

**CITY OF MIDDLETOWN-PURCHASING OFFICE  
MUNICIPAL BUILDING, ROOM 112  
245 DEKOVEN DRIVE  
MIDDLETOWN, CT 06457  
(860) 638-4895**



**REQUEST FOR PROPOSAL**

**RFP #2015-006**

**REPLACEMENT AND CONVERSION OF COMPUTER  
ASSISTED MASS APPRAISAL SOFTWARE**

**THE CITY OF MIDDLETOWN**

**PROPOSALS DUE BY: Friday, March 27, 2015 at 3:00 pm**

**QUESTIONS: Contact the Purchasing Office at (860) 638-4895**

**DONNA L, IMME, CPPB  
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER  
DIRECTOR OF FINANCE AND REVENUE SERVICES**

## TABLE OF CONTENTS

	Page
1. Invitation to Submit Proposal	3-4
2. Definitions / Scope of Project	5-6
3. City Information/General Conditions	7-21
4. Visual Database/Additional Information/Method of Selection Criteria for Award	22-24
5. General Terms and Conditions	25-27
6. Submission of Proposal	28-29
7. Bid Proposal Pages	30-34
8. Non-Collusive Statement	35
9. Personnel List	36
10. Bid Bond/Certificate of Surety	37-39
11. Performance Bond	40-41
12. Article I--Equal Opportunity In Employment	42-43
13. Appendix B – Insurance Requirements	44-45
14. Bid Return Label	46

**REQUEST FOR PROPOSAL  
CITY OF MIDDLETOWN, CONNECTICUT**

Proposal Documents, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut 06457, will be accepted until **Friday, March 27, 2015 at 3:00 pm** for the following:

**RFP #2015-006  
REPLACEMENT AND CONVERSION OF COMPUTER  
ASSISTED MASS APPRAISAL SOFTWARE**

**THE CITY OF MIDDLETOWN**

The City of Middletown is seeking to engage the services of a qualified Appraisal firm experienced in completing municipal revaluation(s) utilizing the Computer Assisted Mass Appraisal Software System (CAMA) or equivalent program to convert the City's existing Appraisal Vision Software v6.5 CAMA to the CONTRACTOR'S proposed CAMA software. The effective date of the last revaluation is the Grand List of October 1, 2013.

Services required pursuant to this contract shall consist generally of providing all equipment, materials, forms and supplies, and to provide all work and incidental services as specified herein as required to complete the requested conversion.

The successful firm shall be required to possess and maintain from the date of receipt of proposals through the completion of all work specified herein a valid Connecticut Revaluation Company Certification pursuant to section 12-2c of the Connecticut General Statutes.

**A bid bond in the amount of ten percent (10%) of the total bid amount shall be required with all proposals submitted. A Performance Bond in the amount of 100% of the contract sum shall be required from the selected firm following award.**

Proposal Packages may be obtained at the Purchasing Department, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT, Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: [www.MiddletownCT.gov](http://www.MiddletownCT.gov).** All questions concerning this RFP should be directed in writing to the Purchasing Department via fax at 860- 638-4895 or email at [purchase@MiddletownCT.gov](mailto:purchase@MiddletownCT.gov).

All proposals shall be submitted in the order stipulated on the RFP on the designated forms and in a clearly marked and sealed envelope as designated in the Information for Bidders. All proposals must be received by Supervisor of Purchases, Room 112, City of Middletown, 245 DeKoven Dr., Middletown CT 06457 **no later than the date and time specified**. Responses received after this date will not be considered.

Proposals must be executed in accordance with and are subject to the instructions contained within the Information for Bidders. Within thirty (30) days after opening the proposals, the three (3) apparent lowest responsible Respondents' bond documents will be retained and all others returned. The three (3) lowest responsible Respondents' bond documents may be held for a period of up to ninety (90) calendar days or until a contract is signed and then all bond documents, other than those of the successful responsible Respondent shall be returned.

The CONTRACTOR will be evaluated and selected based on their technical competence, their capacity and capability to perform the work within the time allotted, and past record of performance which will be appropriately weighted in descending order of importance. **Preference will be given to those firms with specific experience in the use of Computer Assisted Mass Appraisal Software System (CAMA).**

Firms responding to this request should be of adequate size and sufficiently staffed to perform the assignment described above in a timely manner. The selected firm must meet all City, State and Federal affirmative action and equal employment opportunity practices, and all firms submitting a proposal with questionnaires are subject to and must comply with the equal opportunity and nondiscriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

The City of Middletown reserves the right to waive any defect or any irregularity in any RFP and reserves the right to reject any or all proposals or any part thereof for any reason. Proposals, amendments to proposals, or withdrawals of proposals received after the time set for receipt of the proposals **shall not be considered.**

Dated: **02/20/2015**  
Middletown, Connecticut

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Donna L. Imme, CPPB  
Supervisor of Purchases

**RFP #2015-006**  
**REPLACEMENT AND CONVERSION OF COMPUTER**  
**ASSISTED MASS APPRAISAL SOFTWARE**

**DEFINITIONS**

- A. **ASSESSOR:** The word "ASSESSOR" shall mean the duly appointed CITY ASSESSOR of the **CITY OF MIDDLETOWN**.
- B. **CONTRACT SPECIFICATIONS or SPECIFICATIONS:** The terms "CONTRACT SPECIFICATIONS" or "SPECIFICATIONS" shall mean this entire proposal and in more detail the Scope of Project section and made a part of a certain CONTRACT between the CITY and the COMPANY and any addenda thereto.
- C. **CAMA.** The abbreviation "CAMA" means a Computer-Assisted Mass Appraisal system. The CITY'S current CAMA system is Appraisal Vision 6.5.
1. Vision Government Solutions, Inc.
  2. 44 Bearfoot Road
  3. Northboro, MA 01532
  4. Telephone: 1-800-628-1013
  5. Fax: 508/351-3797
- D. **PROJECT:** The word "PROJECT" shall mean the conversion of the CITY'S existing CAMA software to the CONTRACTOR'S CAMA software, including all data, images, sketches, and values.
- E. **COMPANY:** The word "COMPANY" means any person, firm, corporation, association or other entity performing the CAMA software conversion under contract.
- F. **CONTRACTOR:** The word "CONTRACTOR" shall mean and shall be used interchangeably with the word "COMPANY".
- G. **CITY:** The word "CITY" shall mean the CITY OF MIDDLETOWN, Connecticut.
- H. **JURISDICTION:** The word "JURISDICTION" shall mean the CITY OF MIDDLETOWN, Connecticut, and shall be used interchangeably with the word "CITY".

## SCOPE OF PROJECT

- A. **SCOPE:** This project includes the conversion of the CITY'S existing CAMA software to the CONTRACTOR'S CAMA software, including all data, images, sketches, and values.

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

All work, 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 values to be determined by the CONTRACTOR'S CAMA shall be the full 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. Values to be determined shall meet or exceed all requirements for certification as set forth in the Performance Testing Standards, set forth by the Office of Policy and Management.

- B. **EFFECTIVE DATE:** The effective date of valuations used in this conversion PROJECT shall be the assessment date of October 1, 2013. All final values will reflect the October 1, 2013 market value. Assessments will be 70% of market value as required by state statute, rounded off to the nearest ten dollars.
- C. **COMPUTER ASSISTED MASS APPRAISAL:** This PROJECT is to utilize a Computer Assisted Mass Appraisal technology. Any Proposals for CAMA conversion to the COMPANY'S CAMA system shall include the following information:
1. Listing of municipalities now using the proposed computer assisted mass appraisal (CAMA) software.
  2. Description of the CAMA system, including (1) underlying valuation model and methodology, (2) necessary computer hardware requirements, (3) operating system software, (4) software programming language, and (5) date written.
  3. The contractor will list any additional hardware required, and to be purchased by the City, to support the contractor's CAMA software.
  4. Sample output from the proposed CAMA system.
  5. Software License Agreement for the period starting upon the date of installation of the CAMA software to **June 30, 2018**. The Agreement shall also list costs for warranty and maintenance fees, system licensing fees, and charges associated with application modifications after the completion of the PROJECT.

