

**CITY OF TORRINGTON
REQUEST FOR PROPOSAL
2014 REAPPRAISAL AND REVALUATION
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INSTRUCTIONS TO PROPOSERS

Sealed proposals will be received by the Purchasing Agent, City Hall, Room 206, 140 Main St., Torrington, CT until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department. Proposals received later than the date & time specified will not be accepted. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened. 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. The City shall not incur any costs for the preparation of the submitted proposals for the City's review. 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. 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 in person to the Purchasing Agent at pennie_zucco@torringtonct.org. All bidders questions pertaining to the contract specifications and plans under this contract shall be placed in writing. Any fax or email shall be followed up with a telephone call to verify receipt. All replies will be in writing 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 by addendum. 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. **Note: Documents must be signed *before and sealed by a Notary Public*. Only documents bearing a notary seal will be accepted.**

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 and/or all bids at their sole discretion. 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.

INDEMNIFICATION: 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 uncopyrighted 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. To the fullest extent permitted by law, The bidder shall indemnify and hold harmless the Municipality, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting hereto from and (b) is caused in whole or in part by any negligent act or omission of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.

In any and all claims against the Municipality, its officers, agents, servants and employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under these sections to be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

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, or Certified Check.

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).

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, to award the contract to a bidder other than the lowest bid 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.

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 _____

NOTE: Documents must be signed before, and sealed by, a Notary Public. Only documents bearing a notary seal will be accepted.

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__.

Surety Company

Authorized Representative's Signature

Notary Public

Title

My commission expires _____

NOTE: Documents must be signed before, and sealed by, a Notary Public. Only documents bearing a notary seal will be accepted.

**CITY OF TORRINGTON
2014 REAPPRAISAL & REVALUATION SPECIFICATIONS
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PART II

CONTRACT



2014 REAPPRAISAL AND REVALUATION RFP #REV-001-041013 SPECIFICATIONS

The City of Torrington, Connecticut is undertaking a program to revalue all Real Property, effective October 1, 2014. Contractors interested in providing the Revaluation Services set forth in the attached Specifications are invited to submit a sealed proposal to the Purchasing Agent, Room 206, City of Torrington, CT 06790, no later than 10:00 AM on April 10, 2013. Submitted proposals should include an original and three (3) copies. Proposals received later than the date and time specified will not be accepted. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened. Amendments to or withdrawal of any section of the submitted bid received later than the time and date set for the bid opening will not be considered. The City shall not incur any costs for the preparation of the submitted proposals for the City's review. Bid proposals must remain in effect for a minimum of thirty (30) days unless otherwise noted elsewhere in the bid specifications.

Questions must be submitted by March 12, 2013 at 1:00 PM. All questions should be submitted by email to donna_patchen@torringtonct.org. All information given by the City except by written addendum shall be informal and shall not be binding upon the City nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the City. Questions will be answered through an addendum which shall be posted on the city's website. Potential respondent's are responsible for checking the city's website within 48 hours of the opening. Contractors mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. **Proposals may not be submitted by e-mail.**

Issuance of this RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon the approval of the Torrington City Council in a public meeting.

Please provide any additional information about your firm that you believe will assist the City in making its selection.

All proposals shall be sealed and addressed to the City Purchasing Agent and the outside envelope clearly marked:
"RFP # REV-001-041013 2014 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, to award the contract to a bidder other than the lowest bid and to award the bid and/or contract as will best serve the public interest.

The Assessor reserves the right to amend this proposal for the Revaluation Program for equitable assessments at any time prior to the deadline for submission of proposals and to reject any or all proposals received if they determine it to be in the best interests of the City. The City is licensed to utilize the eQuality Valuation Services LLC® CAMA Software of Waterbury, CT. The City of Torrington presently has a license to use Version 2.12.3. The MS SQL versions currently running are 2005, 2008, 2008 R2 and 2012. 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 billing and collection system, (**Quality Data Service Inc.**). Any software upgrade cost must be specified in the bid proposal.

CITY DATA

1. The last revaluation was effective October 1, 2008.
2. The population is estimated in 2011 to be 36,376.
3. The area of the City is 40 square miles.
4. Administration\Tax Billing System is: **Quality Data Service Inc.**
5. Current CAMA System is: Version 2.12.3, eQuality.

The City currently has Internet and World Wide Web and requests 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 with contact information
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**.

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.

QDS: The abbreviation "QDS" stands for Quality Data Service, which provides the current administrative software to the CITY.

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

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, 2014.

