



**CITY OF TORRINGTON**  
**INVITATION FOR BID**

**BID # REV-001-110106, 2008 REAPPRAISAL AND REVALUATION**

**Due date of Bid:** Nov. 1, 2006    **Time:** 10:00 am    **Location:** Room 109A, City Hall

Bid Bond or Certified Check required with bid: **5%**

Performance Bond required if awarded bid: **100%**

**SUBMIT 3 COPIES OF BID**

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

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: September 5, 2006                      Purchasing Agent \_\_\_\_\_  
Charlene R. Antonelli, CPPB

Item	Price
2008 REAPPRAISAL AND REVALUATION OF <b>RESIDENTIAL &amp; EXEMPT REAL PROPERTY</b>	\$ _____
2008 REAPPRAISAL & REVALUATION OF <b>COMMERCIAL &amp; INDUSTRIAL REAL PROPERTY</b>	\$ _____

Proposal Submitted By: \_\_\_\_\_

Name of Company \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Date \_\_\_\_\_

E-mail address: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

Sealed bids will be received by the Purchasing Agent, Room 109A, 140 Main St., Torrington, CT until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department, Room 109A. Bids received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

**BID DOCUMENTS:** are available upon receipt of this invitation (if not attached) over the Internet at the City's web site: [www.torringtonct.org](http://www.torringtonct.org). Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe at <http://www.adobe.com>. Businesses without Internet access may contact the Purchasing Department at 860-489-2224 for a copy of the bid documents.

**BID BONDS:** shall be in the amount of 5% of the total bid made out in favor of the City of Torrington and issued by a Surety company acceptable to the City of Torrington must accompany each bid. A certified check, cashier's check, Treasurer's check, or money order in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. On-line bid submission requires a bid bond be received at the Purchasing Office prior to the time of bid opening. The City of Torrington will not be held liable for the accrual of interest on any check held by the city in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid by the City Council. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the city determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded to him, to execute the same, an amount representing a loss to the city by reason of such failure shall be retained and paid into the city treasury.

**REPLIES:** whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Torrington or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

**FREIGHT:** Prices quoted shall be net delivery **F.O.B. Torrington, CT**. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/ or materials to the individual locations(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.

**QUESTIONS:** Request for interpretation of any portion of the bid may be made by telephone to the Purchasing Agent at (860) 489-2225. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the bid by the Purchasing Agent) will be made available to each prospective bidder. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening. In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

**EXPARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Torrington prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to a City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be directed in writing to the Purchasing Agent only. The Purchasing Agent will obtain the information or clarification needed. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid and repeat offenders may be disqualified from future bids.

**NON-COLLUSION STATEMENTS:** In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement.

**CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS:** All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the Offeror.

**UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES:** The City reserves the right to reject any bids in which unit prices, in the sole opinion of the City, are unbalanced. In addition, where the City has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the City is excessively priced, and reserves the right to obtain that item from another source.

**CONTRACT:** A response to an Invitation To Bid is an offer to contract with the City of Torrington based upon the terms, conditions, and specifications contained in the City's ITB. Bids do not become contracts unless and until executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the ITB, unless any of the terms and conditions are modified by an ITB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

**TAXES:** Omit all State and Federal taxes from the bid. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

**OWNERSHIP OF DOCUMENTS:** All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

**LEGALITY:** All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

**LANGUAGE DISPUTES:** Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to his contract, then the term, condition, and/or language wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language wording "is applicable in part", then the term, condition, and/or language wording will apply to the degree applicable, even though an addendum is not issued.

**RESPONSIBILITY:** The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or non copyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of Torrington, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items. The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

**DEFAULT:** It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

**SUSPENSION AND DEBARMENT:** The Purchasing Agent may suspend or debar the right of a vendor to be included on the vendor list and has the authority to reject any bid or response from any suspended or debarred vendors.

**Suspension:** A vendor may be suspended based on the following:

- 1) A vendor defaults or fails to fully comply with the conditions, specifications, or terms of a Bid, Quotation, Proposal or Contract with the City of Torrington.
- 2) A vendor commits any fraud or misrepresentation in connection with a Bid, Quotation, Proposal, or Contract with the City of Torrington.
- 3) A vendor is charged by a court with the commission of a criminal offense as incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract
- 4) A vendor is charged by a court with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the City of Torrington.
- 5) A vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- 6) A vendor's commission of any act or omission to perform act is grounds for debarment.
- 7) A vendor violates the ethical standards set forth in local, state, or federal law.
- 8) Any other cause the Purchasing Agent determines to be so serious and compelling as to materially and adversely affect responsibility of a vendor as a City contractor, including but not limited to suspension by another government entity

**Debarment:** A vendor may be permanently debarred for the following:

- 1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal, or contract with the City of Torrington twice in any three-year period.
- 2) Conviction of or judgment obtained in a court for commission of those offenses in connection with the vendor's commercial enterprise stated sections 3) or 4) of suspension section listed above. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final Court disposition from the vendor to the City of Torrington.

**TRADE NAME REFERENCES:** Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

**QUANTITY:** The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

**QUALITY:** The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

**SAMPLES:** forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items remaining after 30 days will be discarded.

**AWARD:** It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder. In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service. Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid. No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

**OPTION TO RENEW:** This contract may be extended for four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 30 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

**BONDS:**

**Performance Bond:** The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit

**Maintenance Bond:** The contractor, upon signing a contract and before beginning the work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

**Labor and Material Bonds:** Per Section 49-41 of the Conn. General Statutes, on Public Works project where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

**Consent for Release of Final Payment:** AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

**INSURANCE:**

**Certificate of Insurance:** All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the "Additional Insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

**Workman's Compensation Insurance:** The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

**Liability Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

**Vehicle Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

**Additional Security:** The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

**PERMITS:** The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work.

It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

**PREVAILING WAGE:** When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

**CITIZENSHIP:** Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Contractor agrees not to employ any person-undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC 4082)(c)(2).

