

**TOWN OF ARLINGTON  
MASSACHUSETTS**

**REQUEST FOR PROPOSAL**

The Town of Arlington is currently seeking proposals from qualified individuals and firms for a “Data Verification Program for all Residential, Commercial, Industrial, and Exempt Real Estate and all Personal Property within the Town of Arlington”.

**RFP #17-21**

**DATA VERIFICATION PROGRAM**

The successful Individual/Firm must complete the work in a timely fashion in order for the Town to meet Fiscal Year 2019 Certification Deadline. Vendor must have experience with Patriot Properties Appraisal Software.

Proposals are invited and will be received by the Town Manager, Town of Arlington, Massachusetts on or before **1:00 P.M., Thursday, May 4, 2017** at the Town Manager’s Office/Purchasing Department, Town Hall Annex, 730 Massachusetts Avenue, Arlington, MA 02476.

Five (5) copies of the proposal shall be submitted in a sealed envelope marked “**RFP #17-21, Technical Proposal, Data Verification Program/Assessors**” and one (1) copy of price proposal shall be submitted in a sealed envelope marked “**RFP #17-21, Price Proposal, Data Verification Program/Assessors**”.

Proposals delivered after the appointed time and date will not be considered.

General information, proposal instructions and the scope of work are available at the Town Manager’s Office/Purchasing Department.

Further information may be obtained by contacting Paul Tierney, Director of Assessments, at 781-316-3061 or by e-mail to [ptierney@town.arlington.ma.us](mailto:ptierney@town.arlington.ma.us).

The Town reserves the right to cancel any request for proposals, to reject in whole or in part any and all proposals when it is deemed in the best interest of the Town of Arlington to do so.

TOWN OF ARLINGTON

Adam Chapdelaine  
Town Manager

April 11, 2017

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Signature of individual submitting bid or proposal)

\_\_\_\_\_  
(Name of individual submitting bid or proposal)

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Responsible  
Corporate Officer and Title

**NON-COLLUSION FORMS  
MUST BE SIGNED AND  
SUBMITTED WITH BID**

## REQUEST FOR PROPOSALS

### **DATA VERIFICATION OF ALL RESIDENTIAL, COMMERCIAL, INDUSTRIAL, AND EXEMPT PROPERTIES AND ALL PERSONAL PROPERTY IN THE TOWN OF ARLINGTON, MASSACHUSETTS**

Sealed proposals from interested Contractors for the “**Data Verification Program**” in the Town of Arlington will be received and registered by the Town Manager, at the Town Manager’s Office/Purchasing Department, Town Hall Annex, 730 Mass Ave., Arlington, Massachusetts before **1:00 p.m., Thursday, May 4, 2017.**

The Board of Assessors will make the awarding of the contract in conjunction with authorized officials of the Town. The Town of Arlington reserves the right to reject any and all proposals or to waive any informality in the proposals, if it appears in the Town's best interest.

Contractors shall submit separate price and non-price (or technical) proposals. The **price proposal** must be signed, placed in an envelope, and sealed. The **non-price proposal** must, at the very least, address and comply with all minimum requirements set forth in this request for proposals in order to be considered responsive. The proposals shall be signed, placed in a separate envelope, and sealed.

Both of the envelopes containing the **price** and the **non-price proposals** must be marked with the Contractor's name, date of opening, and either “**Price Proposal**” or “**Technical Proposal – Data Verification Program for the Town of Arlington Massachusetts**”.

A bidder may correct, modify, or withdraw a bid by sealed, written notice clearly marked as a correction, modification, or withdrawal, and received in the Town Manager’s Office/Purchasing Department prior to the time and date set for bid opening.

In addition, each Contractor must submit the following as part of the non-price proposal:

1. A letter of transmittal signed by the individual authorized to negotiate for the Contractor and a statement that the proposal will remain in effect for at least thirty (30) days from the submission of proposals.
2. A list of the Data Collection and/or Revaluation contracts for which the Contractor is currently committed, as well as a 5-year client list with the names and telephone numbers of the individuals to be contacted as a reference.
3. All information required in the Minimum and Comparative Evaluation Criteria sections, in order to fairly evaluate each proposal.
4. The Town of Arlington utilizes the Patriot Properties’ AssessPro appraisal system in house. Therefore, each Contractor must show evidence of familiarity with the Patriot Properties’ system by submitting a list of projects previously worked on that required the use of the Patriot Properties’ AssessPro Appraisal System.