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:

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

EFFECTIVE DATE: The effective date for this assessment project shall be for the October 1, 2014 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, 2014.

PARCEL COUNT

The contractor's price for the revaluation is based upon the following anticipated parcel counts total # of parcels **14,680** by the City as of October 1, 2012. (Electronic disk available upon request.) ***** (see page 4)

Building Type Summary:

		Description	Bldgs
Residential	100	Single Family	8,869
		Condominiums	1,670
		Condo Garages	158
		Mobile Homes	29
		Two Family	1,454
		Three Family	376
		Apartments General	124
		4 Family	40
		Group Care Homes	6
#parcels		Comm & Ind Vacant Land	963
Commer	200	Apartments (5 or more unit)	65
		Rooming House	3
		Water Company (Private U)	1
		Apartments (High Rise)	1
		Motels	4
		Banquet Hall	1
		Bars/Taverns	13
		Gas/Mini Mart	18
		Distribution Warehouse	1
		Dormitory	1
		Drug Store	4
		Fast Food	17
		Volunteer Fire Station	3
		Fitness Center	2
		Community Shopping Cent	6
		Neighborhood Shopping C	10
		Office Condo	23
		Auto Dealer	9
		Commercial Garage	38
		Convenience Store	2
		Full Service Hotel	1

		Description	Bldgs
Comme	200	Assisted Living	1
		Fish & Game	1
		Club House	18
		Church – Sanctuary (Chapel)	26
		Church Schools (Educational wing)	1
		Church with Sunday School	1
		Community Recreation Center	5
		Community Service Bldg	2
		Fellowship Hall	1
		Lodge	1
		Pump House	5
		Rectory	5
		Research & Development	2
		Retail Store	122
		Retirement Community	19
		Rooming House	3
		Service Center	21
		Service Garage	41
		Showroom	5
		Supermarket	3
		T-Hanger	1
		Theatre-Cinema	1
		Theatre – Live Stage	1
		Transit Warehouse	1
		Warehouse Discount Store	2
		Veterinary Hospital	2
		Heavy Manufacturing	6
Ind/Util	300	Utility Building	3
		Light Industrial	81
		Warehouse	155
Gvrnm		St of Ct (College Classroom)	2

	Carwash	5
	Mixed Use Retail/Aptmts	63
	Mixed use Retail/Office	22
	Mall Anchor – Big Box	1
	Bank Branch Bldg	16
	Medical Offices	35
	Mini Warehouse	18
	Day Care Center	1
	Offices	4
	Funeral Home/Mortuary	5
	Office Buildings	145
	Bowling Center	1
	Regional Shopping Center	1
	Indoor Tennis Club	1
	Golf Course/country Club	1
	Restaurant	29
	Nursing Homes	7

State/M	State of Connecticut (UCONN Branch)	1
	State Armory	1
	Government Buildings	4
	Vocational School	3
	Municipal Fire Station - staffed	2
	General Hospital Buildings	10
	Elementary School	9
	Elementary School small	2
	High School	1
	Police Station	1
	Post Office & processing facility	5
	Middle School	1
	Public Library	1

***** The chart starting on page 3 and ending above represents the total number of **buildings by building type**.

The 2012 Grand List total number of accounts by Class as follows:

- Residential - 12,564
- Commercial/Industrial/Public Utility - 871
- Vacant Land - 963
- 490 use Assessment – 217
- Apartments - 65

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, as needed, 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

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. 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

No resident of the City of Torrington or city employee shall be employed by Contractor without the prior approval of the Assessor.

PROTECTION OF THE CITY

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 Attorney. 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, 2014.

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 ten (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 (2) 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 January 15, 2015 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 January 15, 2015. 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 first receiving written approval of the City. It is mutually agreed and understood that said consent by the City shall in no way release the contractor from any responsibility or liability as covered in these specifications and under the contract.

COMPLETION DATE AND TIME SCHEDULE

The contractor shall commence the revaluation work not later than June 30, 2013, 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, *preliminary* land study and values set by **March 3, 2014**.
Complete and delivered to the Assessor, *final* land study and values by **October 8, 2014**.
- Complete and delivered to the Assessor study of market rents, expenses and capitalization factors by **May 30, 2014**.
- Complete and delivered to the Assessor *all* residential sales verification by **October 1, 2014**.
Sales verification to be verified within 15 days of the date the sale was recorded in the land records.
- Complete and delivered to the Assessor Commercial, Industrial, Public Utility, and Tax-Exempt data verification by **October 8, 2014**.
- The Assessor completes the review and makes adjustments for real property no later than **October 31, 2014**.
- The contractor will pay postage to mail the assessment change notices, in compliance with the Connecticut State Statutes, Section 12-62(f), by **November 15, 2014**.
- Informal hearings shall begin no later than **December 1, 2014** and end no later than **January 10, 2015**.
- Notices or results, finalized after the informal hearings are to be mailed out, computer file is updated and final property record cards printed, no later than required by Connecticut General Statute 12-62(f).

