MEETINGS AND FIELD RELATED ACTIVITIES
- VALUE CHANGE NOTICES PRODUCTION
- TENTATIVE ASSESSMENT ROLL FILING
- PROJECT DELIVERABLES TO THE ASSESSOR
- LOCAL CAPACITY BUILDING ASSOCIATED WITH ABOVE PHASES OF PROJECT

Project Administrator Date

Project Director Date