**SAFETY:**

**Machine and/or Equipment Hazard Assessment and Safety Training:** Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session that will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

**Occupational Safety and Health Act of 1970:** Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Torrington, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

**Machines and/or Equipment Lockout/Tagout:** In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tagout devices as prescribed by OSHA.

**Toxic Substance Control Act (PL94-469):** Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Torrington under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

**Hazardous Materials:** Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated hereunder and will further comply with any special requirements and any policies and procedures of the City of Torrington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

**Material Safety Data Sheets:** Shall be provided by the Seller upon delivery to the City of Torrington of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

**Asbestos:** Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

**SUBCONTRACTORS:** The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

**EEO:** The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

**TERMINATION OF CONTRACT:** Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

**The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.**

The terms and conditions of these "Instructions To Bidders" are made a part this bid.

SAMPLE FORM

Bid # \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, deposes and says that:

1. I am \_\_\_\_\_  
of \_\_\_\_\_, the bidder that has  
submitted the attached bid for \_\_\_\_\_;

2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Bid; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**SAMPLE FORM**

**BID #** \_\_\_\_\_

**CONSENT OF SURETY COMPANY  
TO RELEASE FINAL PAYMENT**

- City
  - Architect
  - Contractor
  - Surety
  - Other
- 

PROJECT/BID NUMBER :

TO: City of Torrington  
Attn: Purchasing Agent  
140 Main Street  
Torrington, CT 06790

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the provisions of the Contract between the City of Torrington and the Contractor as indicated above, the (insert name & address of Surety Co. )

\_\_\_\_\_, SURETY  
COMPANY on bond of (insert name & address of  
Contractor) \_\_\_\_\_  
\_\_\_\_\_, CONTRACTOR,  
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to the CITY OF TORRINGTON as set forth in the Surety  
Company's bond.

Subscribed and sworn to before this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Surety Company  
\_\_\_\_\_  
Authorized Representative's Signature  
\_\_\_\_\_  
Title

**BID # REV-001-110106**  
**2008 REAPPRAISAL AND REVALUATION**  
**SPECIFICATIONS**

The City of Torrington, Connecticut is undertaking a program to revalue all Real Property, effective October 1, 2008. Contractors interested in providing the Revaluation Services set forth in the attached Specifications are invited to deliver **three (3) copies** of the proposals to the Purchasing Agent, Room 109A City of Torrington 140 Main St., Torrington, CT 06790, no later than 10:00 a.m., November 1, 2006

All proposals shall be sealed and addressed to the City Purchasing Agent and the outside envelope clearly marked:

***"Bid # REV-001-110106, 2008 Reappraisal and Revaluation"***

All information pertaining to the Contractor's technical and management approach to completing this project, as well as the proposed cost, timetable and staffing plan, including project manager, shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in this bid in order to be considered responsive. The Purchasing Agent may reject as non-responsive any proposal that does not respond to each issue in these bid documents.

The Purchasing Agent reserves the right to amend the bid documents for the Reappraisal and Revaluation up to 48 hours prior to the deadline for submission of bid proposals. Any such addenda shall be posted on the Purchasing Department page of the City's web site. Vendors shall be responsible for checking the web page for such addenda. An unsigned or non-returned addendum shall be considered an unresponsive bid and the bid rejected.

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

The City is licensed to utilize the Appraisal Vision® CAMA Software of Vision Appraisal Technology of Northboro, Massachusetts. The City of Torrington presently has a license to use version 6.4 of Vision Appraisal CAMA software. The Contractor must provide an **on-site** computer as not to impact the daily operation of the Assessor's office. All data entry and analysis must be done **on-site** and transferred to the in-house database. The bid proposal must include any additional software licenses to complete the valuation update on-site. The system must be fully loaded with all assessment data before the revaluation is completed. The software must provide an interchange file to move data to the City's current R. Walsh Assoc., billing and collection system. Any conversion or software upgrade cost must be specified in the bid proposal. Conversion to the CAMA system must be completed no later than June 30, 2008. Any bid proposal must address the method and costs associated with the conversion of this data and should spell out how the Contractor expects to offer similar or more functionality. This includes the ability for mass database upgrades to a 4GL RDBMS, (ORACLE) the City is currently using, integrated GIS functionality.

**CITY DATA**

1. The last revaluation was effective October 1, 2003.
2. The population is estimated to be 36,000.
3. The area of the City is 40 square miles.
4. Administration\Tax Billing System is: R. Walsh, Assoc.
5. CAMA System Version 6.4, Vision Appraisal.

The City currently has Internet and World Wide Web and wishes to continue this use for purposes of sharing data with the public. The Contractor must include their Internet solution as a part of the bid proposal.



In addition to addressing each of the items in the specifications, the Contractor must submit, as part of its bid proposal, the following information:

1. A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the contractor stating that the offer is effective for at least sixty (60) Calendar Days from the deadline for the submission of bid proposals.
2. A list of Connecticut Municipalities for which the Contractor has completed Revaluation
3. Description of the Contractor's revaluation public relations program.
4. Copy of Contractor's current Connecticut Revaluation Certificate issued pursuant to Connecticut General Statutes 12-2(c).
5. Bid Bond or certified check for five (5%) percent of the bid submitted.
6. Contractor will bid on PART 1 (residential and exempt properties) and PART 2 (commercial, industrial, and public utility) SEPARATELY.

**A PRE-BID CONFERENCE WILL BE CONDUCTED AT 10: 00AM, FRIDAY, OCTOBER 13, 2006 IN THE TORRINGTON CITY HALL, CITY COUNCIL CHAMBERS, THIRD FLOOR**

### **DEFINITIONS**

**ASSESSOR:** The word "Assessor" shall mean the duly appointed Assessor of the City of Torrington, Connecticut.

**PROJECT:** The word "project" shall mean the revaluation of all real property within the corporate limits of the City of Torrington, Connecticut for assessment purposes.

**CONTRACTOR:** The word "contractor" shall mean the certified revaluation company who shall perform this project.

**CITY:** The word "City" shall hereinafter mean The City of Torrington, Connecticut.

**RWA:** The abbreviation "RWA" stands for R. Walsh Associates, which provides the current administrative software to the CITY.

**CAMA:** The abbreviation "CAMA" stands for Computer Assisted Mass Appraisal.

### **SCOPE OF WORK**

This project includes the revaluation of *all* real property within the corporate limits of the City of Torrington, Connecticut effective October 1, 2008.

The contractor shall furnish all the databases, labor, materials, supplies and equipment and perform all work for the project in strict accordance with the hereinafter-listed specifications.

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

The value to be determined shall be the fair market value as defined in Section 12-63 of the Connecticut General Statutes and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.

The Revaluation Project will cover and include *all* real property in the City of Torrington, including the following categories:

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

**EFFECTIVE DATE:** The effective date for this assessment project shall be for the October 1, 2008 Grand List. The pricing and valuation by the contractor of *all* land, buildings and property under this contract shall reflect fair market value as of October 1, 2008.

**PARCEL COUNT:**

The contractor's price for the revaluation is based upon the following anticipated parcel counts estimated by the City as of October 1, 2005. (Electronic disk available upon request.)

**\*Property Class Summary:**

	Code	Description	Parcels	
<b>Residential</b>	1010	Single Family	7561	
	1013	Single Family Waterfront	16	
	1020	Condominiums	1608	
	1021	Condo Garages	59	
	1030	Mobile Homes	31	
	1040	Two Family	1296	
	1050	Three Family	342	
	1060	Outbuildings (residential)	64	
	1070	4 Family	24	
	1090	Multiple Dwellings (parcels)	73	
	1300	Vacant Land	679	
	<b>Commercial</b>	1120	Apartments (5 or more units)	51
		1210	Boarding House	1
1260		Water Company (Private Utility)	22	
3000		Hotels	3	
3010		Motels	3	
3030		Commercial Land	113	
3040		Nursing Homes	6	
3130		Lumber Yard	1	
3140		Truck Terminal	1	
3150		Gas/Mart	14	
3160		Commercial Warehouse	55	
3210		Hardware Store	1	
322K		Commercial Bldg	17	
3220		Store/Shop	129	
3221		Retail Condo	1	
3222		Commercial Bldg	8	
3230		Shopping Mall	16	
3241		Super Market	2	
3260		Rest/Clubs	38	
3300		Auto Sales & Service	16	
3320		Auto Repair	60	
3330		Fuel Service	1	
3340		Gas St Service	7	
3350		Carwash	3	
3370		Parking Lot	58	
3400		Office Building	69	
3401		Office Condo	25	
3410		Bank Bldg	16	
3420		Professional Bldg	18	
3421		Professional Condo	14	
3520		Day Care	2	
3530		Fraternal Organization	8	
3550		Funeral Home	4	
3640		Movie Theater	1	
3700		Bowling	2	
3740		Health Spa	1	
3750		Tennis Club	1	
3800		Golf Course	2	

	Code	Description	Parcels
<b>Commercial</b>	3850	Fish & Game	1
	3880	Other Outdoor Recreation	2
	3900	Commercial Vacant Land	22
	3910	Commercial Potential Development	40
	3920	Commercial Undeveloped	13
	<b>Indust/Utility</b>	4000	Factory
4010		Industrial Warehouse	42
4020		Industrial Office	1
4021		Industrial Condo	11
4022		Industrial Bldg	5
4030		Accland Mfg	2
4100		Sand & Gravel	3
4120		Rock Mine	1
4240		Electric Sub Station	2
4260		Gas ROW	1
4280		Gas Substation	2
4310		Tel Rel TW	1
4410		Industrial Land Development	21
4430		Industrial Outbldg	1
5040	Public Utilities	1	
5060	Pipelines (Tennessee Gas)	1	
<b>Farm/Forest</b>	6100	Forest (PA 490)	69
	7110	Tillable A (PA 490)	3
	7130	Tillable D (PA 490)	27
	7160	Tillable C (PA 490)	3
	7180	Pasture (PA 490)	16
	<b>Government</b>	9000	US Government
9010		State of Connecticut	41
9014		State of Connecticut (UCONN Branch)	2
9017		State Recreational	2
9018		State DOT	1
9019		State Misc	2
9030		Municipal Property	103
9031		Municipal Police	1
9032		Municipal Fire	6
9033		Municipal Schools	8
9051		General Hospital	4
9060		Church	29
9062		Cemetery	14
9065		Parsonage	4
9080		City Housing Authority	6
9090		Religious Use	6
9092		Church Schools	3
9093		Non Profit Camps	2
9094		Recreational Facility	5
9100	Charitable Use	19	
9200	Non Profit	45	

**GENERAL CONDITIONS**

## **Contractor**

The contractor must hold, from the time of submission of the bid through the completion of all work hereinafter required, a valid Connecticut Revaluation Company Certification pursuant to Section 12-1c of the Connecticut General statutes.

## **Personnel**

The contractor shall provide experienced and qualified personnel in compliance with the requirements for the Equal Employment Opportunity provisions of Federal and State governments. The contractor shall submit to the City, written qualifications of all personnel assigned to this project at least 60 days prior to starting the revaluation.

All personnel assigned to this project shall be subject to the approval of the assessor, prior to the commencement of the individual's duties in the City and shall be removed from the project by contractor upon written notification by the Assessor.

## **Project Manager or Supervisor**

The administration of this project shall be assigned by the contractor to a project manager or supervisor, who shall be certified by the State of Connecticut as a Revaluation Supervisor pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall have *not* less than three (3) years of practical appraisal experience in the appraisal of commercial, industrial, apartment, and residential type properties. The project manager or supervisor shall be subject to approval by the Assessor.

## **Reviewers and Appraisers**

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall *not* have less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two (2) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years. All reviewers and appraisers shall be subject to the approval of the Assessor at least 60 days prior to the commencement of their duties on this project

## **Data Collectors**

Data collectors shall have a high school diploma or equivalency and *at least three years* experience in the appraisal or municipal revaluation field. Any field person who does not meet the above qualifications must work under the direct supervision of an appraiser or project supervisor. The Assessor shall be notified of the individual's name, starting date, qualifications, and field assignments at least 60 days prior to the commencement of the individual's duties on this project.

## **Background Check**

All personnel will be subject to background checks by the City of Torrington Police Department.

## **Identification**

All field personnel shall have *visible clip-on identification cards*, which shall include an up-to-date photograph, supplied by the contractor and signed by the City's Assessor. In addition, *all* field personnel shall carry a "Letter of Introduction" signed by the Assessor. All automobiles used by field personnel shall be registered with the City's Police Department and the Assessor's Office, giving license number, make, model, year and color of all vehicles used on this Project.

## **Office Hours and Staffing**

The contractor shall maintain an office in the Torrington City Hall, at a location to be provided by the City from the commencement of work on this project through the conclusion of the public hearings. Should the December, 2006 referendum for the renovation of City Hall be successful, the contractor's employees shall be

moved to another location along with all other City employees, while the current City Hall is being renovated.  
The contractor's office shall be staffed at the contractor's expense with clerical staff as needed, as well as other qualified full-time persons so as to ensure the successful completion of this project in accordance with the completion dates set forth in the Contract Specifications and any Addenda thereto.

**Conflict of Interest**

*The contractor shall not employ a resident or employee of the City of Torrington without the prior approval of the Assessor.*

**PROTECTION OF THE CITY OF TORRINGTON**

**Bonding**

The contractor shall, to secure the faithful performance by the contractor of the terms of this contract, furnish to the Purchasing Agent of the City a Performance Surety Bond in the amount of this contract; which bond shall be issued by a bonding company licensed to do such business in the State of Connecticut, with a minimum A.M. Best Company rating of "A-VII." Said bond shall be delivered to the Purchasing Agent within 10 days of the bid award notice and shall be in a form satisfactory to and approved by the City's Purchasing Agent. It is understood and agreed that upon completion and delivery to the City of the revaluation and its approval by the Assessor and after completion of the duties of the Board of Assessment Appeals, the performance bond shall be reduced to 10% of the value of the contract for the purpose of covering the defense of all appeals taken by taxpayers. The reduced amount of the bond shall remain in effect until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the list of October 1, 2008.

**INSURANCE**

The contractor shall, at its own expense, provide and keep in force:

Workers' Compensation insurance in the amount required by law, and Employers' Liability insurance in the following amounts:

Bodily injury by accident-	\$1,000,000. each accident and
Bodily injury by disease-	\$1,000,000. each employee.

The policy must provide coverage for benefits payable under the Connecticut Workers Compensation Act, and include the Voluntary Compensation endorsement.

Appraiser's Professional Liability insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim, subject to a \$2,000,000 aggregate.

Any deductible applicable to a claim must be noted on the Certificate of Insurance. A Certificate of Insurance listing The City of Torrington as "Additional Insured" shall be submitted to the City's Purchasing Agent within 10 days of the notification of award. If the policy is written on a claim made policy form, the contractor must maintain the insurance for a period of two years from the completion of the contract.

All requests for payment shall be accompanied by proof of current Professional Liability Insurance.

During the term of the contract, the contractor shall provide Public Liability insurance for bodily injury and property damage. The Public Liability insurance shall be written on a comprehensive form and include, without limitation, coverage for premises and operations, completed operations, independent contractors, broad form property damage, blanket contractual and personal injury. The required limits of liability are:

\$2,000,000-	General Aggregate
\$2,000,000-	Product-Completed Operations Aggregate
\$1,000,000-	Personal and Advertising Injury
\$1,000,000-	Each Occurrence
\$ 50,000-	Fire Damage/Fire
\$ 5,000-	Medical Expense/Person

Automobile Liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000. and \$2,000,000. aggregate.

Patent/Copyright Liability: the contractor shall indemnify and save the City harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this contract.

The City shall be named as "Additional Insured" on all policies.

### **Defense of CITY**

All insurance companies shall have the duty to defend the City against liability or property damage claims arising from the conduct of the contractor and/or agents or employees.

### **Liquidated Damages**

In the event the contractor fails to complete all work prior to the date specified herein, the contractor shall pay liquidated damage in the amount of two hundred dollars (\$200.00) per day beyond the specified date of completion. For the purposes of liquidated damages only, completion of all work no later than February 18, 2009 is defined as follows:

1. Completed property record cards with all measurements, listings, sketches, pricing, review and final valuations.
2. Final Assessment notices addressed and in envelopes prepared for mailing.

Liquidation damages due under this clause shall be deducted from the contract price and will represent a fair and equitable estimate of the damages the City will suffer if the contractor's work is not completed by February 18, 2009. The City shall have the right to use the funds withheld from each periodic payment of these contract specifications to satisfy in whole or in part, this liquidation damages clause. Delays occasioned by strike, explosion or acts of God or an order of court or other public authority *are* accepted.

Time is of the essence for purposes of Liquidated Damages

### **Indemnification**

The contractor agrees to indemnify, defend and save harmless, the City of Torrington, as well as its officers, agents and employees from any and all claims and losses accruing or resulting from the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of this Contract.

## **CHANGES AND SUBLETTING OF CONTRACT**

### **Changes**

Changes in these specifications or to the contract will be permitted only upon mutual agreement of the contractor and the City, in writing, signed and dated by both parties and a properly executed copy of such filed with the Purchasing Agent.

### **Subletting**

The contractor shall *not* assign, transfer or sublet the contract, or any interest or part therein, without receiving written approval of the City. It is mutually agreed and understood that such consent by the City shall in no way release the contractor from any responsibility or liability under the contract.

## **COMPLETION DATE AND TIME SCHEDULE**

The contractor shall commence the revaluation work not later than June 30, 2007, and shall continue uninterruptedly in a diligent fashion so as to ensure completion within the schedule of completion dates hereinafter set forth below:

### **Completion Dates**

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

Complete and delivered to the Assessor land study and values set by March 3, 2008.

Complete and delivered to the Assessor study of market rents, expenses and capitalization factors by May 30, 2008.

Complete and delivered to the Assessor residential data verification by September 15, 2008

Complete and delivered to the Assessor commercial, industrial, public utility, and tax-exempt data verification by September 15, 2008.

The Assessor completes the review and makes adjustments for real property no later than October 31, 2008.

The contractor will pay postage to mail the assessment change notices, in compliance with the Connecticut State Statutes, Section 12-62(f), by November 10, 2008.

Informal hearings shall begin no later than November 17, 2008 and end no later than January 14, 2009.

Notices of results, finalized after the informal hearing are to be mailed out , computer file is updated and final property record cards printed no later than February 11, 2009.

***Property record cards shall be provided on Compact Disc to the Assessor in map, block, and lot order no later than May 1, 2009.***

### **Assessment Date**

The completed appraisals, upon approval of the Assessor, will serve as the basis for assessments effective on the Grand List of October 1, 2008.

### **Delays**

The contractor shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, order of court or other public author.

## **PAYMENT SCHEDULE**

### **Periodic Payments**

Payments shall be made in the following manner:

Thirty (30) days after the execution date of this contract, and at the end of each thirty (30) day period thereafter for the term of this contract, the contractor will certify in writing to the Assessor the percentage of the total work completed under the contract which the contractor has performed during the said thirty (30) day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the Assessor. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule as shown below.

The City, upon determination by the Assessor that work during said period is accurate, will pay to the contractor a percentage of the total compensation due under the contract equal to the percentage of work certified complete during said period, less ten percent (10%) retainage by the City. When determined by the Assessor that the contractor has performed fully and satisfactorily all its obligations, requirements and litigation, under the contract and upon the completion of work of the Board of Assessment Appeals on the October 1, 2008 Grand List, the City will return to the contractor the balance of retainage.

This contract makes provisions for a reduction of the performance bond to 10% of the contract price so as to ensure the defense of any appeals resulting from the revaluation work.

### **Fiscal Year Limitations:**

The contract cost shall be paid in the 2006/2007, 2007/2008 and 2008/2009, City Fiscal Years according to the provisions of this section and subject to the appropriation of necessary funds by the City's fiscal authority. The contractor shall incur no cost in any fiscal year in excess of that year's annual appropriation plus the balance of prior years' unexpended appropriations.

**Estimated Stages of Completion – PART I - Residential**

CODE	TASK	%	AMOUNT
100	Bonding, office set-up, project setup, Software Installation, (if applicable) training, public relations*	10	
200	Sales and Data Collection	20	
300	Residential valuation review, data entry	35	
400	Impact notices, field work, data entry	15	
500	Project finalization, change notices, informal hearings,	20	
TOTAL:		100	

**PART II – Commercial and Industrial**

CODE	TASK	%	AMOUNT
100	Bonding, office set-up, project setup, Software Installation, (if applicable) training, public relations*	10	
200	Commercial/Industrial field review.	20	
300	Commercial/Industrial Valuation,	10	
400	Income production, reconcile cost and income	30	
500	Impact notices, field work, data entry	15	
600	Project finalization, change notices, informal hearings,	15	
TOTAL:		100	

Cost of litigation included as part of project finalization.

**RESPONSIBILITIES OF CONTRACTOR**

**Good Faith**

The contractor shall, in good faith, use its best efforts to assist the Assessor in determining accurate and proper market valuations, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities specified herein.

**Public Relations**

The City and the contractor of this revaluation project recognize that a good public relations program is required in order to inform the public as to the purpose, benefits and procedures of the revaluation program. The contractor shall conduct a public information campaign, which includes media releases and oral presentations. (All information and releases must have prior approval of the Assessor.) Individual presentations will be directed to taxpayers, local officials, business and civic groups so that they better understand the scope and objectives of the project. The contractor shall supply visual aids and other media as needed to insure this end. This campaign will continue on a regular basis for the duration of the entire project.

**Assessor's Office Training Program**

The contractor shall train the City's Assessor's Office staff in such manner that at the completion of the project, the staff will be knowledgeable in the operation of all phases of the valuation system. On-the-job training where feasible, shall consist of the City's Assessor and office staff working on the appropriate phases of this project under the contractor's supervision.

The contractor shall submit a reasonable training plan and schedule to achieve the objective stated above prior to the commencement of the project.

### **Conduct of Company Employees**

As a condition of this contract, the contractor's employees shall at all times treat the residents, employees and taxpayers of the City with respect and courtesy. The contractor shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

### **Records**

#### **General Provisions**

The contractor shall provide all record cards, street cards, supplies, equipment, forms, literature, notices and papers to be used in this project at no additional cost to the City. All forms shall be subject to approval by the Assessor as to format, design, content, shape, size, color, quality and quantity and shall be further subject to the approval of the Secretary of the Office of Policy and Management as may be required by Connecticut General Statutes. At the completion of the project, the contractor shall provide the City with a reasonable additional supply, not to exceed 10% of parcel count, of the necessary forms used to support the contractor's computer-assisted mass appraisal program.

#### **Records are City Property**

The original or a copy of all records and computations, including machine readable databases, made by the contractor in connection with any appraisal of property in the City shall, at all times be kept in the Torrington City Hall, and be the property of the City and, upon completion of the project or termination of this contract by the City, shall be left in good order in the custody of the Assessor. Such records and computations shall include, but not be limited to:

- Assessor's Maps.
- Land Value Maps.
- Materials and Wages, Cost Investigations and Schedules.
- Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches.
- Capitalization Rate Data.
- Sales Data.
- Depreciation Tables.
- Computations of land and/or building values.
- All letters of memoranda to individuals or groups explaining methods used for appraisals.
- Operating statement of income properties.
- Duplicated notice of valuation changes.
- Database of all property records, CAMA system, and integration with administrative system.

In addition, throughout the conduct of said revaluation, any criteria, guidelines, price schedules or statement of procedures used in such revaluation by the Contractor shall be available by contractor for public inspection in the Assessor's office and shall be available thereafter, all in accordance with Section 12-62(c) of the Connecticut General Statutes.

#### **Assessor's Records**

The contractor shall use a system approved by the Assessor for the accurate accounting of all records and maps, which may be taken from the Assessor's office in conjunction with this project. All such records and maps shall be returned immediately following their use. None of the Assessor's records shall be taken outside the corporate limits of the City without prior written permission of the Assessor.

The Assessor will permit the contractor to copy all residential building sketches from existing field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds, and swimming pools. The contractor will be permitted to copy and sketch all commercial and industrial properties, which are presently outlined on existing Assessor's field cards.

#### **Property Record Cards (Street Cards)**



The contractor shall complete and file by street, Property Record Cards, commonly referred to as "Street Cards" or "Field Cards". These cards shall contain all manner of information affecting value, including but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with the unit of value applicable to each, public utilities available, public improvements, census tract number, zoning regulations in effect as of the assessment date. All physical improvements shall be listed giving all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical, functional and economic depreciation, depreciated values, fair market value and 70% assessment value will be shown. A computer-generated sketch of all buildings, with the appropriate scale of such sketch, shall also be shown on these cards.

## **ASSESSMENT NOTICES**

At the close of the revaluation, a notice shall be sent, at the contractor's expense by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the property identified in the notice, prepared in duplicate and in conformity with the Connecticut General Statutes Section 12-62(f). The contractor will provide and prepare the needed information for the notice. Also enclosed with such notice shall be information specifying the dates, times and places of the informal public hearings and information describing the property owner's right to appeal the valuation of his property, including the manner in which an appeal may be filed with the Board of Assessment Appeals. Such notices shall be subject to approval by the Assessor in accordance with Connecticut General Statutes.

The Company shall, at its own expense, send out an additional notice for real property classified under P.A. 490 (farm, forest, open space.)

## **INFORMAL PUBLIC HEARINGS**

At a time mutually agreeable to the Assessor and the contractor and following completion of all review work by the Assessor and the contractor, the contractor shall hold public hearings so that owners of property or their legal representative may appear at specified times to discuss, with qualified members of the contractor's staff, the valuations of their property. The contractor's personnel shall explain the manner and methods of arriving at value. Informal public hearings, at the Assessor's discretion, may be held on weeknights and Saturdays. The Contractor shall have at least (2) two people making appointments for informal public hearings.

The contractor, in conjunction with recommendations of the Assessor, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration, and an adjustment shall be made where warranted. The public hearings shall be completed by December 21, 2008.

The contractor shall keep a record, on a form approved by the Assessor, of all owners that requested a hearing and the result of that hearing. A copy of those records shall be given to the Assessor.

The contractor shall require each person, or his or her legal representative, who appears at a hearing to sign a form indicating whether or not the contractor shall re-inspect the property being questioned; such decision to re-inspect to be at the reasonable discretion of the contractor. Any such re-inspection shall be made as soon as possible. This form shall be approved by the Assessor and provided by the contractor. The completed and signed forms shall be turned over to the Assessor at the conclusion of the hearings. The contractor shall, at its expense by first class mail, notify each taxpayer that has appeared at an informal public hearing of the results said notice of results to be approved by the Assessor.

The contractor shall be responsible for sending notice, by First Class mail at the contractor's expense, to each taxpayer or his or her legal representative who appears at these hearings seeking review of valuation. Such notice shall include the original valuation determined by the contractor and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be subject to approval by the Assessor and shall contain information describing the property owner's rights to appeal the valuation, including the manner in which an appeal may be filed with the Board of Assessment Appeals.

## **BOARD OF ASSESSMENT APPEALS**

To assist in the settlement of complaints and to explain the valuations made, the contractor shall have a qualified member or members of its staff, approved by the Assessor, available for attendance at any deliberations of the Board of Assessment Appeals held after the completion of the revaluation, Sundays excluded. Such availability and attendance shall not be required after the date for the completion of the duties of the Board of Assessment Appeals on the October 1, 2008 Grand List or for one complete calendar year beyond completion of the revaluation, whichever comes first.