Property record cards shall be provided on Compact Disc to the Assessor in map, block, and lot order no later than May 1, 2015.

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, 2014.

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 the certification of the Contractor concerning 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, 2014 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 2013-/2014, 2014-2015, 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, CAMA upgrade (if applicable) training, and public relations*	10	
200	Sales and data collection	20	
300	Residential valuation review and data entry	35	
400	Impact notices, any field work and data entry	15	
500	Project finalization, change notices and informal hearings	20	
Total		100	

PART II – Commercial and Industrial:

CODE	TASK	%	AMOUNT
100	Bonding, office set-up, project setup, software installation, CAMA upgrade (if applicable) training, and 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 and data entry	15	
600	Project finalization, change notices and informal hearings	15	
Total		100	

Cost of litigation included as part of project finalization.

RESPONSIBILITIES OF CONTRACTOR

Contractor

Each company, corporation, partnership, or individual, hereinafter termed Contractor, must hold, from the time of submission of the proposal through the completion of all work hereinafter required, a valid Connecticut Revaluation Company Certification pursuant to Section 12-2c of the Connecticut General Statutes.

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 provide completed, and filed by street, Property Record Cards, commonly referred to as "Street Cards" or "Assessment 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, which will consist of one (1) MAI present for the Commercial and/or Industrial hearings, 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, 2014.

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.

LITIGATION

In the event of appeal to the courts, the Contractor shall furnish a competent witness or witnesses, which will consist of a licensed residential appraiser one (1) MAI for Commercial and or Industrial, 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, 2014 Grand List assessments for up to five days at no charge. After the initial five days, a per diem rate of (three hundred) \$300.00 for Residential properties and (four hundred) \$400.00 per diem for Commercial/Industrial properties will be charged. The Contractor will provide supporting data, including any written documentation if deemed necessary by the Assessor. The 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, 2014 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 *eQuality*® 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.

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".

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 preceding October 1st, 2014 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, 2014. 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, 2014. 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 more. 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/REVIEWS

Inspection: The Assessor's office is responsible for the data collection of *all* building permits.

Review(s): All neighborhoods shall be reviewed via car (driven) by Contractor personnel. No physical inspections will be required except sales: **All sales shall be physically inspected and verified by Contractor as they are recorded on the land records.**

CONTROL AND QUALITY CHECKS

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 CITY

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 kept 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 October 8, 2014. The final review shall take into consideration any known or apparent changes in the individual property since they were first reviewed in order that the final appraisal of property shall be appraised as of October 1, 2014. 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 contact shall meet or exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statutes sec. 12-621-1 to 12-621-7), 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.

PROPOSAL CHECKLIST

All of the following items *MUST* be included with the Proposal. Each item must be clearly identified and listed.

Item #1	Listing of all municipal revaluations performed during the past three (3) years.
Item #2	Listing of all municipal revaluations, now underway or under contract.
Item #3	Listing of personnel to be assigned to CITY'S revaluation.
Item #4	Description of the methodologies to be used for assessing values for residential, Commercial, industrial, and vacant land parcels.
Item #5	Description of sales analyses to be performed to verify accuracy of valuations.
Item #6	Listing of municipalities now using the proposed computer assisted mass appraisal (CAMA) software.
Item #7	Description and outline of summary of the proposed public relations program.
Item #8	Copy of the firm's current Connecticut Revaluation Certification.
Item #9	Indication of how many years the firm has been engaged as a company, corporation, partnership, or individual specializing in municipal revaluation services.
Item #10	Certified check or Bid Bond for five percent (5%) of the bid submitted.
Item #11	A schedule and percentage of completed work based upon experiences of the Contractor, in performing revaluations, and based upon the contract's specifications, as set forth in the Contract Specifications on the enclosed form.

