

REQUEST FOR PROPOSALS
FOR REVALUATION SERVICES

The Town of Montague, Massachusetts acting through its Board of Assessors is seeking sealed proposals from interested contractors for the valuation update of commercial and industrial real property as well as personal property values in town for implementation in Fiscal 2017.

Sealed proposals will be accepted during normal business hours, Monday through Thursday 9:00 a.m. to 5:00 p.m., until **3:30 p.m. on Monday, February 8, 2016** at the office of the Board of Assessors, 1 Avenue A, Turners Falls, MA 01376.

Specifications are available on the town website procedure page: http://www.montague-ma.gov/Pages/MontagueMA_Procurement/rfp. They may also be obtained by calling the Montague Assessors Office at (413) 863-3200 ext. 118 or by sending an email request to: KarenT@montague-ma.gov. All proposals must be placed in a sealed envelope and clearly marked "FY2017 Revaluation Services" and mailed or delivered to the Montague Board of Assessors, 1 Avenue A, Turners Falls, MA 01376. One original and two copies of each bid should be provided. Facsimile submissions are not acceptable.

All information pertaining to the contractors 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 minimum, each of the issues set forth in the Request for Proposals in order to be considered responsive. Any proposal which does not respond to each issue in the Request for Proposals shall be rejected by the Assessors as non-responsive. The Town reserves the right to reject any and all bids, or waive any irregularities or minor omissions deemed not in the best interest of the Town of Montague.

Karen M. Tonelli, M.A.A.
Director of Assessing

The Town of Montague is an equal opportunity provider and employer.

REQUEST FOR PROPOSAL

The Board of Assessors of the Town of Montague, Massachusetts is seeking proposals for professional appraisal services to conduct an update of commercial, industrial, mixed-use, land and business personal property values in Montague for fiscal year 2017 pursuant to the General Laws of the Commonwealth of Massachusetts, and the rules and regulations of the Commissioner of Revenue.

Contractors desiring to provide services, according to the Request for Proposal specifications, must forward a sealed proposal to the Board of Assessors, ***no later than 3:30 p.m., Monday, February 8, 2016*** at which time they will be publicly opened. A contract will be awarded within thirty (30) days, with contract execution within thirty (30) days of vendor selection.

Proposals must be submitted as follows:

1. The proposal shall be delivered in a sealed envelope clearly marked “FY2017 Revaluation Services Non-Price Proposal”.
2. A second sealed envelope marked “FY 2017 Revaluation Services” with the project cost included therein.

The proposal must address each of the technical and management issues set forth in the Request for Proposal in order to be considered responsive.

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

1. A letter of transmittal signed by the individual authorized to contractually bind the contractor stating that the offer is effective for at least sixty (60) days from the deadline for the submission of proposals. This letter shall include name, address and telephone number of the individual who should be contacted for the purpose of submitting additional information.
2. Written assurances that the contractor has complete knowledge and understanding of the Department of Revenue certification requirements and that the valuation update shall meet all the certification requirements for fiscal 2017.
3. A list of Massachusetts municipalities for which the contractor has completed valuation projects with the names and telephone numbers of contact persons within those communities.
4. A completed and signed certificate of non-collusion.

The criteria upon which proposals will be evaluated include, but are not limited to the following:

1. Directness of response to the specifications.
2. Contractors must demonstrate technical capabilities and capacity to handle the project. Specified evidence of previous accomplishments in related projects will be weighted heavily.
3. Considerable weight will be assigned to the proposed staffing plan. Actual experience in similar projects with demonstrated success by the individual's proposed and each individual's time involvement with this project is highly desirable.
4. Willingness to assist the Assessor's office in understanding the project as it progresses. Any plans that utilize municipal employees in the contractor's plan of services must be specified in the proposal.
5. Contractor shall indicate the date of delivery and/or completion. Date(s) have a significant effect on which firm is awarded the contract.
6. Cost will be considered in the evaluation of the proposal but will not be the sole basis of determination. Contractors must demonstrate that they are qualified, reproachable and knowledgeable.

MINIMUM EVALUATION CRITERIA

The minimum qualifications for participating contractors are as follows:

1. As of January 1, 2016, the contractor shall have successfully completed a minimum of five revaluation or update projects within Massachusetts during the prior three years.
2. The contractor shall propose a timetable which provides for a final certification date of no later than October 1, 2016, unless mutually changed by agreement of both parties.
3. The contractor shall have complete knowledge of Massachusetts rules and regulations and General Laws pertaining to assessment administration and taxation.
4. The person or persons responsible for the residential, commercial and industrial valuation processes shall have a minimum of ten (10) years experience developing valuation of these types of properties.