## **LITIGATION**

In the event of appeal to the courts, the contractor shall furnish a competent witness or witnesses, approved by the Assessor, to defend the valuation of the properties appraised. It is understood that the contractor shall furnish said witness or witnesses on any court action instituted on the October 1, 2008 Grand List assessments for up to five days at no charge. After the initial five days, a per diem rate of \$300.00 for residential properties, and \$400.00 per diem for commercial/industrial properties will be charged. The contractor will provide contractor will also comply with any request to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation described herein, at no additional charge. The contractor shall not be held responsible for any assessment changed from the original valuation figure by parties other than the contractor.

## **INFORMATION**

### **Information to City**

The contractor shall give to the Assessor any and all information requested pertaining to the project for a period of one (1) year after completion of the duties of the Board of Assessment Appeals on the October 1, 2008 Grand List, without any additional cost to the City.

## **ASSESSMENT ADMINISTRATION MODULE**

The contractor is responsible for matching all parcels and accounts in the appraisal file with the administrative file. The contractor shall be responsible for entering an account number or other acceptable means of parcel identification on the CAMA System from which the ability to transfer values from one system to other arises. A list of all discrepancies acceptable means of parcel identification on the CAMA System from which the between the appraisal and administrative system shall be submitted to the Assessor with recommendations for correcting such discrepancies. The contractor shall be responsible for all costs of bridging the CAMA System to the Administrative/tax billing system.

## **SOFTWARE**

### **Scope of existing software:**

The *Appraisal Vision*® computerized mass appraisal system (CAMA) includes the capability to value all property via the cost approach. Commercial properties may also be valued via the income approach. This CAMA system encompasses all pertinent information in the areas of property identification, including ownership and land and building characteristics. This information is arranged in a manner to enable the CAMA system to compute valuation data for all properties. The contractor shall be responsible for all data maintenance associated with the complete performance of this contract.

### **CAMA System**

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

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

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

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

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

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

4. Output to standard analytical software programs the following measurements and sales/assessment ratios by property type and neighborhood: Sales prices; assessments; the mean sales/ assessment ratios by property type and neighborhood: Sales prices; assessments; the mean sales /assessment ratio; the median sales/assessment ratio; the coefficient of dispersion; the standard deviation; the coefficient of variation; the price-related differential; and the "unsold property test".

## **IMAGING**

A visual imaging database integrated within the CAMA System installed by the contractor shall be in place by the completion of this project. This will provide the City with the ability to randomly retrieve an image of any parcel described on the CAMA data file. The City's current image file has been kept up to date since the 2003 revaluation. The files are stored in JPG format. Conversion of these images will be at contractor's expense. The imaging shall be included in the cost of the bid by the contractor, to insure that each parcel has a *current* photo.

## **VALUATION STANDARDS**

### **Market Approach**

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

### **Sales Verification**

The contractor and the Assessor shall determine the validity of all sales for the prior two (2) years. A complete inspection and measurement check must be made of the property to determine the correctness of the current physical listing. A sales file shall be developed which will reflect the property characteristics of the property as of the date of sale. These validated sales will be the basis for the comparable sales approach for the residential properties. The contractor shall develop and provide the Assessor with written documentation for the sales verification effort.

### **Cost Approach**

The contractor shall derive a value for real property by estimating the current cost to replace or reproduce the existing structure, deducting for all accrued depreciation in the property, and adding the estimated land value. The contractor shall develop cost schedules based on current costs of labor and materials prevailing in the City during the year immediately proceeding October 1st, 2008 valuation date.

### **Income Approach**

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

### **Land Valuation**

The land values will be derived from market sales and/or land residual analysis of all sales data occurring during the two-year period prior to October 1, 2008. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the Assessor.

The land values will be set by the contractor and reviewed by the Assessor. In the event of any disagreement between the Assessor and the contractor, the Assessor shall have the final decision confirming all land values and methods. The contractor, if applicable, shall calculate both full value and the 490 values. The contractor shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources for information relative to sales of properties within the City. All factors affecting the final values of land shall be considered, such as location, zoning, inland wetlands, topography, soil condition, utilities, size, and vacancy, form of ownership, non-conforming uses, and zoning variances.

### **Neighborhood Delineation**

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

### **Depreciation Analysis**

The contractor shall develop and explain separately depreciation on the property record card and/or worksheet, (if used). Land values shall be added to the depreciated improvement value. Compare the depreciated replacement cost of each property with the value produced via income analysis, or sales comparison, and develop obsolescence guides by type of property and location. Analysis should be reviewed with the Assessor and a copy shall be provided at the completion of the project.

### **VALUATION OF REAL ESTATE**

The contractor will calculate a value estimate for each parcel that will be comprised of land, building, outbuilding, and total value. The final value shall reflect 70% of fair market value as of October 1, 2008. The contractor shall compute to the nearest 100 dollars the value of all properties identified above.

### **Residential Properties**

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

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

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

### **Commercial and Industrial Properties**

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

The City will be responsible for the collection of these income/expense forms, while the contractor will be responsible for the field verification of this data. The contractor shall be responsible for collecting income and expense of five families and less. The contractor subject to the approval of the Assessor will handle the analysis of the data.

The CAMA System will give the appraiser/assessor the ability to model the market place by physical characteristics, construction type, and actual use for income producing properties and apply the results of the models to individual commercial or industrial properties. The models are used to assign appropriate economic rent and expense information that is keyed to the location of the property and the allocation of building space for potential or actual use.

The review appraiser will be provided with a single review document which provides information regarding the physical characteristics of the property, the indicated cost approach, and one or more approaches to value that have already been adjusted to reflect the location, age, and condition of the subject property.

Capitalization rates shall be developed by type of property, and location. When the Assessor has approved capitalization rates and techniques, the contractor shall perform income approaches using both actual and economic income and expense data.