PROPOSAL FORM FOR 2014 REVALUATION

PROJECT: THE REAPPRAISAL AND REVALUATION OF REAL PROPERTY (TAXABLE AND EXEMPT), LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF TORRINGTON, CONNECTICUT, EFFECTIVE OCTOBER 1, 2015

The undersigned, duly authorized agent for the individual, partnership, corporation or other entity (hereinafter called Contractor) submitting this Proposal affirms and declares:

- a) That this RFP is executed by said CONTRACTOR with full knowledge and acceptance of the CONTRACT (including the Reappraisal and Revaluation Specifications) enclosed with the Proposal on the subject project.
- b) That should this Proposal be accepted in writing by the City of Torrington, Connecticut (hereinafter called CITY), said CONTRACTOR will furnish the services for which this Proposal is submitted at the dollar amount indicated and in compliance with the provisions of said CONTRACT and CONTRACT SPECIFICATIONS.
- c) That this Proposal is accompanied by surety in the amount of FIVE percent (5%) of the dollar bid in the form and amount indicated below:

Certified Check	Amount \$
Bid Bond	Amount \$
- d) If a Certified Check is submitted, it shall be made payable to the "CITY OF TORRINGTON".
- e) That all items, documents and information required to accompany this Proposal of the aforesaid PROPOSAL, FORMAT AND CONTENTS are enclosed herewith.
- f) That the CONTRACTOR proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid Proposal Specifications for the total amount of:

RESIDENTIAL & EXEMPT REAL PROPERTY PROPOSAL PRICE IN FIGURES

RESIDENTIAL & EXEMPT REAL PROPERTY PROPOSAL PRICE IN WORDS

COMMERCIAL, INDUSTRIAL AND PUBLIC UTILITY REAL PROPERTY PROPOSAL PRICE IN FIGURES

COMMERCIAL, INDUSTRIAL AND PUBLIC UTILITY REAL PROPERTY PROPOSAL PRICE IN WORDS

PROPOSAL FORM FOR 2014 REVALUATION (Continued)

FIRM NAME OF PROPOSER _____

ADDRESS: _____

BY: SIGNATURE _____

CONTACT PERSON: _____

TELEPHONE/FAX NUMBERS _____

CONTRACT

THE COMPLETE REAPPRAISAL AND REVALUATION OF REAL PROPERTY (TAXABLE AND EXEMPT), LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF TORRINGTON, CONNECTICUT EFFECTIVE OCTOBER 1, 2014

This agreement, made this ____ day of ____ 2013, by and between the City of Torrington, a Municipal Corporation located in the Litchfield County, State of Connecticut, hereinafter termed the CITY, acting by and through its ASSESSOR, Donna L Patchen, having been so duly authorized, and _____ hereinafter termed the CONTRACTOR.

WITNESSETH THAT:

WHEREAS, the CITY, through its Assessor, plan to undertake a **complete** reappraisal and revaluation of all real property located within the corporate limits of the CITY; and,

WHEREAS, the CONTRACTOR is to assist the Assessor in making such reappraisal and revaluation and represents that it is experienced and qualified to carry on such work, and is familiar with the recognized appraisal practices and with the standards required for determining ad valorem values for assessment purposes,

NOW, THEREFORE, the CITY and the CONTRACTOR, for the consideration and under the conditions hereinafter set forth, hereby agree as follows:

1. ENGAGEMENT OF CONTRACTOR

The CITY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to make a **complete** reappraisal and revaluation of all real property located within the corporate limits of the CITY and to perform all the services and furnish all the records, materials, forms and supplies required by and in complete accordance with the Contract Specifications, copy of which is attached hereto and made a part hereof (Appendix A), all such labor, records, materials, forms and supplies to comply with the requirements of the pertinent Connecticut General Statutes and Special Acts, Regulations of Connecticut State Agencies, rulings of the Secretary of Office of Policy and Management, ordinances and agreements of the CITY, and pertinent decisions of several courts. All work to meet State Regulations at the close of revaluation.

2. COMMENCEMENT AND COMPLETION DATES

- A. The CONTRACTOR agrees to commence the work on or before **June 1, 2013**, for preliminary and initial data collection of sales, but not later than **July 1, 2013** for all other work.
- B. The CONTRACTOR agrees to complete the work through the informal public hearings on or before **January 10, 2015**.
- C. The CONTRACTOR agrees to adhere to the Time Schedule for the revaluation project as set forth in the Revaluation Contract Specifications. **Time is of the essence.**

3. COMPENSATION

The Town agrees to pay the CONTRACTOR the total sum of \$_____ as compensation for the CONTRACTOR'S services to be performed, the software, operating systems, databases to be delivered; records, materials, form, and supplies to be furnished by the CONTRACTOR. The CONTRACTOR and the CITY agree that the method, of billing and payments shall be set forth in the Contract Specifications.