**CITY INFORMATION**

- A. **PHYSICAL DATA:** The CITY OF MIDDLETOWN is located in the central portion of the State of Connecticut in Middlesex County. Middletown has an estimated population of 47,700 and land area of approximately 41.02 square miles.
- B. **GOVERNMENT:** The CITY OF MIDDLETOWN has a Mayor-Council form of government. The Mayor is the CITY'S Chief Executive Officer.
- C. **PARCEL INFORMATION:**

**APPROXIMATE NUMBER OF ACCOUNTS**  
**October 1, 2014 Grand List**

**TAXABLE REAL ESTATE**

DESCRIPTION	# OF ACCTS	ASSESSMENT
<b>RESIDENTIAL</b>		
100 Residential	12,509	1,750,664,844
<b>COMMERCIAL</b>		
200 Commercial	731	433,516,589
<b>INDUSTRIAL</b>		
300 Industrial	145	222,797,983
<b>PUBLIC UTILITY</b>		
400 Public Utility	38	4,344,880
<b>VACANT LAND</b>		
500 Vacant Land	840	35,425,510
<b>USE ASSESSMENT</b>		
600 Use Assessment	241	1,856,420
<b>TEN MILL FOREST</b>		
700 Ten Mill Forest	1	Included under Use Assessment
<b>APARTMENTS</b>		
800 Apartments	132	211,200,628
<b>TOTAL TAXABLE REAL ESTATE RECORDS</b>	<b>14,637</b>	<b>2,659,806,854</b>

**TAX EXEMPT REAL ESTATE**

DESCRIPTION	# OF ACCTS	ASSESSMENT
<b>CITY OWNED PROPERTY</b>	396	226,315,280
<b>RELG. SCHOOLS</b>	14	37,228,750
<b>FIREHOUSES</b>	3	1,437,130
<b>STATE OWNED PROPERTY</b>	93	329,782,480
<b>FEDERAL OWNED PROPERTY</b>	5	13,664,180
<b>CHURCHES</b>	56	50,220,200
<b>PARSONAGES AND CONVENTS</b>	15	4,080,490
<b>CEMETERIES</b>	22	2,953,350
<b>MISCELLANEOUS</b>	367	608,332,885
<b>TOTAL EXEMPT REAL ESTATE RECORDS</b>	<b>971</b>	<b>1,274,014,745</b>

The CITY shall not permit additional charges by the COMPANY for differences in parcel counts. It is the responsibility of the COMPANY to estimate adjustments in parcel counts from the estimated parcel counts stated for October 1, 2014, to the actual parcel counts for October 1, 2015.

- D. **Data:** The existing Oracle database used by the Appraisal Vision CAMA system will be provided through the CITY. The COMPANY shall convert the data for use in its CAMA system. All data provided to the CONTRACTOR shall be considered CITY property.

**GENERAL CONDITIONS**

- A. **Project Award:** The CITY OF MIDDLETOWN, hereinafter termed the CITY reserves the right to reject any, or any part of, or all PROPOSALS for any or no reason; to waive informalities and technicalities and to accept that PROPOSAL that the CITY and the ASSESSOR deem to be in the best interest of the CITY whether or not it is the lowest dollar bid.

Consideration in the awarding of the contract will be given, but not limited to, price, the accuracy and responsiveness of the PROPOSER, the experience, competence and financial condition of the PROPOSER, time for completion and/or labor force adequate to perform the work, the nature and size of the PROPOSER'S organization, quality of similar projects it has performed and completed in the past in Connecticut, experience in converting the City's CAMA software, and a determination by the CITY that the PROPOSER has the ability to complete the PROJECT successfully.

B. **Certification:** The COMPANY, must hold from the time of submission of the PROPOSAL through the completion of all work herein required, a valid Connecticut Revaluation Company Certification pursuant to section 12-2c (C.G.S.).

C. **Bid Requirements:** Each PROPOSAL submitted by a company, corporation, partnership, or individual, thereafter termed COMPANY shall itemize the COMPANY'S qualifications and experience. Also the COMPANY shall submit a complete client list of Connecticut municipalities to which it has rendered services, and the nature of those services, during the last five (5) years. The bid shall also include a statement showing the number of years that the COMPANY actually has been engaged as a company, corporation, partnership or individual specializing in governmental tax revaluation services.

The COMPANY must submit, as part of its PROPOSAL, a schedule and percentage of completed work based upon the experience of the COMPANY in performing revaluations, and based upon the CONTRACT SPECIFICATIONS as set forth in this CONTRACT in the sections entitled "Payment Schedule" and "Completion Dates".

D. **Personnel:** The COMPANY shall provide experienced and qualified personnel, as hereinafter provided and must comply with the requirements of the Equal Employment Opportunity provisions of federal and state government.

1. **Equal Opportunity Affirmative Action Requirements:** The COMPANY must be in compliance with all municipal, state and federal Affirmative Action and Equal Opportunity requirements. The COMPANY shall be in compliance with State of Connecticut Executive order 13 and #7 and all applicable rules and guidelines as set forth by the State Labor Commissioner.

2. **Qualifications of Personnel:** All personnel assigned to this PROJECT shall be subject to approval by the ASSESSOR and shall be caused to be removed from this PROJECT by the COMPANY upon written recommendation of the ASSESSOR.

All personnel assigned to this PROJECT shall be certified by the State of Connecticut at the appropriate level at which they will be working on this PROJECT. At the commencement of the PROJECT, the COMPANY shall submit to the CITY a written list of all personnel assigned to this PROJECT with their duties, starting date and qualifications, and shall maintain this list throughout this PROJECT.

Additionally, the COMPANY shall provide the ASSESSOR with a copy of the Connecticut Certificate of each person required to be certified in accordance with Section 12-2b of the Connecticut General Statutes and who shall be assigned to this PROJECT. The Certificates shall be provided prior to any actual work on this PROJECT by those personnel.

E. **Conflict of Interest:** It is specifically agreed that the COMPANY in the conduct of this project shall employ no resident of the CITY or CITY employee, other than in a clerical capacity, without the written approval of the ASSESSOR.

**F. Bonding, Indemnification and Insurance:**

**1. Bonding:**

- a. The COMPANY awarded the CONTRACT, shall, to secure the faithful performance by the COMPANY of the terms of this agreement, furnish to the CITY OF MIDDLETOWN, a 100% Performance Surety Bond in the amount of this CONTRACT, which bond shall be issued by reputable bonding company licensed to do such business in the State of Connecticut, with an A. M. BEST COMPANY rating of "A+" or better, and acceptable to the CITY.

Said bond shall be in form satisfactory to and approved by the CITY'S Attorney. The performance bond shall be delivered to the ASSESSOR within ten (10) days after signing of the CONTRACT and prior to commencement of actual work. This bond shall include the appeal requirements of these CONTRACT SPECIFICATIONS.

Commencement of the work prior to the approval by the CITY of the 100% Performance Surety Bond submitted by the COMPANY and prior to written notice to proceed from the CITY shall be grounds for the cancellation of the CONTRACT.

- b. It is understood and agreed that upon completion of the conversion, that the performance bond shall be reduced to 5% of the value of the contract.

The reduced amount of the bond shall remain effective until the termination of the contract.

**2. Indemnification and Insurance:- See Insurance Requirements- Appendix B**

- a. Indemnification by the COMPANY: To the extent permitted by law, the COMPANY agrees to defend, indemnify, protect and save harmless the CITY, its officers, agents and employees from any and all claims or demands for damage for bodily injury, including death, or property damage sustained by any party, including officers, agents and employees of the COMPANY, caused by the action or inaction of the COMPANY, its officers, agents or employees in the performance or non-performance of their respective obligations, duties and responsibilities under this Agreement. The COMPANY'S liability under this clause shall include, but not be limited to, investigation, defense and settlement or payment of judgment of any legal liabilities.

3. **Bankruptcy, Receivership, Insolvency:** If the COMPANY 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 COMPANY shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then, and forthwith thereafter, the CITY shall have the right at its option and without prejudice to its rights hereunder to terminate the CONTRACT and withhold any payments due.

**4. Liquidated Damages/Penalties:**

Liquidated damages/penalties due under this clause, as more specifically defined in Section O and Section P of this CONTRACT, shall be deducted from the CONTRACT price and

represent a fair and equitable estimate of the damages the CITY will suffer if the COMPANY'S work is not completed on or before the specified dates or is not in conformity with the standards of these SPECIFICATIONS. The CITY shall have the right to use the funds withheld from each periodic payment under terms of these CONTRACT SPECIFICATIONS to satisfy in whole or in part, the liquidated damages/penalties provided in these SPECIFICATIONS.

