

**REQUEST FOR PROPOSALS**  
**“MOTOR VEHICLE REGISTRATION COMPLIANCE – ASSESSOR’S OFFICE”**  
**Bid # 07-22-23-02**

Contractors interested in providing the Motor Vehicle Registration Compliance Services as set forth in the attached Specifications are invited to submit three (3) copies of their proposal to the Office of the Purchasing Agent, 155 Deer Hill Avenue, Danbury, CT 06810, during normal business hours by no later than 2:00 PM on Wednesday, August 17, 2022.

Envelopes should be marked: Bid #07-22-23-02 “Proposals – Motor Vehicle Registration Compliance – Assessor’s Office”

All information pertaining to the Contractor's technical and management approach to completing this project, as well as the proposed cost, timetable and staffing plan, shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in the Request for Proposals as well as any addendums in order to be considered responsive. Any proposal that does not respond to each issue in the Request for Proposals may be rejected by the City as non-responsive.

The Assessor reserves the right to amend this proposal for the Motor Vehicle Registration Compliance at any time prior to the deadline for submission of proposals.

The City reserves the right to reject any and/ or all proposals received if they determine it to be in the best interest of the City.

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

- A Letter of Transmittal, signed by the individual authorized to negotiate for and contractually bind the respondent, stating that the offer is effective for at least sixty (60) calendar days from the deadline for the submission of proposals.
- A list of Connecticut Municipalities for which the respondent has completed similar services for last three years, and contacts, including names, titles, phone numbers and e-mail addresses.
- A list of Connecticut Contracts for which the respondent is currently committed with a time table for their completion.
- Description and examples of the respondent’s public relations efforts in relation to performing this program.

- A detailed description of how the respondent plans on implementing the program. Specifically, how the respondent will assist the City in the identification and investigation of motor vehicles that are registered or unregistered and which are owned or used by Danbury residents that are subject to local property taxes under the criteria established in the Connecticut General Statutes.
- The Contractor shall secure and maintain, for the duration of this Contract, including any supplements hereto, the following minimum insurance coverage mentioned on Page 7 at no cost to the City. The Contractor shall provide the City with Certificates of Insurance evidencing the following coverage and naming the City as an additional insured.
- The City of Danbury reserves the right to accept any proposal or reject any or all proposals it deems appropriate and in the best interest of the City of Danbury. The City of Danbury is not bound to accept the least costly proposal, but reserves the right to accept the proposal which appears, in its judgment, to be the best suited to the interests of the City of Danbury. The City of Danbury reserves the right to negotiate with any vendor, including but not limited to terms, conditions, pricing and pricing structure, etc.

#### PROPOSAL FORM FOR MOTOR VEHICLE REGISTRATION PROGRAM

The City of Danbury, Connecticut is undertaking a program to discover, list and assess all Motor Vehicles that are not registered in the City of Danbury pursuant to State Statutes:

- §12-71(f) (1) Property subject to taxation under this chapter shall include each registered and unregistered motor vehicle and snowmobile that, in the normal course of operation, most frequently leaves from and returns to or remains in a town in this state, and any other motor vehicle or snowmobile located in a town in this state, which motor vehicle or snowmobile is not used or is not capable of being used.
- §12-71(f) (2) Any motor vehicle or snowmobile registered in this state subject to taxation in accordance with the provisions of this subsection shall be set in the list of the town where such vehicle in the normal course of operation most frequently leaves from and returns to or in which it remains. It shall be presumed that any such motor vehicle or snowmobile most frequently leaves from and returns to or remains in the town in which the owner of such vehicle resides, unless a provision of this subsection otherwise expressly provides. As used in this subsection, “the town in which the owner of such vehicle resides” means the town in this state where (A) the owner, if an individual, has established a legal residence consisting of a true, fixed and permanent home to which such individual intends to return after any absence, or (B) the owner, if a company, corporation, limited liability company, partnership, firm or any other type of public or private organization, association or society, has an established site for conducting the purposes for which it was created. In the event such an entity resides in more than one town in this state, it shall be subject to

taxation by each such town with respect to any registered or unregistered motor vehicle or snowmobile that most frequently leaves from and returns to or remains in such town.