## **GENERAL CONDITIONS AND REQUIREMENTS**

### **1. PROPOSAL RULES**

This proposal is solicited and will be awarded pursuant to the rules set forth in Chapter 687 of the Massachusetts Acts of 1989, the "Uniform Procurement Act" now Chapter 30B, of the Massachusetts General Laws.

### **2. REVIEWING PERIOD**

All proposals meeting bid requirements and conditions may be held by the Town of Arlington for a period not to exceed thirty (30) days from the date of opening the proposals. The Assessors will be reviewing the proposals for the purpose of investigating the Contractors qualifications and experience on similar projects prior to the awarding of the contract.

### **3. BASIS OF PROPOSAL AWARD**

- A. The contract shall be awarded to the responsible and responsive offerer submitting the most advantageous proposal, taking into consideration the proposal's relative merits.
- B. The Arlington Board of Assessors will evaluate the relative merits of the submitted non-price proposals.

### **4. FORCE MAJEURE**

Neither party shall be liable to the other or deemed to be in breach under the agreement for any failure to perform including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States, or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this contract are important to the implementation of the entire revaluation program, continued failure to perform for periods aggregating sixty (60) or more days even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled, "Termination."

**5. TERMINATION OF THE CONTRACT**

Subject to the provisions of the section entitled "Force Majeure", if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor violates any covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of such failure or violation is received by the Contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

**6. ASSIGNMENT OF CONTRACT**

The Contractor shall not assign or in any way transfer any interest in this agreement without the prior written consent of the Town, provided however, that claims for money due or to become due to the Contractor from the municipality hereunder may be assigned to a bank, trust company, or other financial institution without such consent, so long as notice of any such assignment is furnished promptly to the Assessors, any such assignment shall be expressly made subject to all defenses, set offs, or counterclaims which would have been available to the Town against the Contractor in the absence of such assignment.

**7. EVALUATION OF WORK**

To assure compliance with this agreement, the Town shall have the right to enter into the Contractor's premises during the normal business hours to inspect, monitor, or otherwise evaluate the work performed or being performed therein.

**8. OWNERSHIP OF INFORMATION**

- A. All information acquired by the Contractor from the municipality or from others at the expense of the municipality in performance of the agreement shall be and remain the property of the municipality. All records, data files, computer records, worksheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Contractor for delivery to the municipality shall be and remain the property of the municipality.
- B. The Contractor agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the Town. The Contractor further agrees to return said information in whatever form it is maintained by the Contractor.

## **9. INSURANCE REQUIREMENTS**

- A. The COMPANY will maintain all insurance required by law for its employees, including disability, workers' compensation and unemployment, and public liability insurance at least as hereinafter set forth so as to protect it and the MUNICIPALITY from any and all claims for personal injury and property damage from the entire pendency of the project:
- B. A commercial general liability insurance policy with the following limits of coverage: Bodily injury and property damage, One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) each individual claim per occurrence, Two Million Dollars (\$2,000,000) aggregate of all claims per occurrence.
- C. A comprehensive automobile insurance policy with a combined single limit of One Million Dollars (\$1,000,000).
- D. Workers' Compensation Insurance as required by the then current laws of the Commonwealth of Massachusetts and Employer's Liability Insurance with limits of One Million Dollars (\$1,000,000) / One Million Dollars (\$1,000,000) / One Million Dollars (\$1,000,000).
- E. All of the insurance must be issued by an insurer licensed, authorized and maintains an office to do business in Massachusetts.

**Failure to comply with the above "Conditions and Requirements", attached "Specifications" if any, or the "Minimum Qualifications", will be justification reject any proposal as incomplete.**

**SCOPE OF THE PROJECT**

The project shall include the verification of the measurements and listing of all improved taxable Real Property. The breakdown of each as of January 1, 2016, is as follows:

**REAL PROPERTY**

<b><u>LAND TYPE</u></b>	<b><u>PARCEL COUNT</u></b>
101-----	7,994
102-----	3,552
Misc. 103, 109-----	13
104-----	2,264
105-----	193
111-125-----	146
300-393-----	382
400-452-----	22
012-043-----	<u>76</u>

**TOTAL PARCEL COUNT: 14,642**

**PERSONAL PROPERTY COUNT: 382**

**GENERAL REQUIREMENTS**

**Data Verification of Residential Property:**

- The exterior measurements of each house and appurtenant structures shall be carefully checked with a new digital picture taken and entered into CAMA system.
  
- Any new additions, alterations, or measurement corrections must be noted on the existing “property record cards”.
  
- The CONTRACTOR shall be responsible and correct the following on the existing property record cards:

- Building type
- Story height
- Exterior wall cover
- Quality of construction
- Approximate age
- Foundation type
- Basement area, floor and % finished
- Roof structure
- Roof covering
- Flooring
- Interior wall
- Heating type, fuel, central air conditioning or vacuum
- Number and quality of bathrooms
- Number of rooms and bedrooms
- Fireplaces

**Note:** The CONTRACTOR will be required to ask the property owner to sign the property record card as evidence of interior inspection. Unoccupied buildings, refusals by an owner to allow access, structures that are unsafe, inhabitants that appear dangerous or threatening, no response to any notifications sent or left, or any other reason which the assessing officials agree make the property inaccessible, will be included in the inspection rate.

### **Data Verification of the Comm., Ind., Apartment and Mixed Use Properties**

- The CONTRACTOR must verify the exterior measurements of the improvements.
- The CONTRACTOR must inspect the interiors of the properties.
- The CONTRACTOR must verify the exterior information for each building.
- The CONTRACTOR must verify the interior construction and use of the interior of each building.
- The interior use and sub-area detail of each building must be updated and accurate to the satisfaction of the Director of Assessments. This information will be used in applying the income approach to all applicable properties.

## MINIMUM EVALUATION CRITERIA

### 1. EXPERIENCE OF CONTRACTOR

- A. As of January 1, 2016, the Contractor shall have successfully completed a minimum of five (5) revaluation or data collection projects within the Commonwealth during the prior five (5) years, each of which included 10,000 or more real properties.
- B. The Project Director is expected to organize and distribute the daily workload to the data collectors. The data collected by the staff must be accurate and consistent with the data collection manual and procedures established by the Project Director and the Chief Assessor. Therefore, the Project Director and the back-up Project Director must have a minimum of ten (10) years experience in the valuation of all types of property in the Commonwealth of Massachusetts. They must show evidence of experience and familiarity with the Patriot Properties' AssessPro Appraisal System. The name and qualifications of the Project Director and the back-up Project Director must be submitted with the proposal.

In order to fairly evaluate the above criteria, the proposers must submit lists, dates, descriptions of applicable projects, and names of relevant contacts to substantiate any information provided in conjunction with the above requirements.

### 2. DATA FORMAT

- A. The Contractor shall produce a property record card on the in-house appraisal system in the Assessor's Office for each specified property. The record cards and all reports generated must contain all relevant data and adjustments that will be used in deriving value for the next tri-ennial certification.
- B. A computerized spreadsheet of all improved commercial and industrial properties showing, at the least, Property Use with sub area detail, Economic Rent, Vacancy and Bad Debt Percent, Operating Expenses, and Cap Rate will be produced on the in-house appraisal system for the next tri-ennial certification. Therefore, the information collected on the Commercial, Industrial, Apartment, and Mixed Use properties must be sufficient for this purpose. Samples of spreadsheets used for previous projects utilizing the Patriot Properties AssessPro appraisal system must be submitted with the technical proposal.

### 3. PROJECT TIMETABLE

The selected Contractor, will be required to submit to the Director of Assessments, a “Project Timetable” that is satisfactory to the Director of Assessments and sufficient for the implementation of the next triennial certification. The timetable should address, at a minimum, those areas listed in the **General Requirements** listed above. The project shall be deemed completed upon review, acceptance and approval by the Arlington Board of Assessors

#### **COMPARATIVE EVALUATION CRITERIA**

A Contractor shall be deemed unacceptable if the “**Minimum Evaluation Criteria**” are not met.

The ratings of "**highly advantageous**", "**advantageous**", "**not advantageous**", and "**unacceptable**" will be used to evaluate the following features of each proposal:

1. The response from the Contractor’s clients as to performance on previous projects.
2. The professional qualifications of the individuals working on the project.
3. The bidder's directly relevant experience in other projects of similar type, size, and scope.
4. The Contractor must demonstrate experience with the in-house appraisal system currently in use in the Assessor’s Office by submitting information pertaining to other projects for which the Contractor has used the Patriot Properties’ AssessPro appraisal system.
5. The Contractor has completed a minimum of 3 revaluation or data collection projects in the past 5 years on the Patriot Properties’ AssessPro system.