



CITY OF TORRINGTON

Addendum # 2

ADDENDUM #2 HAS BEEN ISSUED PERTAINING TO QUESTIONS AND ANSWERS SUBMITTED

****NOTE: THE OPENING DATE IS DECEMBER 27, 2010 AT 11:00 AM****

RFQ # TTC-011-122010 Tax Collector Services

Date of bid opening: Dec. 20, 2010 Time: 11:00 AM Location: City Hall, 140 Main Street, Room 206, Torrington

Submit signed addenda with bid.

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Dated in Torrington: December 17, 2010 Purchasing Agent _____
Pennie Zucco

Bid Submitted By: _____

Name of Company _____ Signature _____

Date _____ Title _____

QUESTIONS 12/13/10

1. **Q)** Please describe the current name and version of the software utilized by both the Finance Office and the Assessor. Is the software version for each department presently supported by the current Vendor of the Software?
A) The Assessor software is QDS Administrative version 3.0.105, and the current vendor is Quality Data Service Inc., the developer of the software. The Finance Office utilizes the New World System Financial Management System.
2. **Q)** Does the software utilized by the present tax collector (or the Quality Data Software) currently interface with the Finance Director and the Assessor?
A) The software utilized by the Tax Office and the Assessor Office only is interfaced. The Assessor file feeds the collector file and the certificates of correction are a live update to the collector module.
3. **Q)** What are the technical specifications for the electronic interface requirements of Paragraph 2.2.1 of the Proposed Agreement?
A) The live time feed is a standard capability. The following statement 2.2.1 is correct with the City's current circumstances; adequate hardware refers to desktop pc's and printer's, Minimum computer requirements are as follows': IBM x86 factor; Pentium dual core or higher @ 2.0 gig. Processor; minimum memory recommended is 2 gig's of Ram; Minimum disk space recommended is 80 gig Hard Disk Space; Gigabit NIC interface (connectivity to the network); CD/DVD rom; Windows XP Pro SP3 or Windows 7 Business SP1; Office 2007 With Outlook; Adobe Pro 10; (Antivirus provided by the City IT which includes Symantec Endpoint Protection). Software updates Provided By Quality Data, included fixes and patches. Pc's are regularly tuned and managed on the network by the City's IT, that includes OS service packs distributed via our Windows Update Server. These computers connect to the City's network utilizing bandwidth and other network services.
4. **Q)** Expressed in dollars, what was the commission paid to the current Tax Collector for tax collector services for the following fiscal years:

A)

Fiscal Year	Commission Paid
FY07-08	\$170,236.97
FY08-09	\$179,970.46
FY09-10	\$180,301.67
FY10-11	\$109,949.20YTD

5. Q) Expressed in dollars, what was the amount paid by the current Tax Collector to the City for the purchase of taxes unpaid by the delinquency date for each installment of the following Grand List Years below. As noted, if itemized breakdown by tax type is not available, please provide an estimate of the total past due amount funded by the current Tax Collector.

A) 2007 Grand List Year

Receivable Type	1st Installment	2nd Installment	Total (if breakdown not available)
Motor Vehicle	Total MV, PP, RE	Total MV, PP, RE	
Personal Property	\$1,009,073.64	\$1,351,963.23	
Real Estate			
Sewer	\$140,660.56	\$307,871.96	
Total	\$1,149,734.20	\$1,659,835.19	

2008 Grand List Year

Receivable Type	1st Installment	2nd Installment	Total (if breakdown not available)
Motor Vehicle	Total MV, PP, RE	Total MV, PP, RE	
Personal Property	\$1,865,228.73	\$1,828,639.29	
Real Estate			
Sewer	\$261,479.86	\$439,035.01	
Total	\$2,126,708.59	\$2,267,674.30	

2009 Grand List Year

Receivable Type	1st Installment	2nd Installment	Total (if breakdown not available)
Motor Vehicle	Total MV, PP, RE		
Personal Property	\$2,079,739.42		
Real Estate			
Sewer	\$237,615.47		
Total	\$2,317,354.89		

6. Q) In the Proposed Tax Collector Agreement, Paragraph 7 has alternating payment dates of either a date certain (August 2nd and February 2nd) and the second Tuesday of both November and May. What is the reason or significance for this difference?
- A) **There is more involved reconciliation process for the November and May installments which requires more time.**
7. Q) In the RFQ, Page 4 under Requirements, there is a requirement to provide a Financial Statement showing the net worth of the responder:
- Q) a. What is the purpose of the net worth statement in light of the bonding requirements?
- A) **The City seeks additional assurance that assets are available if necessary**
- Q) b. Can a respondent expect such net worth statement to be held in confidence or does this become a publicly available document?