- §12-71(f) (3) Any motor vehicle owned by a nonresident of this state shall be set in the list of the town where such vehicle in the normal course of operation most frequently leaves from and returns to or in which it remains. If such vehicle in the normal course of operation most frequently leaves from and returns to or remains in more than one town, it shall be set in the list of the town in which such vehicle is located for the three or more months preceding the assessment day in any year, except that, if such vehicle is located in more than one town for three or more months preceding the assessment day in any year, it shall be set in the list of the town where it is located for the three months or more in such year nearest to such assessment day. In the event a motor vehicle owned by a nonresident is not located in any town for three or more of the months preceding the assessment day in any year, such vehicle shall be set in the list of the town where such vehicle is located on such assessment day.
- §12-71b(g) Any motor vehicle which is not registered in this state shall be subject to property tax in this state if such motor vehicle in the normal course of operation most frequently leaves from and returns to or remains in one or more points within this state, and such motor vehicle shall be subject to such property tax in the town within which such motor vehicle in the normal course of operation most frequently leaves from and returns to or remains, provided when the owner of such motor vehicle is a resident in any town in the state, it shall be presumed that such motor vehicle most frequently leaves from and returns to or remains in such town unless evidence, satisfactory to the assessor in such town, is submitted to the contrary.

The undersigned Proposer affirms and declares:

1. That should this PROPOSAL be accepted in writing by the Chief Executive Officer of the City of Danbury, Connecticut, said Proposer will furnish the services for which this PROPOSAL is submitted at the price bid and in compliance with the provisions of said CONTRACT.
2. That the Proposer or his or her representative has visited the City of Danbury; is familiar with its geography, city borders, and areas of high out of state / unregistered Motor Vehicles.
3. That all items, documents and information required to accompany this PROPOSAL of the aforesaid CONTRACT are enclosed herewith.
4. That the Proposer proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid CONTRACT with the following terms:
5. Proposed scheduled prices for aforementioned proposals are valid for Sixty (60) days.
6. That the Proposer understands and accepts that, although the proposed price is a major factor for consideration, the CITY reserves the right to award the contract to other than the lowest cost, after an analysis of the additional factors outlined in the aforesaid CONTRACT, including but not limited to references, history, and experience.

FIRM NAME OF  
PROPOSER: \_\_\_\_\_

BY:  
SIGNATURE: \_\_\_\_\_

TYPE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

#### SCOPE OF SERVICES

The Contractor shall perform the services set forth under this Agreement in a satisfactory manner, as reasonably determined by the City. The Contractor warrants that it will perform services under this Agreement in good faith, with qualified personnel in a competent and workmanlike manner. The Contractor shall make such revisions or modifications to its work, at its own expense, as may be required by the City. However, the Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially given to the Contractor, herein.

- The Contractor shall perform its obligations under this Agreement and conduct its investigation impartially without regard for the race, color, national origin, religion, ethnicity, gender or immigration status of any potential taxpayer.
- All Reports and Documents prepared by the Contractor under this Agreement shall be submitted to the City for review and approval. The City shall review and respond to materials submitted by the contractor within sixty (60) days.
- In performing the Services required under this Agreement, the Contractor shall consult with the Assessor's Office, and shall meet as appropriate with other City officials and with other persons or entities as necessary including any state and federal officials.
- The Contractor will assist the City in the identification and investigation of motor vehicles that are registered or unregistered and which are owned or used by Danbury residents that are

subject to local property taxes under the criteria established in the Connecticut General Statutes. The Contractor will perform the following services:

- Gather the appropriate data relevant to the overall process
- Manage the process used to screen the data gathered
- After screening the raw data, the Contractor will do the following:
  - 1) Collect, investigate and develop sufficient evidence a prima facie case, subject to the Assessor's criterion established prior to the commencement of the program upon which the Assessor can legally proceed.
  - 2) Prepare letters for correspondence to the potential taxpayer on behalf of the Assessor
  - 3) Receive all correspondence from the potential taxpayers or their legal representative responding to the aforementioned correspondence and discuss the particulars of their respective case and provide explanation of the tax laws that apply in each case.
  - 4) Investigate all the facts presented in the rebuttal arguments and prepare response for Assessor.
  - 5) Provide Assessor with all necessary data needed to prepare a Certificate of Correction once it has been determined that property should be assessed in a format consistent with automatic import into current Administrative Software Provider Quality Data Service.
  - 6) Provide investigative support at all levels of the process including but not limited to:
    - Address updates of the property owners for collection purposes
    - Further investigation if requested by the Assessor or the Office of Corporation Counsel
    - Investigative support to the Office of Corporation Counsel for the purpose of prosecuting such owners and/or assisting in legal action relative to the taxation of the property identified under this Agreement
    - Testimony, if required at all levels of the Appeals process.