All fixed machinery and equipment serving a building and taxable as real estate shall be listed within that building and priced in accordance with procedures as outlined in the applicable price schedule. If a question exists whether certain machinery or equipment is taxable as real estate, the contractor shall bring the question to the attention of the Assessor and be bound by his/her determination.

All final reviews and inspections shall be made in the same manner and for the same purpose as prescribed for residential properties. The reviewer shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible.

## **INSPECTION OF RESIDENTIAL BUILDINGS AND STRUCTURES**

### **Physical Details**

The City shall make available the current listing of the physical construction details of all residential buildings and structures and all structural improvements appurtenants of the residential property.

The contractor shall make a careful and complete listing of physical construction details of *all* residential properties, buildings and structures and all structural improvements appurtenant to residential property in the City on proper forms as previously covered in these specifications.

### **Physical Inspection**

The contractor shall send an inspection letter, at least 30 days prior to each property being inspected, at the contractor's expense. The contractor guarantees to make a careful inspection of the complete interior and exterior of *all* properties, excluding those wherein the owner refuses permission to inspect.

The data collector shall have each interior inspection verified, including the date of the inspection, by having an *adult owner or resident* of each building or dwelling unit sign the data collection form. At no time, shall any employee of the contractor enter *any* structure, which is occupied solely by a minor. A minor is defined as any individual less than 18 years of age.

Where necessary, the contractor shall make one (1) call back if no adult occupant of the property is present at the initial visit. Call back must be on a weekday between 5:00 PM and 8:00 PM, or on a Saturday. The time and date, at which a call back was made, shall be noted on the data collection form.

If after one (1) call back, contact was not established with a property owner, a notification letter approved by the Assessor, shall be mailed by the contractor to notify the property owner that a representative of the contractor was not able to make contact and request that within a prescribed time limit the property owner contact the contractor by telephone or by mail, to schedule an appointment for the interior and exterior inspection of the property. If the property owner does not arrange for and keep an appointment for an interior and exterior inspection of the property within the prescribed time limit, it shall be considered a refusal of permission and the Assessor shall be notified.

The contractor must provide to the Assessor a monthly status report as to the percentage of interior inspections with signatures that have been obtained in relationship to the total number of properties that have been inspected.

### **Exterior Inspection**

All residential properties shall be measured to the nearest foot.

The contractor, for accuracy against the Assessor's current records, shall review the perimeter of all improvements on said residential properties. If it is evident to the contractor that the sketch or any part thereof is inaccurate for any reason, the contractor shall measure the entire improvement. Physical data and characteristics of the land parcel shall be observed and recorded in the field.

### **Review**

All properties shall be reviewed in the field (viewed by physical observation/inspection) by the contractor's personal certified as reviewers.

The contractor, shall provide to the Assessor written procedures for the conduct of the field review at least thirty (30) days prior to the date of the commencement of the field review.

All properties shall be reviewed for correct listing of exterior information, classification, and final value and to assure that the valuations are accurate and consistent for comparable properties.

## **CONTROL AND QUALITY CHECKS**

### **Field Checks**

The Assessor shall spot check in the field, properties picked at random by him/her with or without the appropriate notice to the contractor's supervisor.

### **Building Permits**

The Assessor's office is responsible for the data collection of *all* building permits. For appraisal purposes, a procedure will be established to notify the contractor of all building permits and periodically update their status.

## **Incomplete Construction**

The contractor shall provide to the Assessor a report of all property record cards that have incomplete improvements on the October 1, 2008 Grand List. The property record card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date.

## **Sales Analysis**

Sales analyses of properties shall be performed as a means of sustaining the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. Any additional requests for sales analyses by the Assessor shall also be performed.

## **RESPONSIBILITIES OF THE TOWN**

### **Nature of Service**

It is clearly understood and agreed that the service rendered by the contractor are in the nature of assistance to the Assessor and all decisions as to proper valuation shall rest with the Assessor.

### **Property Transfers**

The City shall maintain all property splits and transfers occurring during the course of the revaluation and update the revaluation database as necessary. The contractor shall train the Assessor's office staff at contractor's own expense.

### **Cooperation**

The Assessor, City, and its employees will cooperate with and render such assistance as it deems reasonable to the contractor and its employees, including the following;

- 1.The City shall furnish one (1) digital map of the most up-to-date City tax maps that are currently available showing streets, property lines and boundaries.
- 2.The City will provide current City zoning regulations and zoning maps.
- 3.The City will make available complete electronic database of existing CAMA system in either ASCII text or excel format for conversion or updating throughout the revaluation. Other data requirement needed and not keep in existing database or not able to electronically convert to the contractor's CAMA system will be the responsibility of the contractor to input at contractor's own expense. Existing record cards in the Assessor's office will be made available to the contractor for verification.
- 4.The City's Assessor shall sign communications to be mailed at the contractor's expense, for the purpose of contacting a property owner for inspection of the property.
- 5.The City shall make available through the Assessor's or Tax Collector's Office the current mailing address and other relative data that exists on the administrative program for all property owners.

### **Obligation to Keep Current:**

The City shall continuously update the information specified above in a reasonably current manner

### **Sales Information:**

The City shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

## **TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR**

## **Records**

Regular periodic delivery of appraisals as completed and in accordance to a schedule herein above set forth or agreeable to the Assessor, shall be made to the Assessor for his/her review. All appraisals of buildings either complete or under construction and all completed and/or corrected records shall be turned over to the Assessor as of September 15, 2008. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of October 1, 2008. This information and/or appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under provisions of applicable law.

It is understood and agreed that the reappraisal of properties covered by this contract shall meet or exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statutes sec. 12-62I-1 to 12-62I-7), shall conform to the procedures and technical requirements of the Assessor and, at least biweekly, Contractor shall meet with the City's Assessor to discuss the progress and various other details of the project.