Delays occasioned by war, strike, explosion, Act of God or order of Court or other public authority are excepted.

5. **Termination of Agreement** - If bidder fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the bidder's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. Additionally, the City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving ten (10) days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the contract shall terminate at the end of that month. The bidder shall be compensated for only those services actually rendered prior to the date of termination.

Any funds withheld 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/or retention of funds by the CITY shall not prevent the CITY from bringing an action against the COMPANY for damages or exercising any other legal, equitable or contractual right the CITY may possess, in the event of the COMPANY'S failure to perform.

In the event that a dispute over any provisions of this CONTRACT occurs between the parties, and where the CITY does not elect to terminate the CONTRACT and award the CONTRACT to another CONTRACTOR, the COMPANY shall not revoke the CITY'S license to use COMPANY'S CAMA software nor shall the COMPANY revoke any maintenance agreements between COMPANY and the CITY regarding such license, until such dispute is resolved in its entirety, or upon mutual written consent of both parties.

6. **Severability:** In the event any part of any clause or provision of this CONTRACT or CONTRACT SPECIFICATIONS is judicially determined to be unenforceable, it shall be deemed severable from the remainder of the clause or provision and such remainder shall be binding upon the parties to this CONTRACT.
7. **Waiver:** No action or failure to act by the CITY shall constitute a waiver of any right or duty afforded it under the CONTRACT or CONTRACT SPECIFICATIONS, nor shall it prohibit the CITY from future exercise of any such a right.
8. **Misrepresentation or Default:** The CITY may void this agreement if the COMPANY has materially misrepresented any offering or defaults on any contract with a Connecticut municipality. The COMPANY shall, also, immediately notify the CITY of any claim or case formally brought against the COMPANY.

## G. Time Schedule:

1. **Awarding of CONTRACT:** Within approximately 2 weeks after the opening of the PROPOSALS, the CITY will award a CONTRACT for the revaluation PROJECT. The CITY reserves the right to reject any, or any part of, or all PROPOSALS for any or no reason.
2. **Signing of CONTRACT:** Within ten (10) days after the CITY has sent Notice of Award to the selected COMPANY that COMPANY shall execute with the CITY a CONTRACT based on these CONTRACT SPECIFICATIONS, as possibly revised by negotiation.
  - a. **Changes:** Changes in these CONTRACT SPECIFICATIONS will be permitted only upon written mutual agreement of the COMPANY and the CITY.
  - b. **Subletting:** The COMPANY shall not assign or transfer the CONTRACT or any interest, or any part therein without first receiving written approval from the CITY, and the bonding company. It shall be mutually agreed and understood that said consent by the CITY shall in no way release the COMPANY from any responsibility or liability as covered in these CONTRACT SPECIFICATIONS.

## H. Software Conversion:

1. **Data Entry:** The CONTRACTOR shall develop a system, which shall be approved by the ASSESSOR to verify for accuracy all data entry including, but not limited to, reentry, spot checks, and error reports.
2. **Pricing and Valuations: October 1, 2013 Fair Market Value:** Pricing and valuation of all land, buildings and improvements must reflect the fair market value as of October 1, 2013, and shall be done from and in accordance with the previously approved manuals and schedules. (Fair market values shall be rounded to the nearest hundred.)
3. **Final Valuation:** The final valuation of any property in the CITY shall be the fair market value of the land, buildings and other improvements, as they exist on October 1, 2014. The final valuation will be determined after a correlation of 1) replacement costs of the buildings and improvements, less depreciation from all causes plus the market value of the land, 2) comparable sales approach and 3) income approach where applicable. All factors affecting the value of the property shall be noted on the property record.
4. **Associated Documents:** Within the Appraisal Vision CAMA software are records with associated documents. These are files of multiple format (\*.doc, \*.pdf, \*.xls) which have been attached to, and made a part of, the property record for various reasons. The CONTRACTORS CAMA shall maintain the link or association of any associated documents to the corresponding property record.
5. **Preliminary CITY Acceptance:** Prior to completion of the project, the COMPANY'S project manager (supervisor) will review the final values, computed by the COMPANY, with the ASSESSOR to ensure that the ASSESSOR is prepared to accept the COMPANY'S work. The ASSESSOR will make the final judgment on the final value. If deemed to be unacceptable, the values will be revised by the COMPANY as required or specified by the ASSESSOR.

The CONTRACTOR shall be required to emulate or match the valuations for property as calculated through the current Appraisal Vision v6.5 CAMA to a high degree of accuracy. The CONTRACTOR'S CAMA software shall be required to emulate comparable value calculations as derived through the use of all modules utilized in the current Appraisal Vision v6.5 CAMA, including cost, comparable sales or market approach, and income modules.

With the exception of properties which have substantially changed since October 1, 2014 all final values must match exactly the October 1, 2014 values as calculated by the Appraisal Vision v6.5 CAMA. Any variations caused by any manner of rounding, calculation differences; table variances, etc. shall be reported to the ASSESSOR. Said report shall identify the property by unique ID and property location, and shall indicate the degree of difference, both in terms of dollar amount and percentage as compared to the 2014 value. At no time shall the value calculated by the CONTRACTOR'S CAMA differ from the value calculated by the Appraisal Vision CAMA by more than ten percent (10%).

In the event the CONTRACTOR'S CAMA is unable to match the October 1, 2014 value the CONTRACTOR shall utilize an override function to ensure an exact match.

6. **Appraisal Schedules:** The COMPANY shall supply and leave for the CITY, not less than four (4) copies of all PROJECT appraisal schedules. Appraisal schedules are all tables, factors, models and model descriptions that were employed in the PROJECT to process value estimates as required. A draft copy of these appraisal schedules shall be turned over to the ASSESSOR upon approval of the schedules by the ASSESSOR. These schedules shall be in the form of a bound manual and will be the same schedules used in the CAMA system.

#### I. **General Requirements:**

1. **Computer Assisted Mass Appraisal System:** The CAMA system shall provide a comprehensive means to produce computer generated, defensible values for real property within a data base management environment. The CAMA system provided to the CITY shall be based on sound and accepted appraisal methodology coupled with sophisticated systems analysis and design to give the CITY capability to maintain a current, accurate and equitable assessment list for all properties, at a reasonable cost. The CAMA system shall include valuation capability for all classes of property including residential, commercial, industrial, and public utility. It should provide the three (3) approaches to value: Market, Cost, and Income. In addition, the CAMA system shall have value override capability for any or all of the three approaches.

The CAMA system shall store and display the data that is collected for each parcel on both screens and reports. Also, the system should support the creation and analysis of separate inventory and sales history data files; store and apply factors and values to calculate cost, market and income estimates of value; generate sales ratio reports and support the valuation aspects of maintenance activities, such as parcel splits, building permits, and transfers. The system should support the valuation data for residential, commercial, industrial, public utility, exempt and vacant land parcels. Special properties such as condominiums should be accommodated as well. With regard to annual assessment maintenance, the system should offer the option of pricing any additions or new outbuildings through the cost approach, and adding the depreciated value to the market or income generated solution. The software should be user friendly with respect to on-line data maintenance, intelligent output reports, user-

controlled edit features, and cost, market, and income tables and factors which can be updated for future year revaluations or statistical revaluations.

The CONTRACTOR shall be required to perform all the necessary data processing functions. The CONTRACTOR shall be required to submit an installation schedule, with benchmark installation dates for all major features of the CONTRACTOR'S software. The CONTRACTOR'S software must have the ability to interface with the CITY'S existing administrative software. All costs related to interfacing, bridging, etc. shall be the responsibility of the CONTRACTOR.

The CAMA system shall have the capability of generating values and the statistics assumed therein to a statistical property revaluation as specified in the regulations of The Office of Policy and Management.

#### **J. Software Code And Documentation:**

As delivered to the CITY, the software system shall include at least one (1) technical manual with codes and technical documentation, and at least (3) user manuals or user information and instruction. The CONTRACTOR shall supply, at no additional cost to the CITY, all information on (including revisions to the technical manual and the user manual) and installation of all system enhancements and software maintenance available from the CONTRACTOR through June 30, 2018.

