

--Newspaper add--



**REQUEST FOR PROPOSALS
17-14**

The Swampscott, Massachusetts Board of Assessors is undertaking a program for a **Certification** to be effective for January 1, 2017 in preparation for the Fiscal year 2018 tax billing cycle.

Sealed proposals for the assessment updates for all Real Property and Taxable Personal Property accounts will be accepted at the Assessor's Office, Town of Swampscott, and 22 Monument Ave, Swampscott, MA until **3:00 p.m. on, May 3, 2017.**

All proposals shall be submitted in a sealed envelope and plainly marked, "**Fiscal Year 2018 Certification of Real and Personal Property**"

Specifications regarding the proposal may be obtained at the Swampscott Assessor's Office.

Any questions regarding this request for proposal should be addressed to the Board of Assessors.

Board of Assessors,
Town of Swampscott, MA

REQUEST FOR PROPOSALS

FISCAL YEAR 2018 CERTIFICATION OF ALL REAL AND PERSONAL PROPERTY

Sealed proposals from interested CONTRACTORS for the **Fiscal Year 2018 Certification of all Real Property and Taxable Personal Property** in the Town of Swampscott, Massachusetts will be received and registered at the office of the Board of Assessors, 22 Monument Ave., Swampscott, MA 01907 until **3:00 p.m., on, 5/3/2017**

The Board of Assessors will make the awarding of the contract in conjunction with authorized officials of the Town. The Town of Swampscott 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.

The terms, conditions, and scope of work contained in this Request for Proposals, shall be incorporated by reference into any contract that results.

CONTRACTORS shall submit separate **Price** and **Non-Price** proposal. 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 CONTRACTORS name, date of opening, and either "**Price Proposal**" or "**Non-Price Proposal** for the **Fiscal Year 2018 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 "**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 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, Corporate Authority)

5. The Town of Swampscott 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.

COVER SHEET

Proposer: _____

Street Address: _____
(Number and Street) (State) (Zip Code)

Taxpayer Identification No: _____
(Social Security Number) (Federal Identification Number)

Contact Name: _____

Telephone: _____

Email Address: _____

Fax: _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

**FISCAL YEAR 2018 CERTIFICATION OF ALL REAL AND PERSONAL PROPERTY
17-14
PROPOSER'S CHECKLIST**

Submissions:

| | Yes | No |
|---|-----|----|
| 1. Cover Sheet | | |
| 2. Proposer's Checklist (this sheet) | | |
| 3. Price Proposal | | |
| • Price Proposal Form | | |
| 4. Non-Price/Technical Proposal | | |
| • Letter of Transmittal | | |
| • List of Revaluation Contracts | | |
| • Responses to Minimum Evaluation Criteria | | |
| • Attachment A-Required Certifications | | |
| • List of Patriot Properties' AssessPro System Projects | | |
| 5. Acknowledgement of Addenda: _____ (if applicable) | | |
| #’s | | |

**FISCAL YEAR 2018 CERTIFICATION OF ALL REAL AND PERSONAL PROPERTY
17-14
PRICE PROPOSAL FORM**

Proposer agrees to perform the scope of services described herein for the following price.

\$ _____
(figures)

_____ DOLLARS AND

_____ CENTS.
(written)

Proposer may attach additional documentation providing a breakdown of, or further explanation of the costs.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PRINTED)

DATE

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 Swampscott 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 CONTRACTOR'S 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 Offeror submitting the most advantageous proposal, taking into consideration the proposal's relative merits.
- B. The Swampscott 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. APPROPRIATE FUNDS

In the event that the MUNICIPALITY does not appropriate the full amount of the proposed contract, then the COMPANY'S responsibilities for completion of the Agreement will end and The COMPANY shall be paid up to the total amount appropriated for this Agreement after presenting documented progress reports that are approved by the MUNICIPALITY for payment.

8. LIQUIDATED DAMAGES

- A. In the event the COMPANY does not complete all of the work associated with the preparation for the "Triennial Certification" of values by the Department of Revenue of the Residential, Commercial, Industrial and Personal Property for Fiscal Year 2018 by October 15, 2017 then the MUNICIPALITY may impose a penalty on the COMPANY for late delivery of services in accordance with this Agreement. The penalty to the COMPANY shall be in the amount of \$200.00 per workday and remain in effect until the COMPANY meets the preparation requirements for the "Certification of Values" by the Department of Revenue.
- B. The completion date for completing the analysis and the LA 15 report for each of the Fiscal Years 2019 and 2020 "Interim Year" valuation adjustments is October 15. In the event the COMPANY does not complete all of the work associated with the finalization of the LA-15 report on or before October 15, then the MUNICIPALITY may impose a penalty on the COMPANY for late delivery of services in accordance with this Agreement. The penalty to the COMPANY shall be in the amount of \$200.00 per workday and remain in effect until the COMPANY completes the LA 15 report for the Department of Revenue.

9. 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.

10. 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.

11. 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 comprehensive general liability insurance policy with the following limits of coverage: Combined Bodily Injury/Property damage limits of (\$2,000,000) each occurrence. Four Million Dollars (\$4,000,000) 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)
- 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 OR ANY ATTACHED SPECIFICATIONS OR ANY OTHER MINIMUM QUALIFICATIONS WILL BE JUSTIFICATION TO REJECT ANY PROPOSAL AS INCOMPLETE.

SCOPE OF THE PROJECT

The project shall include consulting Services for Fiscal Years 2018, 2019 and 2020. The town of Swampscott has been mandated by the Department of revenue to have a “Data Verification” program completed by Fiscal Year 2024. All real property shall be field checked for accuracy over the next (7) years starting in Fiscal Year 2018.

The CONTRACTOR shall present a plan that will evenly fund the first (3) years of the Data Verification (Approximately 14%-15% each year), a Certification Program for all Real and Taxable Personal Property by the CONTRACTOR for the review and Certification by the Department of Revenue Administration and two (2) Interim Year valuations over a (3) Fiscal Year period, 2018, 2019 and 2020.

TAXABLE - REAL PROPERTY

| LAND TYPE | PARCEL COUNT |
|--------------------------------------|--------------|
| 101 | 3448 |
| 102 | 1051 |
| MISC. | 13 |
| 104 | 434 |
| 105 | 55 |
| 111-125 | 18 |
| 130-132, 106 | 223 |
| 300-399 | 89 |
| 400-499 | 26 |
| 012-043 | 38 |
| TOTAL REAL PROP. PARCEL COUNT | 5395 |
| TOTAL PERSONAL PROP. ACCOUNTS | 306 |

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 in compliance with the Department of Revenue requirements for the Fiscal Year 2018 Certification. The date of valuation shall be January 1, 2017.

GENERAL REQUIREMENTS

Cyclical Data Verification Program Fiscal Years 2018, 2019, and 2020

- A. The exterior measurements of each building and appurtenant structures shall be carefully checked and an attempt shall be made to inspect the interior of all structures.
- B. The interior sub-area detail of all Commercial and Industrial buildings shall be updated and corrected. The information shall be used in applying the income approach to all applicable properties.

- C. 42% - 45% of the entire improved real property database shall be verified.

Fiscal Year 2018 Certification:

- A. The CONTRACTOR shall Analyze and evaluate the data on those improved parcels located throughout the Town that have sold in Calendar Years 2015 and 2016. The purpose of this analysis is to validate arm's-length sales and inventory status as of date of sale.
- B. The CONTRACTOR shall analyze all vacant land sales that occurred during calendar years 2014, 2015, and 2016.
- C. In the event that there are not enough valid land sales to help determine the value of land as of January 1, 2017, then development of land residuals to conform to any Department of Revenue requirements will be provided.
- D. The CONTRACTOR shall 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)**
- E. The CONTRACTOR shall Field list, price, and review all of the existing Taxable Personal Property accounts effective for the fiscal year 2018 tax billing cycle.
- F. The CONTRACTOR shall adjust all value tables, depreciation tables, land tables, and any other requirements of the system, to insure equitable assessments on all Real and Taxable Personal Property for fiscal year 2018.
- G. The CONTRACTOR shall review all values of the Residential, Commercial and Industrial properties for valuation consistency based upon DOR requirements and adjust, where applicable.
- H. All data entry necessary to complete this project (with the exception of the building permits) is the responsibility of the CONTRACTOR.
- I. The CONTRACTOR shall generate 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, 2017.
- J. The CONTRACTOR shall assist the MUNICIPALITY with the Certification of value process.
- K. The CONTRACTOR shall request the Department of Revenue to begin their Certification process on or before October 15, 2017.

Fiscal Year 2019 & 2020 Interim Year Valuation Adjustments:

- A. The CONTRACTOR shall analyze the Forms of List returned by the owners of the existing Taxable Personal Property and validate the information by reviewing the data in the Personal Property system and making the necessary changes to the tax base.
- B. All potentially new Taxable Personal Property accounts shall be visited for determination of taxability status each year.
- C. All new Taxable Personal Property accounts discovered shall be listed, priced and added to the tax base each year
- D. All businesses determined to be exempt from taxation during the discovery program shall be entered into the Personal Property system for future reference.
- E. The CONTRACTOR shall analyze and evaluate the data on those parcels located throughout the MUNICIPALITY that have sold in the previous year and will be used to justify any necessary adjustments to the calculation tables.
- F. The CONTRACTOR shall analyze all available income and expense statements for the purpose of adjusting if necessary the income approach on all Commercial and Industrial Properties where applicable.
- G. The CONTRACTOR shall adjust all value tables, depreciation tables, land tables, and any other requirements of the system necessary to complete the LA-15 report and the supporting documentation in compliance with the Massachusetts Department of Revenue regulations for an “Interim Year” valuation adjustment on all Real and Personal Property for fiscal year 2019 & 2020
- H. The CONTRACTOR shall assist the Assessor’s office with the LA-4 and LA-13 reports to be submitted to the Department of Revenue (DOR)
- I. The CONTRACTOR shall complete all of the above on or before October 15, 2018 & 2019

GENERAL CONDITIONS

- A. The MUNICIPALITY shall be responsible for all building permits
- B. The CONTRACTOR shall be responsible for the data entry of the changes to the property record cards

MINIMUM EVALUATION CRITERIA

1. Experience of CONTRACTOR:

- A. As of January 1, 2017, the CONTRACTOR shall have successfully completed a minimum of five (5) Certification projects within the Commonwealth during the prior three (3) years, each of which included the valuation of 10,000 or more real properties.
- 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 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.
- C. The CONTRACTOR shall have a staff of at least fifteen (15) full-time equivalent non-clerical personnel dedicated to providing revaluation services.

In order to fairly evaluate the above criteria, 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.

2. Data Format:

- A. The CONTRACTOR shall produce a property record card on the AssessPRO 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 2018 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 AssessPRO appraisal system. Samples of spreadsheets used for previous projects utilizing the AssessPro appraisal system must be submitted with the technical proposal.

3. Project Timetable:

The CONTRACTOR must provide a timetable that provides for a final certification date of no later than September 15, 2017. The timetable should address, at a minimum, those areas listed in the General Requirements listed above. The project shall be deemed completed upon notice of certification of values by the Commissioner of Revenue and upon receipt by the MUNICIPALITY of all required materials and documentation.

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 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 CONTRACTOR'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 AssessPro appraisal system.
5. The CONTRACTOR has completed a minimum of ten (10) Certification projects in the past five (5) years on the AssessPro system.

ATTACHMENT 'A'

NON-COLLUSION STATEMENT:

I state that I am the _____ of _____ and that I am authorized
Title Name of Company
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 City/Town of _____ 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 City/Town of _____ the true facts relating to the submission of this Proposal.

Signed under the pains and penalties of perjury this ____ day of _____, 2017

CORPORATE AUTHORITY:

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

Signature

By: _____
Print Name and Title

Date: _____