5. The contractor must have knowledge of the AssessPro mass appraisal system.

COMPARATIVE EVALUATION CRITERIA

1. The contractor shall have a strong record in completing past contracts on schedule.
2. The contractor shall have and maintain a regional office in western Massachusetts with staff available for post project assistance.
3. The contractor shall have demonstrated ability to work cooperatively with the Montague Assessor’s office and to maintain positive community relations by evidence of such performance in other communities.

The ratings of “highly advantageous”, “advantageous”, “not advantageous” and “unacceptable” will be used to evaluate the above features of each proposal.

In order to evaluate this criteria, the proposers’ must submit names, lists and dates of applicable projects with names and telephone numbers of contact persons, to substantiate information provided in conjunction with these requirements.

SCOPE OF SERVICES

The Town of Montague is required to complete a valuation update for Fiscal Year 2017. The contractor shall perform such professional services as will enable the Board of Assessors to establish the full and fair cash value of all commercial, industrial, missed use, land and business personal property accounts listed below as of January 1, 2016, in accordance with Chapter 59 of the General Laws of the Commonwealth of Massachusetts.

<u>Property Type</u>	<u>Parcel Count</u>
Commercial 111-125	78
Commercial 300-393	154
Mixed Use Commercial 031	37
Industrial 400-442	180
Personal Property 501-508	191

The contractor will also perform such services as are needed to establish land values and to develop a land schedule in accordance with guidelines set forth by the Department of Revenue Commonwealth of Massachusetts.

The entire project will be completed using the AssessPro mass appraisal software. The contractor will be responsible to input appropriate information to generate Fiscal Year 2017 property values utilizing the present computer system.

TIMETABLE

All services requested under this proposal shall be completed by **October 1, 2016** unless changed by mutual agreement between parties.

RESPONSIBILITIES OF THE CONTRACTOR

The contractor shall be required to perform the services described herein, and summarized as follows:

Data Collection

The contractor will be responsible for organizing files and gathering necessary information for later project phases. The contractor shall utilize the most recent parcel record information that the Assessor's office possesses. The contractor will be responsible for building permit data collection as well.

Data Entry

The contractor shall be responsible for the data entry of all information into the Town's mass appraisal software.

Valuation

The Contractor will physically inspect and analyze all relevant valid sales for properties that have sold during calendar years 2014 and 2015. The contractor shall evaluate all factors affecting the market values of lots and parcels including the quality of neighborhoods, zoning restrictions, size, frontage, depth, shape, topography and all other relevant land factors. The contractor will present all information including land residuals in an approved spreadsheet format for the Assessor's review. Based on this analysis, the contractor shall establish the land base schedule and implement this schedule into the mass appraisal software.

The contractor shall determine Replacement cost tables, and Physical, Functional and Economic depreciation schedules for all commercial, industrial, mixed use and business

personal property parcels in Montague. The contractor will present all information for Assessor's review in an approved format. The contractor shall implement these table and schedules into the mass appraisal software.

A minimum of two approaches to value of commercial, industrial and mixed use property class type must be employed for all income producing properties. The contractor will be responsible for the collection of Income and Expense information, and the creation of Gross Rent, Debt/Vacancy and Expense schedules for valuation via an Income Approach. All raw data and conclusions shall be presented for Assessor's review in approved spreadsheet format.

INFORMAL HEARINGS

The contractor will aid in the preparation of valuation books and be available for general taxpayer questions at times mutually convenient during the new value public notification period.

DEFENSE OF VALUE

The Contractor will evaluate abatement requests for the fiscal year as deemed necessary by the Board of Assessors.

The contractor shall provide expert witness testimony to represent the Town at all appeals to any Court, Appellate Tax Board, or otherwise, of all valuation and/or classifications resulting from this project.

PERSONAL PROPERTY

The contractor shall take such measures to ensure certification of personal property values in Montague. At a minimum the contractor shall take steps necessary to verify the accuracy of business personal property including but not limited to Form-of-List verification and valuation of existing account items and update the cost tables.

DELIVERABLE PRODUCTS

1. A final property record card for each parcel.
2. All material and documentation used in the valuation process in spreadsheet format.
3. Any sales ratio studies developed during the project.
4. The depreciation schedules and sources.

5. All reports which support values and valuation formulas.
6. Income and Expense statements for properties using an income approach to valuation.
7. Documentation of all procedures used throughout the project.

DOR CERTIFICATION LIAISON

The contractor shall be available throughout the certification process, prepare all necessary certification documentation and meet regularly with Massachusetts Department of Revenue personnel to respond to or explain any aspect of the work prepared by the contractor.

PAYMENT SCHEDULE

The contractor shall present the Board with a written invoice of payment due on a monthly basis. Payment is due within thirty (30) days after the date of each bill.