All costs directly related to the CAMA software should be broken out, including:

1. Software license fees. If several modules with separate license fees are offered, please list each one separately and provide such fees for each fiscal year for the term of this Agreement.
2. Charges, if any associated with application customization. How much time is typically allocated for customization, and at what cost?
3. Warranty and maintenance fees. Are upgrades included in the maintenance fees? If not, what is the charge for upgrades?

#### **K. Required Functions And Features For The CAMA System:**

1. Security devices to restrict access to various fields or with restriction also for inquiry only status as opposed to inquiry and update status.
2. Multi-user access to parcels via multiple keys, such as street address, owner name, Map-Lot, list number, and permanent parcel ID number.
3. Multi-user access for on-line parcel data updates, deletions, and additions.
4. Multi-user inquiry capability on all parcel information for ongoing assessment administration, equalization, and development of appraisals.
5. Concurrent processing of multiple tasks without evident performance degradations.
6. On-line screens lay out to follow the flow of the property record card used for the reappraisal and logical groupings of data on the property record card.

7. A module for sales history and sales-assessment ratio analysis, including at least mean, weighted mean, median, range, and coefficient of dispersion.
8. A maintenance function producing audit trail reports showing the before and after status of data maintained, and the responsible person, time and date of the maintenance, to provide total accountability for the system. Such reports could be for all types of changes or for any selected types of changes.
9. Be able to price, and re-price the entire property file, a selected range, or an individual parcel using cost, income, or market approaches to value.
10. Be able to maintain both market and use values simultaneously.
11. Summary reports of the data collected and added to the inventory file, and value review change summaries to enable the monitoring of value changes in the field or during hearings. Assessor overrides and the reasons for changes shall be included in these summary reports.
12. File maintenance reports with file status summaries.
13. A Grand List Module conforming to the statutory requirements.
14. Be Library or table-driven to allow for easy changes to data items, data codes, and edits.
15. A module to interface with GIS software.
16. Be able to display, print, and update, a selected range, or any individual parcel a visual database.
17. Capability to price partially heated, air conditioned and/or unfinished areas. Unfinished areas shall not be included in calculations for total living area. Table driven adjustments are preferred.
18. Be able to generate any type of building sketches regardless of shape or size.
19. Be able to calculate square foot of living area from entered sketch based on floor area, story height data and/or building sections with dimensions and story height.
20. Be able to calculate area and generate value for  $\frac{1}{2}$ ,  $\frac{3}{4}$ , 1,  $1\frac{1}{2}$ ,  $1\frac{3}{4}$  or any other multiple story structures.
21. The CAMA system shall be capable of printing property record cards (field cards) with all data including sketch, GIS information, and property images.
22. Report generating capabilities including: assessment change impact analysis providing detail and summary information by property class, building type or style, age, size, grade, and neighborhood. Capabilities to modify edit programs. Capability to print a taxpayer mailer of selected physical inventory characteristics.
23. Query module capable of generating selective data export, or reports based upon user defined criteria to any electronic median e.g.; data file, paper report, screen display.

24. Summary reports for transfers which must include property address, Map-Lot, new owner's name, new owner's mailing address, transfer date, volume/page, list number and permanent parcel ID. The report may be sorted by any of the selected items and for periods of time.
25. Technical documentation and user documentation. (User documentation preferable on-line "Help" screens in addition to the required manual).  
The CONTRACTOR shall provide the CITY (in tape, disk, diskette, or whichever medium is requested by the CITY) a "backup" copy of the complete CAMA system for recovery purposes only.

The City shall consider the CAMA system software a trade secret of the CONTRACTOR and shall take all steps necessary to protect the confidentiality of that software. The CONTRACTOR agrees to provide software patches and replacement updates for any software errors reported to the CONTRACTOR throughout the duration of the Software Maintenance Agreement and License.

#### **L. Desirable Functions And Features:**

1. Appropriate flags available in the system to identify parcel activity, such as permit work.
2. Ability to use database with other available software (such as "Excel") to enhance report and analysis capability.
3. Capability for user customization by certain ASSESSOR'S Office staff; includes capability for customization of menus, data input screens and formats and other aspects of the program-user interface environment; customization of reports and other forms of output with regard to creation, formatting, inclusions and other aspects; inclusion of user accessible macro/program language which allows certain users to create and customize program functions (as opposed to being limited to key-stroke macros).
4. Capability to build independent sales file. Multiple sales for a parcel can be maintained as well as multiple years. On-line maintenance can access both parcel file and sales file.
5. File architecture that allows the addition of other fields or the expansion of other features that may be added by the CITY in the future.
6. Copy feature for duplicating identical record information to multiple parcels e.g., subdivided parcels.

#### **M. Internet Access:**

Property information shall be made available to the general public on a free access web site. This web site is to be publicly available for during the term of the contract. Said web site is to contain all information listed on the final property record card. RFP's should include a complete listing of any fees and charges associated with maintaining said web site on an annual basis based upon the fiscal year (July – June).

In the event that a dispute over any provisions of this CONTRACT occurs between the parties, and where the CITY does not elect to terminate the CONTRACT and award the CONTRACT to another CONTRACTOR, the COMPANY shall continue to make all of the CITY'S property information available to the general public on a free access website, until such dispute is resolved in its entirety, or upon mutual written consent of both parties.

**N. Training:**

Structured training sessions provided for the ASSESSOR'S Office staff to guarantee they achieve a sound understanding of the operation of the CAMA system. The ASSESSOR shall stipulate in writing that each training phase has adequately addressed the ASSESSOR'S Office staff needs in learning the skills required for each phase. The CONTRACTOR shall submit a formal schedule for training. The training on the CONTRACTOR'S CAMA system shall begin as soon as the original input data phase.

**O. Delivery And Warranty Of Software System:**

The ASSESSOR and the CONTRACTOR shall agree upon a schedule of delivery for the software system including but not limited to, the database, bridging procedures, the initial data conversion, and the various software modules. This agreement shall correspond as closely as possible with the "Summary of Pertinent Dates" and the "Completion Dates" sections of these CONTRACT SPECIFICATIONS. It is clearly understood that no later than **June 1, 2015**, the complete software system (including all bridges and links) is to be installed, tested and completely operational, and such software system shall perform as specified in all of the CONTRACTOR'S published materials and manuals relating thereto. The CONTRACTOR understands and expressly agrees that time is of the essence in performing and completing this CONTRACT. If the CONTRACTOR does not achieve that completion date or any other completion date referred to in this CONTRACT, the parties agree that any delay beyond the specified completion date or dates will result in real damage to the CITY in terms of both proper administration of the offices of assessment and revenue collection and actual out-of-pocket costs. However, it is further explicitly agreed by each of the parties that it is difficult if not impossible to quantify in dollar amounts the damages which would accrue to the CITY. Now, therefore, the parties agree that the fairest and most equitable way to dispose of any failure by the RESPONDENT to meet the aforementioned deadlines is to provide for a liquidated damages clause, which would pay the sum of ONE THOUSAND DOLLARS (\$1000.00) for each and every calendar day by which the RESPONDENT failed to meet the required deadlines in this CONTRACT.

The ASSESSOR shall notify the RESPONDENT in writing when the liquidated damages clause is being invoked.

Liquidated damages due under this clause shall be deducted from the CONTRACT price and represent a fair and equitable estimate of the damages the CITY will suffer if the RESPONDENT'S work is not completed per the time schedule. The CITY shall have the right to use the funds withheld from each periodic payment under terms of these CONTRACT SPECIFICATIONS to satisfy in whole or in part, this liquidated damage clause.

Delays occasioned by war, strike, explosion, act of God or order of Court or other public authority are excepted.

**P. Performance Criteria:**

When the software system is installed and completely operational, the CONTRACTOR shall certify this to the ASSESSOR. Following such certification, which must have been preceded by significant ASSESSOR staff training by the CONTRACTOR and delivery of user manuals to the ASSESSOR, the system with all of its modules and features shall be available to the staff of the ASSESSOR in the ASSESSOR'S computer. If the system does not operate successfully when operated in accordance

with the CONTRACTOR'S specifications and instructions, during the period following the CONTRACTOR'S certification of installation, the CONTRACTOR shall have ten (10) working days to meet the standard of performance specified in the CONTRACTOR'S specifications and instructions. If the CAMA system does not successfully operate, as of the eleventh day, the CITY shall be authorized to retain payment from CONTRACTOR as liquidated damages in the amount of \$1,000.00 per day such payments representing the reasonable and anticipated damages that will be incurred by the CITY as a result of the CONTRACTOR'S failure to perform by June 1, 2015. If such failures of the CAMA system to successfully operate occurs more than five (5) times after June 1, 2015 and prior to July 1, 2015, the CITY may at its sole discretion, in addition to retaining the funds as authorized by this section, may exercise any of the following options:

1. Require the CONTRACTOR to make any or all necessary modifications, at no extra cost to the CITY, and to continue the PROJECT.
2. Terminate the CONTRACT as provided in the Termination section of the CONTRACT SPECIFICATIONS.
3. Pursue any other legal remedy in conjunction with, or in addition too, the aforementioned remedies.

