

**TOWN OF ARLINGTON
MASSACHUSETTS**

REQUEST FOR PROPOSAL

The Town of Arlington is currently seeking proposals from qualified individuals and firms for a “Triennial Certification of all Real and Personal Property within the Town of Arlington”.

RFP #19-14

TRIENNIAL CERTIFICATION OF ALL REAL AND PERSONAL PROPERTY

The successful Individual/Firm must complete the work in a timely fashion in order for the Town to meet Fiscal Year 2020 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 **4:00 P.M., Thursday, May 2, 2019** 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 #19-14, Triennial Certification of all Real and Personal Property/Assessors-Technical Proposal**” and one (1) copy of price proposal shall be submitted in a sealed envelope marked “**RFP #19-14, Triennial Certification of all Real and Personal Property/Assessors-Price Proposal**” .

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, 781-316-3003.

Further information may be obtained by contacting Paul Tierney, Director of Assessing, at 781-316-3061 or by e-mail to 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 W. Chapdelaine
Town Manager

April 18, 2019

REQUEST FOR PROPOSALS
FOR A TRIENNIAL CERTIFICATION
OF ALL REAL AND PERSONAL PROPERTY

Sealed proposals from interested Contractors for the valuation update of all Real Property and Taxable Personal Property in the Town of Arlington, Massachusetts for Fiscal Year 2020 will be received and registered at the office of the Town Manager/Purchasing Dept., Town Hall, 730 Mass. Ave., Arlington, MA 02476 until **4:00 P.M., on May 2, 2019.**

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 **Technical proposals**. The **Price Proposal** must be signed, placed in an envelope, and sealed. The **Technical 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 **Technical Proposals** must be marked with the Contractor's name, date of opening, and either **“Price Proposal”** or **“Technical Proposal of Triennial Certification of all Real and Personal Property”**

A Contractor may correct, modify, or withdraw a Proposal by sealed, written notice clearly marked as a correction, modification, or withdrawal, and received in the Office of the Board of Assessors prior to the time and date set for bid opening.

In addition, each Contractor must submit the following as part of the **“Technical 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 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 Evaluation Criteria section, in order to fairly evaluate each proposal.
4. ATTACHMENT ‘A’ (Statement on Non-Collusion and Tax Attestation)
5. 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

The Arlington Board of Assessors along with authorized Town Officials will evaluate the Proposals. After taking into consideration the relative merits of each Proposal, the contract shall be awarded to the responsible and responsive Contractor that submits the most advantageous proposal to the Town of Arlington.

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, One Million Dollars (\$1,000,000) 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.

The above GENERAL CONDITIONS AND REQUIREMENTS will be part of the Agreement between the parties. If a CONTRACTOR cannot comply with the above, or any attached specifications, or meet any other minimum requirements, the CONTRACTOR'S proposal will be rejected and classified as incomplete and non-conforming.

SCOPE OF THE PROJECT

The project shall include the on-site data verification of the taxable inventory of all taxable Personal Property and the implementation of a Triennial Certification Program for all Real and Taxable Personal Property by the CONTRACTOR for the review and Triennial Certification by the Department of Revenue Administration for fiscal year 2020.

REAL PROPERTY

<u>LAND TYPE</u>	<u>PARCEL COUNT</u>
101-----	7,998
102-----	3,726
MISC. 103, 109 -----	10
104-----	2,183
105-----	185
111-125-----	162
130-32, 106-----	307
300-393-----	383
400-452-----	22
CH 61B LAND-----	4
012-043-----	75

TOTAL PARCEL COUNT: 15,055

TOTAL PERSONAL PROPERTY ACCOUNTS: 330

VALUATION

The selected Contractor shall determine the full and fair cash value of all specified property as defined in Chapter 59 of the General Laws of the Commonwealth. The date of valuation shall be January 1, 2019.

GENERAL REQUIREMENTS

Services to be provided:

- A. Analyze and evaluate the data on those improved parcels located throughout the Town that have sold in Calendar Years 2017 and 2018. The purpose of this analysis is to validate arm's-length sales and inventory status as of date of sale.
- B. Analyze all vacant land sales that occurred during calendar years 2016, 2017, and 2018.
- C. In the event that there are not enough valid land sales to help determine the value of land as of January 1, 2019, then development of land residuals to conform to any Department of Revenue requirements will be provided.
- D. Field list, price, and review all taxable Personal Property accounts effective for the fiscal year 2020 tax billing cycle.
- E. The CONTRACTOR will be responsible with all data entry associated with the Income and Expense Forms, Forms of List, and Personal Property file.
- F. Analyze all available Income and Expense Statements for the purpose of applying the income approach to the Commercial and Industrial properties. A minimum of two (2) approaches to value will be utilized on the commercial and industrial property where applicable. **(Forms to be provided by the Contractor, mailing and postage will be the responsibility of the Municipality)**
- G. The CONTRACTOR shall adjust all value tables, depreciation tables, land tables, and any other requirements of the Department of Revenue, to insure equitable assessments on all Real and Taxable Personal Property for fiscal year 2020.
- H. The CONTRACTOR shall field review for valuation consistency the improved Real Properties and adjust, where applicable, the following factors that affect property values: location, quality of construction, condition, depreciation and obvious physical changes.
- I. The CONTRACTOR shall generate, from the AssessPRO appraisal system, all required spreadsheets, reports, or other documentation necessary to have the proposed assessments certified by the Massachusetts Department of Revenue for the valuation date of January 1, 2019.
- J. Assist the Municipality with the Triennial Certification of value process.
- K. Request the Department of Revenue to begin their Certification process on or before October 1, 2019.
- L. The CONTRACTOR shall meet the following schedule in order to insure the Triennial Certification begins on October 1, 2019.

Fiscal 2020 Triennial Certification schedule

Project Commencement 04/1/19

Residential

Review and check the integrity of the data and tables	5/01/19-5/26/19
Review and verify all 2017 and 2018 sales	5/01/19-5/29/19
Sales and neighborhood analysis	5/30/19-5/11/19
Set neighborhoods and land values	5/12/19-5/27/19
Set building cost tables and depreciation schedule	5/28/19-6/07/19
Preliminary valuation	6/10/19-6/14/19
Final field review (data and value)	6/18/19-6/29/19
Data entry from field review	6/25/19-7/02/19

Commercial, Industrial and Exempts

Sales and marketing analysis	6/14/19-6/18/19
Set neighborhood and land values	6/21/19-6/25/19
Set building and depreciation tables	6/21/19-6/25/19
Income and expense analysis	5/20/19-6/14/19
Set market income, vacant, expense and cap rate	6/28/19-7/01/19
Preliminary valuation	7/04/19-7/15/19
Final field review (data and value)	7/18/19-7/29/19
Data entry from review	7/25/19-8/02/19

Personal Property

Discovery of accounts	5/01/19-6/25/19
Data entry of accounts 6/25/19	5/05/19-
Preliminary valuation	6/04/19-6/22/19
Assessors review	ONGOING-7/13/19
Preliminary Certification	WEEK OF 10/01/19

MINIMUM EVALUATION CRITERIA

1. EXPERIENCE OF CONTRACTOR

- A. As of January 1, 2019, the Contractor shall have successfully completed a minimum of five (5) revaluation projects within the Commonwealth during the prior five (5) years, each of which included the valuation of 15,000 or more Real properties and 300 Personal Property accounts.
- B. The Project Director and the back-up Project Director must have a minimum of fifteen (15) years experience in the valuation of all types of property in the Commonwealth of Massachusetts. They must provide evidence of experience and familiarity with the Patriot Properties' AssessPro Appraisal System for Real and Personal property. The name and qualifications of the Project Director and the back-up Project Director must be submitted with the proposal.
- C. The Contractor shall have a staff of at least fifteen (15) full-time equivalent non-clerical personnel dedicated to providing revaluation services.

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 as well as all required reports for the Certification of value process. The record cards and all reports generated must contain all relevant data and adjustments used in deriving value for the Fiscal Year 2020 Triennial Certification.
- B. A computerized spreadsheet of all improved commercial and industrial properties showing, at the least, Economic Rent, Vacancy and Bad Debt Percent, Operating Expenses, and Cap Rate must also be produced on the in-house appraisal system. 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 Contractor must adhere to the Timetable on Page 7 that provides for the Department of Revenue to begin their Triennial Certification process no later than October 1, 2019. The project shall be deemed completed upon notice of completion of the Triennial Certification of values by the Commissioner of Revenue and upon receipt by the Town of all required materials and documentation.

In order to fairly evaluate the above criteria and for the CONTRACTOR to be considered in the "COMPARATIVE EVALUATION CRITERIA" process, the CONTRACTOR must submit lists, dates, and descriptions of applicable projects and names of relevant contacts to substantiate any information provided in conjunction with the above requirements. A CONTRACTOR shall be deemed unacceptable and not considered in the "COMPARATIVE EVALUATION CRITERIA" process if the "MINIMUM EVALUATION CRITERIA" above are not met

COMPARATIVE EVALUATION CRITERIA

The proposals will be rated “HIGHLY ADVANTAGEOUS”, “ADVANTAGEOUS”, “NOT ADVANTAGEOUS”, or “UNACCEPTABLE” based upon the following factors:

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’s experience with the in-house appraisal system currently in use in the Assessor’s Office. Information submitted by the Contractor pertaining to other projects for which the Contractor has used the Patriot Properties’ AssessPro appraisal system will be reviewed.
5. The Contractor has completed a minimum of 3 Real and Personal property Certification projects in the past 5 years on the Patriot Properties’ AssessPro system.

ATTACHMENT 'A'

NON-COLLUSION STATEMENT:

I state that I am the _____ of _____ and that I am
Title Name of Company
authorized to make this affidavit on behalf of my firm, its owners and directors.

I state that:

- (1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor or potential Proposer.
- (2) Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the proposal opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

TAX ATTESTATION:

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A (b), I certify under the penalties of perjury that _____ to the best of my knowledge and belief, has filed all Massachusetts State Tax Returns and paid all Massachusetts State taxes as required by law.

I state that _____ understands and acknowledges that the above representations are material and important, and will be relied on by the Town of Arlington in awarding the contract for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Town of Arlington the true facts relating to the submission of this Proposal.

Signed under the pains and penalties of perjury this _____ day of _____, 2019.

Signature

By: _____
Print Name and Title

Date: _____