- A) **Yes. The document will not be disclosed pursuant to Connecticut General Statute section 1-210(b)(5)(B)**
- Q) c. Can this requirement be satisfied by a *guarantor* of a responder providing its net worth statement?
- A) **No**
8. Q) In Exclusions Section 2.6.1 of the proposed contract as drafted, there appears to be a possibility of confusion. Section 2.6.1 provides the following:
- 2.6.1 In the event the City abates the amount of any tax due the City for hardship under the provisions of C.G.S. 12-124; abates any tax due the City for any other reason provided for in the General Statutes; such as volunteer firefighters or the amount of any property tax due the City is discharged in bankruptcy, XXX shall not be responsible to the City for the payment of any such abated or discharged tax.*
- A) **If a tax is abated or discharged due to bankruptcy, the tax collector is not responsible for the collecting that tax. If the collector paid tax that was discharged due to bankruptcy, the City will reimburse the collector for the principal of the taxes paid.**
- a. Q) So as to ensure the smooth operation of an exclusion provision, can the successful bidder expect clarification and a definitive identification of the abatements, pro-rated abatements and abatement procedures and that a provision would include abatements that would not necessarily be included in the category as described in Section 2.6.1? For instance, the provision as written does not seem to address:
- i. Military service abatements under Federal Law; **Military exemptions are handled in the assessor file before the billing file is created.**
 - ii. Business bankruptcy filings since only living individuals may get a discharge in bankruptcy, not business entities; **Under contract, the City is obligated to reimburse the tax collector the full amount of taxes unrecoverable due to bankruptcy.**
 - iii. Formal dissolution of an entity; **The question is unclear, however, each individual situation and its complexity regarding dissolution of entity is handled pursuant to specific general statute and upon approval of the Assessor.**
 - iv. Personal property taxes assessed against an individual operating a business who dies or simply ceases operating the business; **The question is unclear, however each individual situation and its complexity regarding personal property is handled pursuant to specific general statute and upon approval of the Assessor.**
 - v. Instances where the City has insufficient jurisdiction even to levy a tax (a vehicle sold, a vehicle registered in another City or State, etc.)? **The question is unclear, however, as each individual situation and its complexity is handled pursuant to *specific* general statute and upon approval of the Assessor. If the Assessor issues a certificate of correction to remove or pro-rate a tax bill, then the money paid to the city is reimbursed to the collector.**
- b. Q) The last part of section 2.6.1 reads that “[The tax collector] shall not be responsible to the City for the payment of any such abated or discharged tax”. What is the refund mechanism for *abatements* identified after the tax collector has funded the abated tax account to the City?
- A) **An abatement is “waived tax” and is NOT collected, therefore; not paid to the City. Abatements are removed from the calculations of “tax owed to City”. There is nothing to refund.**
9. Q) Is the City willing to undertake a Vehicle Booting Program to help with the collection of delinquent motor vehicle taxes?
- A) **No**
10. Q) Is the City willing to allow the Tax Collector to employ Marshals or Constables or hire a collection agency to assist in the collection of delinquent taxes and sewer user fees?
- A) **Yes, the collector may rely upon the services of constables and marshals.**

11. **Q)** Is the City willing to allow the Tax Collector to perform Tax Deed Sales pursuant to C.G.S. 12-157 et. seq.?
A) Yes. The collector may perform tax sales in accordance with CGS.
12. **Q)** Are there any City requirements or preference as to how uncollected taxes owned by the present tax collector are to be handled if the City selected a new provider (i.e. can the prior taxes remain with the old collector and any future collections by the new vendor would be applied to the earliest due taxes first)?
A) This should be proposed as part of the transition plan, and may include purchasing the liens of the current collector.
13. **Q)** What are the collection rates (expressed as a percentage) for the following as of each of the respective fiscal years?
A) The General collection rates historically are approximately 95% on personal property; approximately 97%-98% on Real Estate; approximately 97% - 98% on Motor Vehicle.
14. **Q)** Does the City require that the Tax Collector (or other Tax Office staff employee) have a CCMC certification?
A) Yes
15. **Q)** What is the amount paid to Quality Data Systems for licensing of the Tax Management Software? Is this amount expected to increase during the next four (4) years? Who pays this amount, City or Tax Collector? If Tax Collector pays, is the Tax Collector reimbursed by the City for this amount?
A) The licensing & support fee for the fiscal year 2009-2010 was \$6,550. Historically it has increased \$400 to \$500 per year. The City pays fee.
16. **Q)** As the Torrington Tax Collector situation is unique in Connecticut, the requirement to provide client references to similar engagements is difficult. Is it acceptable to provide references from delinquent collection clients located in Connecticut?
A) Yes
17. **Q)** Some of the insurance requirements are above what is currently carried. Would it be acceptable to the City that the RFQ minimum requirements be met after a contract is awarded?
A) Submit proof of eligibility and insurance requirements must be met as a condition of awarding the contract.
18. **Q)** What is the layout and approximate square footage of the space leased by the City? Is the \$350 per month lease rate good for the entire term of the Contract? Is any equipment or furniture included in the lease?
A) The \$350 per month rate is good for the entire term. No equipment or furniture are provided.
19. **Q)** How are non-abated taxes resolved where an abatement is requested and the City Assessor refuses?
A) The abatements in Torrington are adopted local options, pursuant to Connecticut General Statute. If the Assessor denies abatement, the City has an appeal process. Please note that exemptions are State mandated and abatements are handled locally in compliance with Connecticut General Statutes. Any State mandates are handled by an appeal process through the State.
20. **Q)** Can we get a four-year history of amounts of the net levy, outstanding levy balances on July 1 and Jan 1, by tax type for each year and Amount funded each November and May of each year by Tax Type?
A) Proprietary information
21. **Q)** Can we get a list of current outstanding taxes owned by the Tax Collector by GL Year and property type? What of the tax collector prior to current one, what are the outstanding obligations there, if any?
A) Proprietary information