The aforementioned deadlines may be extended, when necessary, by the ASSESSOR which shall set forth a schedule of amended deadlines.

#### **Q. Software Maintenance:**

Software maintenance must be available as part of an ongoing system support agreement. The CONTRACTOR must submit as part of its PROPOSAL complete software maintenance and enhancements through **June 30, 2018**. Also, as part of its PROPOSAL the CONTRACTOR shall supply a description of its maintenance contractual options and/or mandates together with an estimate of the current annual cost for such options. Such items must be broken out annually for each fiscal year (July 1 – June 30) for the duration of this Contract.

#### **R. Cost Approach Module Specifications:**

##### **1. General**

This system should include data management and cost valuation components for all types of construction. It should produce a valuation document showing the replacement cost calculations on each property, the appraiser's adjustments and final value determination. The module should access a maintainable table of replacement cost formulas and depreciation schedules which are keyed to a structure code (indicating what the improvement was built as or designed to be used for). It should provide for correlation of the cost approach with the market through the use of economic condition and function obsolescence. The CONTRACTOR shall prepare for usage in the PROJECT, both as computer table file and in manual form, as hereinafter specified, depreciation schedules and replacement cost schedules that shall reflect the unit-in-place method based upon the square foot area of buildings. These schedules shall be used in computing the replacement cost in the CITY of all types of construction. They shall reflect all direct and indirect cost of construction. Before final acceptance they shall be proven by testing against known sales. All finalized schedules shall be approved by the ASSESSOR before adaptation and usage by the CONTRACTOR.

## 2. Type of Cost Schedules

- a. Residential: A square foot cost schedule shall include schedules for various classifications, types, models and story heights normally associated with residential buildings. A minimum of five (5) house grades is required. Additional grades if required shall be determined by a survey of various construction types within the CITY. The base specifications shall reflect the building customs and practices found within the CITY. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for heating systems, central air conditioning, bathrooms, built-in appliances, modernized kitchens, fireplaces, basements, porches, breeze-ways, attached and unattached as well as basement garages and schedules for other building improvements usually found on residential property (swimming pools, gazebos, hot tubs, decks, patios, garages, barns, sheds, tennis courts, greenhouses, etc.). Schedules shall cover buildings with ground area from 25 to 25000 square feet.
- b. Commercial, Apartment, Industrial, Special Purpose and other Structures: Cost schedules, charted for structures of 100 square feet or more, shall be based on square foot costs for various classes, occupancy types and quality of buildings together with modifiers for deviations from the standard. Costs shall include all direct and indirect costs. Modifiers and refinements for various construction components may be on a square foot or a unit-in-place basis and should include, but not be limited to, adjustments for heating, cooling, sprinklers, elevators, multi-story, story height, size/shape, etc.

## 3. Depreciation Schedules

Depreciation schedules and methods to be used in determining the amount of depreciation or obsolescence (physical, functional or economic) shall reflect the normal and accepted depreciation rates of various construction, according to classification, age and condition. These schedules or methods shall cover all types of construction, and shall be approved by the ASSESSOR.

## 4. Requested Functions and Features

- a. The system must compute value estimates based on standard appraisal methodology (acceptable by the International Association of Assessing Officers and the Appraisal Institute) with clear documentation for non-automated value computations and defense of values.
- b. All cost schedules and depreciation schedules are to be approved by the ASSESSOR. Three (3) complete copies of these schedules are to be delivered to the ASSESSOR.
- c. The basic residential classification system must identify property within frame type, quality class and floor area, as a minimum.
- d. The component costs must be easily understood in terms of replacement cost new, depreciation and land rate schedules.
- e. The system must provide for on-line updating of data management file with the cost estimates. This includes the capability in the years following the revaluation of pricing any new outbuildings through the cost approach and adding the depreciated value to the market or income generated solution. This function shall offer increased versatility after the revaluation.

- f. The system software must be adaptable to time and location indices as well as possible neighborhood adjustment tables.
- g. The depreciation tables shall be developed using comparable sales and observed condition methods.
- h. The cost approach must be capable of calculating a cost value estimate by both the square foot method and a segregated unit-in-place method.
- i. The land pricing function should utilize Computer-Assisted Land Pricing tables to provide location and land-use indexing for mass updating of land values.
- j. The system shall be required to provide cost approach estimates on selected parcels, groups of parcels, or the entire file.
- k. Computer cost values for key field should be stored on a value history file or record. These would include Replacement Cost New of each structure, Replacement Cost New Less Depreciation of each structure, land value, physical depreciation by structure and functional/economic depreciation by structure.
- l. The cost estimates shall be fully integrated with the market approach subsystem to develop reports to study depreciation schedules, land rate schedules, neighborhood factors, date of sale adjustments and certain cost adjustment factors.
- m. Cost schedule additions should not require program modifications. New codes must be able to be added by updating cost schedules and data management libraries.

**S. Market Approach Module Specifications:**

The market approach must provide for data screening, segmented analysis, market model generation, model evaluation, value predictions, comparable selection, and adjustment of comparable and field review reports.

The market module should produce market value estimates using comparable sales. It should include the ability to extract sold properties from the master file and build a sales history file for sales analysis purposes. For each improved residential property to be valued, the system should select from the sales history file, several (3-5) comparable properties which have recently sold. The selected sales shall be those which most closely resemble the subject. The comparable properties would be chosen from the same neighborhood or area similar to that of the subject.

Each individual selling price shall be adjusted to reflect the difference from the subject property characteristics and time. A weighted estimate of market value shall be determined from the adjusted selling price of the comparables, giving the most weight to the most comparable sale. A measure of dispersion of the various estimates shall be calculated and printed on the review documents as a guide to the reviewer/ASSESSOR.

For properties for which the market approach and the cost approach are the appropriate appraisal methods, the system shall allow for a correlation by the review appraiser/ASSESSOR who shall choose the final value estimate from the cost approach, the market approach, or arrive at a separate

value estimate based on the information available. The final value, its source, the identification of the review appraiser/ASSESSOR and override reason code shall be entered on the database.

The system shall maintain a sales history file to be used for market valuation. The system should provide the ability to perform an appraisal-to-sale or an assessment-to-sale ratio analysis by neighborhood, property class, or value strata. Summary statistics should include the aggregate, mean and median ration, the range and the coefficient of dispersion.

The system should include the ability to analyze sales ratio statistics by neighborhood and/or neighborhood group as well as class. This should provide the necessary information to make comparisons between classes and locations and identifying categories with significant differences in value level or variance. These categories can then be checked to determine if adjustments are required.

#### **T. Income Approach Module Specifications:**

The income approach module contained in the system should perform valuation by income capitalization. All income producing real property and all apartment properties containing seven or more apartments shall be appraised by the income approach. Income modules for various types of income producing property shall be maintained by the system and applied consistently to each property with the appropriate characteristics. The CAMA system shall provide the review appraiser/ASSESSOR with the capability to model the market place(s) by physical characteristics, construction type, use, etc. for income-producing properties. Information pertaining to income and expense shall be obtained by the ASSESSOR on forms approved by the State of Connecticut. ~~**The CONTRACTOR shall enter in, and utilize, this information in the income approach module of the CAMA system provided. From these forms and other data sources, the CONTRACTOR shall establish market or economic rents and expenses for income producing properties. The CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for various classes of property.**~~

**“The contractor shall, to the best of their ability, match the calculations contained in the current income model. The CAMA system should be capable of maintaining annual Income and Expense submissions.”** All confidential income and expense data described in this section shall become the property of the CITY.