4. TRANSFER, ASSIGNMENT AND SUBLETTING OF CONTRACT

The CONTRACTOR agrees that it shall not transfer, assign or sublet the contract, or any part therein, Or any interest therein without first receiving prior written approval from the CITY and the bonding, company, and further agrees that any such assignment or transfer without prior written approval by the CITY and bonding company shall not release the CONTRACTOR from any responsibility or liability as set forth in this contract and specifications.

Nothing contained in this Contract or Contract Specifications shall be deemed to create any contractual relationship between any subcontractor and the CITY.

5. INDEMNIFICATION AND CONDITIONS

- A. The CONTRACTOR is an independent contractor and, as such, is not and shall not be construed to be an agent or employee of the City of Torrington. The CONTRACTOR further agrees to indemnify, hold harmless and defend the CITY at the CONTRACTOR'S expense from and against any and all liability for loss, damage or expense for which the CITY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this Contract, or costs and expenses for, or on account of. any patented or copyrighted equipment, materials, articles or processes used in the performance of this Contract.
- B. Upon execution of this contract, and thereafter no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to this contract, the CONTRACTOR shall deliver to the CITY a certificate(s) of insurance to show compliance with the specifications.
- C. Each policy of insurance shall be issued by financially responsible insurers duly licensed to do business in the State of Connecticut. The insurers shall be reasonably acceptable to the CITY and shall have an A.M. Best Company rating of "A+" or better.
- D. Each policy of insurance shall include a waiver of subrogation in favor of the CITY and shall provide no less than thirty (30) days notice to the CITY in the event of a cancellation or change in conditions or amounts of coverage.
- E. The CONTRACTOR will promptly notify the CITY of any claim or case formally brought against the CONTRACTOR.
- F. The CONTRACTOR'S Software License Agreement is attached hereto and made a part thereof.

6. MISREPRESENTATION OR DEFAULT

The CITY may void this agreement if the CONTRACTOR has materially misrepresented any offering or defaults on any contract with a Connecticut municipality.

7. CANCELLATION

If the CONTRACTOR does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the CONTRACTOR shall makc an assignment for the benefit of creditors, or otherwise, Or if interest herein shall be sold under execution Or if it shall he adjudicated insolvent or bankrupt then and forwith thereafter, the CITY shall have the right at its option and without prejudice to its right hereunder to terminate the Contract and withhold any payments due.

If the CONTRACTOR fails to perform the Contract in accordance with its terms or if the CITY reasonably doubts that the CONTRACTOR'S work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the Contract Specifications and any addendum thereto, time is of the essence, the CITY shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the CONTRACTOR and its surety bonding company, to declare the contract in default and thereby terminated, and to award the Project or the remaining work thereof, to another contractor.

If this termination clause is invoked, the CONTRACTOR'S agents and employees shall, at the ASSESSOR'S direction vacate in an orderly fashion the office space provided by the CITY, leaving behind all records, properly filed and indexed, as well as other property of the CITY. All records are property of the TO".

Any funds held by the CITY under the Contract shall become the property of the CITY to the extent necessary to reimburse the CITY for its costs in obtaining another contractor and supervising the transition. Termination of the Contract and retention of funds by the CITY shall not preclude the CITY from bringing an action against the CONTRACTOR for damages or exercising any other legal, equitable, or contractual rights the CITY may possess in the event of the CONTRACTOR'S failure to perform.

8. LITIGATION

In the event of appeal to the courts, the contractor shall furnish a competent witness or witnesses, which will consist of a licensed residential appraiser and one (1) MAI for Commercial and or Industrial, 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, 2014 Grand List assessments for up to five days at no charge. After the initial five (5) 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.

Should court testimony be required, a fully documented narrative report will be presented. This report will include at a minimum: purpose of the appraisal, scope and function of the appraisal, property rights appraised, definitions of market value, identification of property, regional data, town data, neighborhood data, zoning information, tax information, location and site data, description of improvements, present use, highest and best use, valuation method, cost approach, sales comparison approach, reconciliation, limiting conditions and certification and photographs of the subject.

IN WITNESS HEREOF THE CITY OF TORRINGTON, CONNECTICUT AND

have executed this contract on the date first above-mentioned.

IN THE PRESENCE OF:

CITY OF TORRINGTON, CONNECTICUT

By:

(signature)

**Donna Patchen
Assessor**

(Name)

(Title)

Approved as to form and correctness: