

TOWN OF ASHBURNHAM, MA
Request for Proposals
For Property Tax Assessment Services

The Town of Ashburnham is seeking resumes, sample contracts and price proposals from qualified firms to provide the Town with property tax assessment services. Due to the technical nature of the services required under the proposed contract, the Town has determined that this procurement is best served by using the RFP process under Massachusetts General Laws, Chapter 30B, Section 6. Such a process will enable the Town to evaluate the experience of the contractor and his or her ability to carry out the Town's mandate of fair and equitable taxation. Because property tax assessment is an important component of the Town's overall financial health, it is important that the Town have the ability to select the most advantageous proposal on the basis of both technical expertise and cost.

Proposals are due by 10:00 a.m. on January 23, 2013 per submittal requirements to: Sylvia Turcotte, Assistant to the Town Administrator, Town Hall, 32 Main Street Ashburnham MA 01430. Late proposals will not be accepted. Emailed or faxed proposals will not be accepted. The Town of Ashburnham is an Equal Opportunity/Affirmative Action Employer and encourages MBE/WBE firms to submit proposals. The Town reserves the right to reject any or all proposals if deemed in the Town's best interest to do so.

Request for proposal packages are available between 8:30 am and 4:00 pm, Mon – Thurs from:

Town Administrator's Office
Town Hall
32 Main Street
Ashburnham, MA 01430
978-827-4100 x109 phone
978-827-4105 FAX

For further information, contact:
Sylvia Turcotte, Assistant to the Town Administrator
978-827-4100 x 109 phone
sturcotte@ashburnham-ma.gov

Assessment Services

Request for Proposals

The Town of Ashburnham is requesting proposals from qualified consultants to provide the Town with property tax assessment services for a three and a half year period. The Request for Proposal (RFP) process will enable the Town of Ashburnham to assign higher ratings to consultants who can demonstrate prior experience in providing similar services to other towns in the Commonwealth. Following receipt and review of the submitted proposals, interviews may be conducted prior to making the final selection.

All proposals shall at a minimum address the requirements which follow:

SCOPE OF SERVICES

Reporting to the Board of Assessors (the Board), the selected firm will provide the following contractual services to the Town:

- a) assist the Town by helping compile the annual tax recap, providing assessment information required to help establish the fiscal year tax rate;
- b) prepare new growth revenue reports and obtain Department of Revenue certification of same;
- c) prepare for and may need to appear at the annual tax classification hearing;
- d) interface with the Massachusetts Department of Revenue/Bureau of Accounts in securing the fiscal year tax rate;
- e) prepare the fiscal year real estate and personal property billing file for the VADAR system, working with VADAR to insure the successful upload to the tax collection module;
- f) beginning approximately July 1, 2013 through June 30, 2016 make available to the Town a qualified associate assessor to staff the office on an average of 2 days per week to conduct those tasks normally carried out by a Principal Assessor. Responsibilities include interacting with taxpayers, the Board of Assessors, Finance Director, Town Administrator, and various Town boards by providing assistance on matters of property valuation and taxation; inspect, review, and formulate recommendations on properties under abatement appeal; prepare DOR reports as needed; conduct sales verifications and inspections; assist office with budget and Town meeting related tasks; lay the ground work for the tri-annual recertification; calculate chapter rollbacks; set-up new tax accounts based on approved land divisions; conduct a comprehensive assessment-to-sale ratio study;
- g) provide 130 hours per year of staff support, training and supervision, as well as “higher order” technical assistance to the associate assessor, the administrative assessor and other town hall staff;

- h) conduct inspections of all properties for which the Town's building department has issued building permits and ongoing tax property inspections;
- i) conduct 400 periodic inspections per year;
- j) ensure that the records of the office, including maps and system records are maintained and current;
- k) prepare for and represent the Board of Assessors at all Appellate Tax Board hearings, serving as the Town's expert on property tax valuation matters;
- l) meet with the Board of Assessors twice per month, or additionally at their request;
- m) meet with other financial officers of the Town in order to effectively coordinate and facilitate the Town's financial affairs;
- n) assist the Town in such other capacities as the Board of Assessors may approve.

The contracting firm will be responsible for all costs of employment including FICA, unemployment taxes, health insurance, property/casualty and liability insurance, workers compensation, retirement, training, and mileage.

MINIMUM QUALIFICATIONS

Proposers must be able to meet a set of minimum requirements in order to be considered "responsive" to the RFP, and therefore eligible for further rating based on the comparative evaluation criteria. If the proposer does not meet the minimum criteria, their proposal will be rejected without further review. The Town of Ashburnham reserves the right to reject any and all proposals if deemed in the best interest of the town. The Town's evaluators must answer YES or NO to each question below. The consensus evaluation for each question must be YES for the consultant to move to the next evaluation round.

Ashburnham seeks a firm with considerable tax assessment and administration experience to oversee the operations of the Assessors' Office. All staff provided by the proposer must possess these minimum qualifications:

- a) have successfully completed the Massachusetts Department of Revenue Course 101 on property tax administration;
- b) supervising assessor will have at least ten years experience as a principal assessor or equivalent within the Commonwealth of Massachusetts, and have worked simultaneously in two or more communities and demonstrated success in managing the affairs of multiple offices, hold a bachelor's degree in business administration, real estate, economics or similar field of study, have successfully completed no less than 300 hours of specialized valuation and tax administration coursework through either the International Association of Assessing Officers (IAAO) or the Massachusetts Association of Assessing Officers (MAAO);
- c) associate assessor will have at least two years experience as a mass appraiser, hold a real estate appraisal license or certification, hold a bachelor's degree, and have successfully completed no

less than 80 hours of specialized valuation and tax administration coursework through either the International Association of Assessing Officers (IAAO), or the Massachusetts Association of Assessing Officers (MAAO);

- d) demonstrate at minimum two years experience plus two years town revaluations with the Patriot Properties CAMA system.

EVALUATION CRITERIA

In accordance with MGL Chapter 30B, an evaluation rating system will be applied to each of the criteria listed below for comparative evaluation of those proposals deemed to meet the minimum qualifications above. In keeping with the state's standardized procurement process, each of the following criteria will be ranked by reviewers using one of these three standards: non-advantageous, advantageous and most advantageous. Any proposal that receives a non-advantageous rating in any of the following criteria will not be considered for further review by the Town. Proposers will then be ranked by adding the consensus rankings for all the criteria and the committee will decide which proposers it will interview. The following criteria will be used by the Town's Proposal Evaluator Committee (the Board of Assessors) in evaluating the proposals:

1. Massachusetts business/resident:
 - Non advantageous – Lives or business office outside of Massachusetts
 - Advantageous – Lives or business office within 50 miles from Lincoln
 - Most advantageous – Lives or business office within 25 miles from Lincoln
2. Experience in Massachusetts providing contract assessment services:
 - Non advantageous – Less and equal to five years.
 - Advantageous – More than five and less than ten years.
 - Most advantageous – Ten or more years
3. Experience working with multiple communities:
 - Non advantageous – No experience working with multiple communities.
 - Advantageous – Experience working with two to three communities at one time.
 - Most advantageous – Experience working with more than three communities at one time
4. Computer Assisted Mass Appraisal Systems knowledge and experience:
 - Non advantageous – No experience with the Patriot Properties-CAMA system
 - Advantageous – At least 5 years working with the Patriot Properties-CAMA systems
 - Most advantageous – At least 10 years working with the Patriot Properties - CAMA system
5. Geographic Information System experience and knowledge:
 - Non advantageous – One to three years experience
 - Advantageous – Four to seven years experience
 - Most advantageous – Over seven years experience
6. Conducted Residential and Commercial/Industrial Revaluations:
 - Non advantageous – Conducted one or fewer revaluations of residential properties and not commercial/industrial revaluations.

- Advantageous – Conducted two to three residential revaluations and at least one complete commercial/industrial revaluation.
 - Most advantageous – Conducted four or more residential revaluations and two or more commercial/industrial revaluations.
7. Prepared cases for and represented a municipality before the Appellate Tax Board:
- Non advantageous – Prepared for and represented municipalities in three or less Appellate Tax Board hearings.
 - Advantageous – Prepared for and represented municipalities in four to ten Appellate Tax Board hearings with at least three cases being commercial or industrial properties.
 - Most advantageous – Prepared for and represented municipalities in ten or more Appellate Tax Board hearings with at least five cases being commercial or industrial properties.
8. Familiarity with Town of Ashburnham tri-annual recertification process.
- Non advantageous – Ability to continue revaluation process with four week delay.
 - Advantageous – Ability to continue revaluation process with two week delay.
 - Most advantageous – Ability to continue revaluation process without any time schedule delays.

COST EVALUATION

The price proposal is not to be included in the technical proposal, but shall be submitted in a separate sealed envelope. For those responsive proposals that remain in contention after the technical evaluation, cost will be evaluated for the competitiveness of the cost proposal, and appropriateness of proposed cost to the proposed level of effort. The Town will not necessarily award the contract to the lowest qualified bidder, and with appropriate justification and rationale may select a proposal with a higher cost. Between or among proposals rated technically equal, the Town would select the lowest cost equally rated proposal.

PROPOSED CONTRACT

A sample contract is provided within this RFP packet to indicate the terms and conditions expected by the Town. The successful bidder's technical and price proposals will become an addendum to the final contract form.

The Town reserves the right to incorporate additional attachments before final signing. The contract is for a three year period, with a two year extension at the discretion of the Town starting July 1, 2013, and is subject to appropriation from the Town.

CONTENTS OF PROPOSALS

The proposer must include four originals of the following:

- A cover letter, signed by an individual authorized to bind the firm, partnership, joint venture, etc.
- A commitment of staff to perform on the project as described in the proposal

- Signed certifications regarding tax payments, non-collusion and an additional statement that no conflict of interest exists
- Statement of company insurances coverage including property and casualty, liability, and workers compensation insurance. (Note: Prior to beginning work, the contractor must supply the Town with insurance certificates naming the Town of Ashburnham as a co-insured for all insurance except Workers Compensation.)
- The proposer shall provide resumes for the proposed supervising assessor and associate assessors(s).
- The proposer should provide as a part of his or her technical proposal three (3) references from communities for which he/she currently serves as an assessor.
- In a separately sealed envelope, the cost proposal should include the total dollar amount to perform this work with costs broken down by major task or activity using the Scope of Services section of this RFP. Amount must also be stated as an annual fiscal year cost and total contract cost using the price proposal sheet attached.

SUBMISSION/PROPOSAL DUE DATE

Proposals are due with four (4) originals to the Town no later than 10:00 a.m. on January 23, 2013 by mail or hand delivery to:

Sylvia Turcotte
 Assistant to the Town Administrator
 32 Main Street
 Ashburnham, MA 01430

Proposals must be submitted in a sealed outer envelope or box clearly marked on the outside:

“Ashburnham Property Tax Assessment Services”

Inner envelopes must be clearly marked “Non-Price Technical Proposal” and “Price Proposal”. Price proposals will be securely kept by the Assistant to the Town Administrator and not disclosed to the selection panel (Board of Assessors) until it has completed it’s evaluation of the proposed contracts.

Miscellaneous:

- **Clarification** - Questions/requests for clarification will be accepted until noon on January 9, 2013. They shall be directed to Sylvia Turcotte, Assistant to the Town Administrator, by phone at (978) 827-4100 x109, by fax at (978) 827-4105, or by email at sturcotte@ashburnham-ma.gov. Answers to all substantive questions will be put in writing and supplied to all parties who have received a copy of the RFP, either by fax, mail or email.
- **Revisions** – If the Assessors determine that it is necessary to change any part of this RFP or provide additional information or clarifications, an addendum will be issued and furnished to each prospective respondent who has received a copy of this RFP.
- **Withdrawal of Proposals** – Proposals may be withdrawn by written request up until the deadline for submission of proposals.

- **Late Proposals** – Late proposals will not be accepted.
- **Amendments to Proposals** – Proposals may be amended up until the deadline for submission of the proposals. Amendments must be submitted sealed and in writing, clearly stating the changes to the proposal.
- **Proposals are Firm Offers** - Proposals responding to this RFP are considered firm and may not be withdrawn after 10:00 a.m. on January 21, 2013. Proposed prices must be firm for 90 days from the date the proposal is due.
- **Expenses** – All expenses associated with preparing and submitting proposals, including any interviews shall be the responsibility of the proposer.
- **Laws/Regulations** - The successful proposer shall comply with all federal, state and local laws and regulations pertaining to the performance of the contract.
- **Return of Proposal Materials** – One copy of the proposal must be retained by the Town of Ashburnham, however additional copies of the proposal may be retrieved by proposers not selected for project after contract award.
- **Contract Award** – The responsive proposals will be reviewed in January, with the intent being to award the Contract in late January early February 2013 at the latest.

TOWN OF ASHBURNHAM
Assessing Services Price Proposal

THIS PROPOSAL SUBMITTED BY:

COMPANY: _____

ADDRESS: _____

CITY and STATE: _____

TELEPHONE NO.: () _____

Fiscal Year 1 (July 1 2013 through June 30, 2014): \$ _____

Fiscal Year 2 (July 1, 2014 through June 30, 2015): \$ _____

Fiscal Year 3 (July 1, 2015 through June 30, 2016): \$ _____

TOTAL CONTRACT PRICE: \$ _____

PROPOSER MUST SIGN THE FOLLOWING IN INK:

BY: _____

PLEASE PRINT NAME AND TITLE OF SIGNER BELOW:

NAME: _____

TITLE: _____

TOWN OF ASHBURNHAM

Assessment Services

NON-COLLUSION STATEMENT

The undersigned proposed has not divulged to, discussed or compared his/her proposal with other proposers and has not colluded with any other proposer or parties to the proposal whatever.

THIS PROPOSAL SUBMITTED BY:

COMPANY: _____

ADDRESS: _____

CITY and STATE: _____

TELEPHONE NO.: () _____

PROPOSER MUST SIGN THE FOLLOWING IN INK:

BY: _____

PLEASE PRINT NAME AND TITLE OF SIGNER BELOW:

NAME: _____

TITLE: _____

NAME, SIGNATURE AND COMPANY MUST BE THE SAME ON EACH OF THE FOLLOWING PAGES OF THE PROPSAL AS THEY APPEAR ABOVE.

INDICATE WHICH TYPE OF ORGANIZATION BELOW:

INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION _____ OTHER _____

TOWN OF ASHBURNHAM

Assessment Services

CERTIFICATIONS

1. **Certification of Good Faith.** Pursuant to section 10 of chapter 30B of the general laws, (and the Town's policy for all contract pursuant to MGTL c. 30.39M or c. 149.44a-H) the following certificate must be completed and attached to the bid or proposal:

The undersigned certified under the 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.

SIGNED: _____
Name of person signing bid or proposal

TYPED: _____

DATE: _____

2. **Certification that State Taxes are Filed and Paid:** Pursuant to section forty-nine A of Chapter sixty-two C of the General Laws, the following certification must be completed and attached to the bid or proposal:

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law. My social security number (voluntary) or Federal Identification number is: _____.

By: _____
Signature of Individual/Corporate Name (Mandatory)

By: _____
Corporate Officer (Mandatory, if applicable)

Date: _____

Approval of a contract or other contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filings or tax payment obligations. Providers who fail to correct non-filing or delinquency will not have a contract or other agreement issued, renewed or extended.

3. **Certificate of Non-Conflict of Interest:**

The undersigned certifies under penalties of perjury that no official or employee of the governmental body for which the attached solicitation is proposed is peculiarly interested in this proposal or bid or in the contract which it offers to execute or in expected profits to arise there from; and further that no official or employee of said governmental body will receive an commission, discount, bonus, gift, contribution, or received from or share in the profits of any person making or performing such contract. As used in this certification, the work "person: shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Signed: _____ Date: _____
Name of Person signing bid or proposal

Typed: _____
Name of Business

TOWN OF ASHBURNHAM MASSACHUSETTS

SAMPLE CONTRACT / AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN of ASHBURNHAM, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 32 Main St., Ashburnham, Massachusetts, hereinafter referred to as the "TOWN", and _____,[a _____ corporation] having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

Whereas, the TOWN invited the submission of proposals for the purchase and delivery of **Assessing Services**, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefore to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of the scope as described within the Town of Ashburnham Request for Proposals.
3. TERM OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof. Up to a two year extension will be available at the discretion of the TOWN.
4. COMPENSATION. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total contract price \$_____.
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice(s).
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
- A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN.
- B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverage shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. TERMINATION.
- A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the

CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

- B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.
12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
18. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the

matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

For the TOWN OF ASHBURNHAM, MA

By: _____
(Signature)

(Name and Title)

I certify that an appropriation is available in the amount of this Contract.

Ashburnham Town Accountant

For the CONTRACTOR:

(Signature)

(Name and Title)