The mortgage-equity technique or the discounted-cash flow technique shall be utilized. When the rates, factors, methods and techniques have been approved by the ASSESSOR, the CONTRACTOR shall make appraisals of all income producing properties, subject to the approval of the ASSESSOR, with the CAMA system in accordance with the Connecticut General Statutes.

The review appraiser/ASSESSOR shall be presented with a review document which allows the correlation of all appropriate valuation approaches. The review document shall list the physical characteristics of the subject, the cost data previously described, the market approach previously described (if sale data exists), and two unique values for the property through the income approach; one income value is to be generated from actual income and market expense data for the subject property; the other, from market income and market expenses for properties of that type. The review appraiser/ASSESSOR shall then be able to correlate the available data and select a value estimate based on the information available. The final value, its source, the identification of the review appraiser/ASSESSOR, and an override reason code shall be entered on the database.

**The software package must meet the current CAMA Grant (Connecticut General Statute 12-62f) requirement of the Office of Policy and Management of the State of Connecticut (including those functions and features considered optional for the CAMA grant).**

## VISUAL DATABASE

### **A. General:**

The CONTRACTOR shall provide for the conversion of existing image files and install a visual database which must be available on all terminals in the ASSESSOR'S office. The visual database shall include images of all improved properties, and shall be capable of capturing multiple images of each structure or series card on an individual parcel and shall be fully integrated with the CONTRACTOR'S CAMA system.

### **B. Deliverables:**

No later than June 1, 2015 the completed visual database shall be installed on the CAMA system.

### **C. Updates:**

The Visual Database shall be completely updateable, either by individual property or by selectable range.

### **D. Quality Control:**

The CONTRACTOR shall submit to the ASSESSOR a plan for quality control. This plan should include some process of review to check for accuracy and assurance that all images are applied to the proper and correct CAMA account.

### **E. Training:**

The CONTRACTOR shall provide structured training sessions for the ASSESSOR'S office staff to guarantee they achieve a sound understanding of the operation of the imaging system and operation of the update equipment. The ASSESSOR shall stipulate in writing that each training phase has adequately addressed the ASSESSOR'S Office staff needs in learning the skills required for each phase. The CONTRACTOR shall submit a formal schedule for training to the ASSESSOR, which shall coincide with CAMA training stipulated on page 17 in section "N. Training" of this document.

## ADDITIONAL INFORMATION

### **1. Execution Of Contract:**

The City of Middletown will review the proposals and **if deemed necessary**, the City will interview consultants within thirty (30) working days from receipt. Services shall commence upon the awarding of this contract.

### **2. Evaluation and Selection:**

The City of Middletown' selection committee shall review all proposals received and short list the number to the three (3) most qualified firms. Selected firms shall then be notified in writing. If necessary, interviews will be scheduled. The committee shall then interview and rate the firms. If three (3) or less firms respond, all of the firms shall be interviewed if deemed necessary.

Firms selected to interview may be requested to prepare an oral presentation not to exceed twenty (20) minutes. The presentation shall address the following:

- a. Discuss the firm's technical approach to provide the required services.
- b. Discuss the firm's qualifications and experience to provide the services as specified

The Purchasing Department will schedule the time and location of the interview. Respondents who are not invited to participate in this interview process shall be notified in writing.

All finalists will be notified in writing of the final consultant selection following City approval of the negotiated fee.

### 3. **Interpretations and Addenda**

No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in **writing**, addressed and forwarded to the **Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at [purchase@middletownct.gov](mailto:purchase@middletownct.gov)**

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is 12:00 PM, Friday, March 20, 2015 (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at **[www.middletownct.gov](http://www.middletownct.gov)**. Non-receipt of said Addenda shall not excuse compliance. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

**Non-receipt of said addenda shall not excuse compliance with said addenda. It is the responsibility of each bidder to visit our website at [www.middletownct.gov](http://www.middletownct.gov) to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.**

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

#### 4. RECEIPT OF PROPOSALS

Pursuant to the "Invitation Request for Proposals", proposal packages will be received by the Purchasing Office, Room 112, at the time and date set forth therein with the award to be made as soon as practicable thereafter. Proposal packages received prior to the date set for receipt will be securely kept; proposals received by the time set for receipt will be opened and recorded by the Supervisor of Purchases at the exact time set for receipt irrespective of any irregularities therein. Respondents and or their representative and any interested public may be present.

Proposals must be submitted upon the blank forms incorporated herein; must be signed and acknowledged by the Respondent where indicated; submitted in a sealed envelope and **clearly marked with the proposal number and description--Using the enclosed bid return label provided.**

#### METHOD OF SELECTION FOR CRITERIA FOR AWARD

The following factors will be considered by the City of Middletown, in evaluating the proposals submitted for award. The factors to be evaluated will not necessarily be evaluated in the order in which they are presented but will be appropriately weighted in descending order of importance.

- The technical competence of the firm;
- The firm's experience on similar projects;
- The firm's qualifications and experience of key personnel;
- Reputation of the firm based on references;
- Technical Approach - the firm's responsiveness to meet or exceed the specifications;
- An evaluation of the Fee Structure: proposed fees for services to include estimated cost as compared to other proposals submitted;
- Schedule application/validity - the firm's current workload and ability to provide the services within the time allotted;
- The firm's knowledge of federal, state and city procedures.
- The firm's ability to furnish the required certificate of Insurance.

## **GENERAL TERMS AND CONDITIONS**

Any prospective Respondents must be willing to adhere to the following conditions and must positively state their compliance to them in the request for PROPOSALS.

1. Acceptance or Rejection by the City of Middletown - The City of Middletown reserves the right to accept and or reject any or all proposals submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the City of Middletown. Respondents whose proposals are not accepted shall be notified in writing.
2. Ownership of Proposals - All proposals submitted in response to this RFP are to be the sole property of the City of Middletown and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
3. Ownership of Subsequent Products - Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the City of Middletown unless stated otherwise in the RFP or contract.
4. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by the City of Middletown.
5. Stability of Proposed Prices - Any price offering from consultants must be valid for a period of ninety (90) days from the due date of consultant proposals.
6. Oral Agreements - Any alleged oral agreement or arrangement made by a consultant with any agency or employee will be superseded by the written agreement.
7. Amending or Canceling Requests - The City of Middletown deserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the City to do so.
8. Rejection for Default or Misrepresentation - The City of Middletown reserves the right to reject the proposal of the consultant which is in default of any prior contract or for misrepresentation.
9. City's Clerical Errors in Awards - The City of Middletown reserves the right to correct inaccurate awards resulting from its clerical errors.
10. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
11. Changes to Proposal - No additions or changes to the original proposal will be allowed after submittal.
12. Collusion - By responding, the consultant implicitly states that the proposal is not made in connection with any competing consultant submitting a separate response to the RFP, and is in all respect fair and without collusion or fraud. It is further implied that the consultant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the City participated directly or indirectly in the consultant's proposal preparation. The Respondent shall be required to complete and submit the Non-collusive Statement incorporated herein with their proposal.
13. Contract Requirements - A formal contractual arrangement will be entered into with the consultant selected as per the City of Middletown's standard form of Agreement. The contents of the proposal submitted by the successful Respondent and the RFP will become part of any contract award.

14. Rights Reserved to the City of Middletown - The City of Middletown reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.
15. Questions - Questions regarding this proposal shall be directed to the Office of the Supervisor of Purchases at (860)638-4895. Revisions or amendments to the RFP shall be processed as a written addendum to be issued by the Purchasing Office and will be posted on the city's web site prior to the deadline for submission of proposals - [www.middletownct.gov](http://www.middletownct.gov) . It is the responsibility of all bidders to visit the website prior to submitting a bid.
16. Certificates of Insurance - The selected firm shall be required to provide appropriate Certificates of Insurance as indicated in the Attachment "Insurance Requirements".
17. Withdrawal of Proposals - Negligence on the part of the Respondent in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.
18. Assigning, Transferring of Agreement - The successful Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.
19. Cost of Preparing Proposal - The City shall not be responsible for any expenses incurred by the organization in preparing and

submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

20. Bankruptcy Receivership, Insolvency: If the RESPONDENT 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 RESPONDENT shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then, and forthwith thereafter, the CITY shall have the right at its option and without prejudice to its rights hereunder to terminate the CONTRACT and withhold any payments due.
21. Subsequent Legislation: If, during the term of this contract, legislation is enacted by the General Assembly, making it unnecessary or undesirable for the CITY to complete the Project, the CITY, upon seven (7) days written notice to the RESPONDENT, may terminate the contract. Upon such termination, the CITY shall pay the RESPONDENT that percentage of the total work completed under the contract as of the date of such termination, plus any retainage held by the CITY from prior payments. Upon making these payments, the CITY shall be relieved of any further obligations to the RESPONDENT under this Agreement.
22. Severability: In the event any part of any clause or provision of this CONTRACT OR CONTRACT SPECIFICATIONS is judicially determined to be unenforceable, it shall be deemed severable from the

remainder of that clause or provision and such remainder shall be binding upon the parties to this CONTRACT.