Five percent (5%) of the total contract amount shall be withheld until such time as the Department of Revenue issues preliminary certification.

Five percent (5%) of the total contract amount shall be withheld until all informal hearings and related work have been completed.

INDEMNIFICATION

The contractor shall defend, indemnify, and hold harmless the Town of Montague and the Board of Assessors against, any and all liability, loss, damages, or expenses relating to personal injury of property damages which the Town may sustain, occur, or be required to pay, arising out of, or in connection with services performed under any agreement, by reason of any negligent action or inaction or willful misconduct of the contractor or any of its sub-contractors.

GENERAL LEGAL COMPLIANCE

The contractor must comply with all Federal, State, and Local Laws, ordinances, rules or regulations, including labor laws, and those against discrimination, existing or adopted in the future which are applicable to the contractor pursuant to its obligations during this project.

ASSIGNMENT OF CONTRACT

The contractor shall not assign or in any way transfer any interest in any agreement without the prior written consent of the Board of Assessors.

COMPLIANCE OF AGREEMENT

The Board shall have the right to enter into and inspect the contractor's premises during normal working hours to inspect, monitor, or otherwise evaluate the project work performed, or being performed therein.

OWNERSHIP OF INFORMATION

Any information acquired by the contractor from the Town or from others at the expense of the Town in the performance of any agreement, shall be and remain the property of the Town. The contractor will agree to take reasonable steps to ensure the security of this information.

INSURANCE

The contractor shall maintain all insurance required by law for its employees, including disability, workmen's compensation and unemployment, and public liability insurance to protect it and the Municipality from any and all claims for personal injury and property damage for the entire pendency of the project.

TERMINATION OF CONTRACT

Subject to the provisions of the section titled "Force Majeure", if the contractor shall fail to fulfill in timely and satisfactory manner its obligations under any agreement, or if the contractor shall violate any of the covenants, conditions or stipulations of any agreement, which failure or violation shall continue for twenty one (21) days after written notice of said failure or violation is received by the contractor, then the Town shall thereupon have the right of termination of any agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days prior to the effective date of such termination. In the event of termination all work and all documentation complete and incomplete, shall, at the option of the Town be delivered to it. The contractor shall be entitled to receive just compensation for any work performed under any agreement completed prior to the date of termination which is determined by the Town to be satisfactory.

Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of any agreement.

FORCE MAJEURE

Neither party will be liable to the other, or deemed to be in breach under this 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, civil disobedience, extraordinary weather conditions, or labor disputes. Dates or time of performance will be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

CONFLICT OF INTEREST

The contractor agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it shall comply with the provisions of Chapter 268A of the general laws concerning conflict of interest.

1. The contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required under any agreement.
2. No employee of this Municipality and no public official who exercises any function or responsibilities in the review or approval of the undertaking of any agreement shall:
 - A. Participate in any decisions relating to any agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested, except to the extent that the Board of Assessors must determine assessed values and perform functions related to such.
 - B. Have any financial interest, direct or indirect, in any agreement or proceeds thereof.
3. The contractor shall not contract with or employ an Assessor or other municipal employee of the Town in connection with this project.

PERSONNEL

The contractor shall provide experienced and qualified personnel. All personnel shall be subject to the approval of the Assessors.

1. Identification. All field personnel shall carry suitable I.D. cards which shall include a photograph. All automobiles used by field personnel shall be registered with the South Hadley Police Department.
2. Conduct of Contractors Employees. The contractor's employees shall at all times treat the residents, employees, and taxpayers of the Town with courtesy and respect.

ITEMS FURNISHED BY THE TOWN

The Town shall furnish the following:

1. Maps
One set of existing Town tax maps.
2. Property Record Cards
Copy of each property record card.
3. Office Space
The Town shall furnish to the contractor sufficient office space. All equipment to be furnished by the contractor.
4. Computer Services
The Town shall provide access to the Town's computer system and other such information from this system as necessary to complete this program. Computer access times to be mutually agreed upon by the contractor and the Town.

INTEGRATION

All attachments referred to in any agreement are deemed to be part of any agreement.

GOVERNING LAW

Any agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

WAIVERS

No covenant, condition, duty, obligation, or undertaking contained in or made part of any agreement shall be waived except by the written agreement of both parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and notwithstanding any such forbearance or indulgence, the other party shall have the right to invoke any remedy available under any agreement or under law or equity.

SEVERABILITY

If any provision of any agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. The remainder of the agreement shall be enforced to the fullest extent permitted by law.

EFFECTIVE DATE

Any agreement shall be effective upon its execution by the contractor and the Board of Assessors and where applicable by review of the Commissioner of Revenue, to form and content, in accordance with Mass. General Laws Chapter 58, Section 1A and 830 code of Massachusetts Regulations 58.04.