- 7) As the custodian of the investigative files developed with respect to any property or its owner and preserve and maintain such files in conformance with contractual obligations with the City and in accordance with requirement of the Connecticut Freedom of Information Act and/or any other applicable State or Federal law, rule or regulation.

### CONTRACT STANDARDS

The City Required Proposed Contract provisions, indicated below, will be some of the mandatory terms of the City's contract with the successful proposer. If a proposer is unwilling or unable to meet any of these contract terms, the proposer must disclose that inability or unwillingness on its proposal form. The City Required Proposed Contract provisions may be modified by the City in its sole discretion. To the extent that there is a conflict between the provisions of this RFP and the attached contract, the provisions of the contract shall control. Upon award, a final contract will be provided to the successful proposer.

### OBLIGATIONS OF THE CITY

- The City will provide the Contractor with all documents, data, and other materials appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources requested by the Contractor for the purpose of carrying out services under this Agreement including but not limited to Connecticut Motor Vehicle Registration information.
- The City agrees to use its best effort to process all Certificates of Correction within sixty (60) days of receipt from the Contractor.

### INSURANCE AND INDEMNIFICATION

CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this article and such insurance has been approved by the CITY, nor shall CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of insurance shall be filed with the CITY and shall be subject to the approval of the CITY for adequacy of protection before the execution of this contract.

All policies relating to this shall be so written that the CITY shall be notified of cancellation or change at least thirty (30) days prior to the effective date of such cancellation or change.

Certificates from the insurance carrier shall be filed in triplicate with the CITY and shall state the limits of liability and the expiration date for each policy and type of coverage. The CITY OF DANBURY shall be named as an additional insured. Renewal certificates covering the renewal of all policies expiring during the life of this contract shall be filed with the CITY not less than ten (10) days before the expiration of such policies.

A. Comprehensive General Liability Insurance

CONTRACTOR shall take out and maintain during the life of this contract such Comprehensive General Liability Insurance as will protect CONTRACTOR, the CITY, and any subcontractor performing work covered by this contract, from any claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, claims for cyber damages, which may arise from operations under this contract whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of insurance shall be in the following minimum limits:

Bodily Injury Liability and Property Damage Liability	\$1,000,000 (combined) each occurrence
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CONTRACTOR agrees that in the event that one or more claims are paid under the policies containing an aggregate coverage limit it shall immediately notify the CITY thereof and at the same time shall seek either to reinstate the limits of said policy or policies or alternatively to seek to obtain a new policy providing for full coverage in accordance with the limits established within. Said replacement coverage shall be obtained within twenty-four (24) hours and the CITY shall be notified thereof.

B. Comprehensive Auto Liability Insurance

CONTRACTOR shall take out and maintain during the life of this contract Comprehensive Auto Liability Insurance which shall cover the operation of all motor vehicles owned by CONTRACTOR or used by CONTRACTOR in the prosecution of the work under this contract and the amounts of such insurance shall be in the following minimum limits:

Bodily Injury Liability and Property Damage Liability	\$1,000,000 (combined) each occurrence
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C. Workers' Compensation Insurance and Employer's Liability

CONTRACTOR shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of its employees, employed at the site and in case any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all employees of the latter unless such employees are covered by the protection afforded by CONTRACTOR.

Workers' Compensation and Employer's Liability - Statutory Limits

D. Professional Liability

CONTRACTOR shall take out and maintain during the life of this contract Errors & Omissions Network Technology Blended Insurance which shall include cyber liability insurance and the amounts of such insurance shall be in the following minimum limits:

\$2,000,000 per occurrence and \$2,000,000 Aggregate

E. Excess Liability

CONTRACTOR shall take out and maintain during the life of this contract Excess Liability Insurance which is in addition to the limits expressed above, and the amounts of such insurance shall be in the following minimum limits:

\$5,000,000 Bodily Injury, Property Damage and auto (combined) each occurrence.