23. Waiver: No action or failure to act by the CITY shall constitute a waiver of any right or duty afforded it under the CONTRACT OR CONTRACT SPECIFICATIONS, nor shall it prohibit the CITY from future exercise of any such a right.
24. Misrepresentation or Default: The CITY may void this agreement if the RESPONDENT has materially misrepresented any offering or defaults on any contract with a Connecticut municipality. The RESPONDENT shall, also, immediately notify the CITY of any claim or case formally brought against the Respondent.
25. Affirmative Action - Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO).

## SUBMISSION OF PROPOSAL

### STATEMENT OF UNDERSTANDING:

The respondent shall include a detailed statement of the firm's understanding of the requirements of this project and the approach to be taken to conduct services outlined in the scope of Project section previously described and the timeframe to complete the services.

#### 1. COPIES REQUIRED:

The Respondent shall be required to submit **four (4)** copies of their proposal for these services to the Office of the Supervisor of Purchases by the time and date specified. All proposals submitted must include a schedule of fees for providing services as required. Fee shall be submitted in accordance with the fee schedule outlined below.

Proposal documents shall be submitted to the Purchasing Office in a sealed envelope by the time and date specified. The envelope shall be clearly marked with the proposal number and description, using the bid return label provided.

#### 2. FEE STRUCTURE:

**LUMP SUM:** The Respondent shall be required to submit their fee to complete the appraisal and revaluation on the form provided to the format indicated. The fee for the various others services shall be on a per diem rate. No additional charges for reimbursable expenses shall be accepted for these services.

#### 3. PROPOSAL DOCUMENT:

The Company shall be required to submit the following information with their proposal, assembled in the order presented:

Proposals shall include the information listed below. Indicate with a check (✓) in the left hand column that they have been included with your Proposal.

- |       |   |
|-------|---|
| _____ | 1. Letter of Transmittal and detailed approach  |
| _____ | 2. One page summary of the Company's advantages and strengths.  |
| _____ | 3. Name and telephone number of person(s) to be contacted for further information and clarification.  |
| _____ | 4. Listing of all municipal revaluations completed during the past five (5) years, including client contact, telephone number, size of municipality (indicated by number of real estate accounts), scope of services rendered, and date completed under present corporate entity, such list must include at least two Connecticut communities similar to and at least equal to in size of Middletown. |
| _____ | 5. Listing of all municipal revaluations now underway or under contract, including client contact, telephone number, size of municipality (indicated by number of real estate accounts), scope of services rendered, and date to be completed.  |

- \_\_\_\_\_ 6. Identification of certified Company personnel with CAMA experience that would be assigned to the project.
- N/A ~~\_\_\_\_\_ 7. **Description of sales analyses performed to verify accuracy of valuation.**~~
- \_\_\_\_\_ 8. Listing of all municipalities where the Proposer has used the City's existing CAMA software, UNIVERS, to perform a full or update revaluation, or is currently using the proposed computer assisted mass appraisal (CAMA) software.
- \_\_\_\_\_ 9. Description of the Company's public relations program that would be used throughout the revaluation project.
- \_\_\_\_\_ 10. Copy of Company's Connecticut Revaluation Company Certificate.
- \_\_\_\_\_ 11. Indication of how many years has been engaged as a company, corporation, partnership or individual specializing in governmental tax revaluation service.
- \_\_\_\_\_ 12. Each Company shall provide the name of a person, or designated representative of the Company to whom all official Notices or correspondence shall be sent and the correct mailing address of such individual.
- \_\_\_\_\_ 13. Proposal pages detailing Fees and unit prices as requested
- \_\_\_\_\_ 14. 10% Bid bond and Certificate of Surety
- \_\_\_\_\_ 15. Non Collusive Statement, Affirmative Action Experience or EEO Policy
- \_\_\_\_\_ 16. A Brief statement detailing whether your firm is currently in litigation or has been involved in litigation in the past five (5) years. If there is litigation history please explain the circumstances and the outcome.
- \_\_\_\_\_ 17. Submit FOUR (4) copies of entire proposal.

**RFP #2015-006**  
**REPLACEMENT AND CONVERSION OF COMPUTER**  
**ASSISTED MASS APPRAISAL SOFTWARE**  
**PROPOSAL PAGES**

Issue Date: 02/20/2015 Reply Date: Friday, March 27, 2015 at 3:00 P. M.

To: Purchasing Agent  
City of Middletown  
Room 112, Municipal Building  
245 DeKoven Drive  
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the specifications, general terms and conditions and related contract documents and propose and agree to contract with the City of Middletown in the form of agreement to provide all of the services specified herein in the manner prescribed and in accordance with the specifications and agree to complete the Replacement and Conversion of CAMA Software for the following cost:

<b>THE Proposal MUST BE SIGNED BY THE RESPONDENT TO BE ACCEPTED</b>	
COMPANY NAME	SIGNATURE AND TITLE

The proposal is made with the understanding that it cannot be withdrawn for a period of ninety (90) days after the date set for opening of the proposals.

We are submitting the below fee schedule in accordance with your Scope of Services and Proposal Requirements.

We understand that this proposal page must be signed by an authorized agent of our organization to constitute a valid request for proposal.

This PROPOSAL is accompanied by surety in the amount of ten percent (10%) of the dollar Proposal in the form and amount indicated below.

10% Bid Bond or Check is attached to this bid in the amount of:

\_\_\_\_\_ (\$ \_\_\_\_\_)

Written figures

Bid Security from: \_\_\_\_\_  
(Insert Bonding Company/Bank name and address on the line provided.)

BIDDER acknowledges receipt of the following ADDENDA:

No. <u>1</u>	Date: _____
No. <u>2</u>	Date: _____
No. <u>3</u>	Date: _____

**SCHEDULE OF FEES**

**LUMP SUM NOT TO EXCEED FEE** for services to complete the replacement and conversion of CAMA software based on the scope of services as detailed in this proposal. In the items that follow, Respondent shall include all personnel, labor, equipment, software, training of City personnel, promotional materials, duplication of all related materials, preparation and duplication of all related reports, attendance at public hearings, meeting attendance, all applicable taxes, fees and other incidental costs and must bid on every item. Prices are to be written in words and figures. In case of a discrepancy, the bid amount in words shall prevail. Under no circumstance will additional costs be accepted by the City beyond those specified herein.

#	ITEM DESCRIPTION - UNIT PRICE PER EACH IN WORDS AND FIGURES
<b>REPLACEMENT AND CONVERSION OF COMPUTER ASSISTED MASS APPRAISAL SOFTWARE</b>	
1.	COST TO REPLACEMENT AND CONVERSION OF COMPUTER ASSISTED MASS APPRAISAL SOFTWARE  <b>FOR THE LUMP SUM COST OF :</b>  <div style="text-align: right;">_____ (\$ _____)</div> Written figures

Payment Terms: \_\_\_\_\_% Net \_\_\_\_\_ Days.

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

1. That this PROPOSAL is executed by said CONTRACTOR with full knowledge and acceptance of the CONTRACT (including the Replacement and Conversion of CAMA Software) enclosed with the INVITATION FOR PROPOSAL on the subject project, unless specifically noted in the CONTRACTOR’S Proposal.
2. That should this PROPOSAL be accepted in writing by the City of Middletown, 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 the said CONTRACT and CONTRACT SPECIFICATIONS.
3. If a Proposal Bond is submitted, it shall be issued by a company authorized to issue such surety bond in the State of Connecticut and acceptable to the CITY. If a Certified Check is submitted, it shall be made payable to the “City of Middletown”.
4. That the CONTRACTOR or his or her representative has visited the City; is familiar with its geography, general character of housing and its commercial and industrial areas; has examined the quality and condition of the Assessor’s records; and has met with the Assessor to make himself or herself knowledgeable of those matters and conditions in the CITY which would influence this Proposal.
5. That all items, documents, and information required to accompany this Proposal of the aforesaid PROPOSAL FORMAT AND CONTENTS are enclosed herewith.
6. 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:

7. The CITY reserves the right to reject any, or any part of, or all Proposal Proposals; to waive informalities and technicalities; and to accept that Proposal which the CITY and the ASSESSOR deem to be in the best interest of the CITY, whether or not it is the lowest dollar Proposal.
8. Consideration in the awarding of the CONTRACT will be given, but not limited to, price, experience and competence of the Proposer, the nature and size of the Proposer's organization, experience of the Proposer with the City's UNIVERS CAMA system, and quality of similar projects it has performed and completed in the past and determination by the CITY that the CONTRACTOR has the ability to complete the WORK.
9. Each company, corporation, partnership, individual or other entity (herein after referred to as the COMPANY) must hold, through the time or submission of the Proposal to the CITY through the completion of all work therein after required, valid Connecticut Revaluation Certificate, pursuant to Section 12-2c of the Connecticut General Statutes.
10. The COMPANY must complete a schedule and percentage of completed work based upon the experience of the COMPANY, in performing revaluations, and based upon the CONTRACT SPECIFICATIONS as set forth in this CONTRACT, on the enclosed form entitled "Schedule and Percentage of Completed Work". An unbalanced Proposal will be cause for rejection.



**JOINT VENTURE**

**(To be completed for those firms submitting a proposal as a joint venture assignment.)**

**Name of Organization:** \_\_\_\_\_

**Address of Local Office:** \_\_\_\_\_

**Address of Principal Office:** \_\_\_\_\_

**Name of Agent Submitting Proposal:** \_\_\_\_\_

(May be contacted with questions)

**Title:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Name / Title of Individual with Contractual Authority:** \_\_\_\_\_

**Type of Ownership: Corporation, Partnership, Etc.:** \_\_\_\_\_

**Nature of Firm's Principal Business:** \_\_\_\_\_

**Type of Firm - Architectural, Engineering, Environmental, Combination or Other:**

\_\_\_\_\_

**NON-COLLUSIVE STATEMENT**

All Respondents are required to sign a Non-Collusive Statement with all public proposals as follows:

1. The proposal has been arrived at by the Respondent, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other provider of materials, supplies, equipment, or services described in the Invitation for Proposals, designed to limit independent bidding or competition; and
2. The contents of the proposal have not been communicated by the Respondent or its employees or agents to any person not an employee or agent of the Respondent or its surety on any bond furnished with the proposal, and will not be communicated to any person prior to the official opening of the proposals.

Date \_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**PERSONNEL LIST**

#	NAME/ DATE OF HIRE	DUTIES AND RESPONSIBILITIES PLEASE PROVIDE BRIEF DESCRIPTION	TYPE OF CERTIFICATION REQUIRED (ATTACH COPY)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**BID BOND**

KNOW ALL MEN BY THESE PRESENT, that we the undersigned

\_\_\_\_\_ as Principal, and \_\_\_\_\_

as Surety are held and firmly bound unto the \_\_\_\_\_ hereinafter called the

"Owner", in the penal sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated \_\_\_\_\_ for **RFP #2015-006 Replacement and Conversion of CAMA**

**Software- City of Middletown, CT**

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or within any extended time period agreed to by the Principal, Surety and Owner, or if no period be specified, within sixty (60) days, after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this Bid Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the name and corporate seal of each by its undersigned representative pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing by the

parties of this Bond.

**ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.**

\_\_\_\_\_  
Individual Principal (Seal)

\_\_\_\_\_  
Business Address  
\_\_\_\_\_

Attest:  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Principal

\_\_\_\_\_  
Business Address

Attest:  
  
\_\_\_\_\_

By \_\_\_\_\_  
Affix Corporate Seal

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Business Address  
\_\_\_\_\_

By \_\_\_\_\_  
Affix Corporate Seal

Countersigned by \_\_\_\_\_

\*Attorney-in-fact, State of \_\_\_\_\_

\*Power-of-Attorney for person signing for Surety Company must be attached to bond.

**CERTIFICATE OF SURETY**

The undersigned, \_\_\_\_\_, hereby certifies that it is a surety, duly authorized to do business in the State of Connecticut and hereby agrees and guarantees to furnish to \_\_\_\_\_ the labor and material payment bond and/or the performance bond required by the Contract Documents, as defined in **RFP #2015-006 Replacement and Conversion of CAMA Software- City of Middletown, CT**, if \_\_\_\_\_'s bid is accepted by the City of Middletown.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_

**SURETY COMPANY OF DULY  
AUTHORIZED AGENT**

\_\_\_\_\_

\_\_\_\_\_  
Its, Duly Authorized

**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

that \_\_\_\_\_

as Principal, hereinafter called "Principal", and

\_\_\_\_\_

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Middletown, Connecticut, as Obligee, hereinafter called "City" in the amount of:

\_\_\_\_\_ (\$ \_\_\_\_\_)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by written agreement dated \_\_\_\_\_, entered into a Contract with the City for **RFP #2015-006 Replacement and Conversion of CAMA Software- City of Middletown, CT** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall faithfully and promptly perform said Contract, and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates of wages customary or then prevailing for the same trade or occupation in the City of Middletown, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by the City.

Whenever Principal shall be, and declared by the City to be in default under this Contract, the City having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by the City and Surety of the lowest responsible RESPONDENT,

arrange for a Contract between such RESPONDENT and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall occur on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

**ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.**

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 A.D.

In the presence of:

\_\_\_\_\_  
Principal \_\_\_\_\_(SEAL)

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_(SEAL)

\_\_\_\_\_  
BY \_\_\_\_\_

Power-of-Attorney for persons signing for Surety Company or Principal must be attached to Bond.

**PURCHASING DEPARTMENT  
CITY OF MIDDLETOWN  
BID ATTACHMENT**

**CHAPTER 26, CONTRACTS**

**ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.**

**26-1 Contract Provisions Required**

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

**26-2 Enforcement Officer**

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

**26-3 Provisions to be Included**

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups ) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

#### **26.4 Notices to be posted on project site.**

**The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.**

#### **26.5 Subcontractors and Suppliers**

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

#### **26.6 Effect on other laws**

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

**(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)**

## APPENDIX B - INSURANCE REQUIREMENTS

RFP # 2015-006  
2015 Replacement and Conversion Computer  
Assisted Mass Appraisal Software

### A. GENERAL REQUIREMENTS:

The CONTRACTOR shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the CONTRACTOR'S obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to purchase order/contract issuance. The CONTRACTOR also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the CONTRACTOR'S responsibility under this contract.

The CONTRACTOR, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. All insurances required shall evidence a waiver of subrogation in favor of the City of Middletown. Upon request, the CONTRACTOR shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the CONTRACTOR forward a copy of these requirements to their insurance representative(s).

### B. SPECIFIC REQUIREMENTS:

#### (1) Workers' Compensation Insurance -

The CONTRACTOR shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident  
\$500,000 Disease, Policy Limit  
\$500,000 Disease, Each Employee

#### (2) Commercial General Liability Insurance -

The CONTRACTOR shall carry Commercial General Liability insurance (Insurance Services Offices

Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance -

If applicable, the CONTRACTOR shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(4) Professional Liability Insurance –

The CONTRACTOR shall carry Professional Liability Insurance in an amount of not less than \$1,000,000.

C. SUBCONTRACTORS REQUIREMENTS:

The CONTRACTOR shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the CONTRACTOR and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work.

The CONTRACTOR shall require that the City of Middletown be named as an Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The CONTRACTOR and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

INSURANCE LANGUAGE  
APPROVED AS TO FORM:

\_\_\_\_\_  
NANCY CONAWAY-RACZKA  
RISK MANAGER

February 10, 2015  
DATE

**Bid Return Label**

**Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.**

**Official Bid Documents Enclosed:**

**RFP# 2015-006- REPLACEMENT & CONVERSION OF CAMA SOFTWARE**

**Return Date: Friday, March 27, 2015, at 3:00 pm**

**City of Middletown Purchasing Department**

**Municipal Building Room 112**

**245 DeKoven Drive**

**Middletown, CT 06457**

