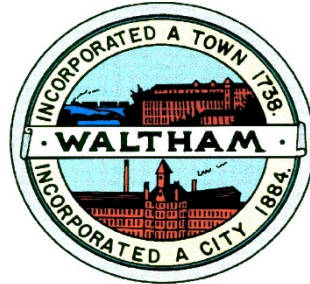


The City of Waltham



**Invites
Interested Parties
To propose the best qualifications
For the service herewith described as:**

**FY2021 Certification and
the FY2022 & FY2023 Interim Year Adjustments**

The bid opening will be held: 10.00 AM Monday April 27, 2020

Last day for written questions: 12.00 noon Monday April 20, 2020

(via email ONLY to jpedulla@city.waltham.ma.us)

CITY OF WALTHAM, MA REQUEST FOR PROPOSALS**FOR THE****FY2021 CERTIFICATION AND THE FY2022 & FY2023 INTERIM YEAR ADJUSTMENTS**

Under the rules of M.G.L. Ch. 30B the City of Waltham, MA invites sealed proposals for the “FY2021 Certification and the FY2022 & FY2023 Interim Year Adjustments” which will be accepted until **10.00 AM April 27, 2020** in the office of the Chief Procurement Officer, Purchasing Department, Waltham City Hall 610 Main Street, Waltham, MA 02454

The Board of Assessors will make its awarding recommendations of the contract to authorized officials of the City. The City of Waltham reserves the right to reject any and all proposals or to waive any informality in the proposals, if it appears in the city’s best interest.

INSTRUCTIONS TO PROPOSERS:

Contractors shall submit separate Price and Non-Price Proposals. Each of the Proposals must be signed, placed in separate envelopes, and sealed. The **Non-Price Proposal** must, at the very least, address and comply with the MINIMUM EVALUATION CRITERIA set forth in this request for proposals in order to be considered responsive.

Both of the envelopes containing the **Price** and the **Non-Price Proposal** must be marked with the Contractor's name, date of opening, and either “**Price Proposal**” or “**Non-Price Proposal** for the “**FY2021 Certification and the FY2022 & FY2023 Interim Year Adjustments**”

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 City of Waltham Purchasing Agent prior to the time and date set for Proposal opening.

In addition, each Contractor must submit the following as part of the “**Non-Price Proposal**”:

1. A letter of transmittal addressed to the Chief Procurement Officer and signed by the individual authorized to negotiate for the Contractor and a statement that the proposal will remain in effect for at least ninety (90) 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’ Compliance Documents
5. The City of Waltham utilizes the Patriot Properties’ AssessPro appraisal system in house. Therefore, each Contractor must show evidence of familiarity with the AssessPRO system by submitting a list of projects previously worked on that required the use of the Appraisal System.

GENERAL CONDITIONS AND REQUIREMENTS**1. PROPOSAL RULES**

This proposal is solicited and will be awarded pursuant to the rules set forth in MGL Chapter 30B, of the Massachusetts General Laws.

2. REVIEWING PERIOD

All proposals meeting bid requirements and conditions may be held by the City of Waltham for a period not to exceed ninety (90) days from the date of opening the proposals. The Chief Procurement Officer assisted by 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 Waltham Board of Assessors along with the Chief Procurement Officer 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 City of Waltham.

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 City of Waltham 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 City of Waltham 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 City, provided however, that claims for money due or to become due to the Contractor from the City of Waltham 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 City against the Contractor in the absence of such assignment.

7. CONTRACT DURATION.

This contract is valid for one year from the date of the Mayor's signature and renewable, at the sole discretion of the city, for two additional one-year periods.

8. EVALUATION OF WORK

To assure compliance with this agreement, the City 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.

9. OWNERSHIP OF INFORMATION

- A. All information acquired by the Contractor from the City of Waltham or from others at the expense of the City of Waltham in performance of the agreement shall be and remain the property of the City of Waltham. 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 City of Waltham shall be and remain the property of the City of Waltham.
- 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 City. The Contractor further agrees to return said information in whatever form it is maintained by the Contractor.

10. INSURANCE REQUIREMENTS

- A. The Contractor 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 City of Waltham 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) / 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.

11. ADDENDA

All questions regarding this RFP must be submitted in writing to the Chief Procurement Officer via e-mail only to jpedulla@city.waltham.ma.us. Questions will be answered in the form of an addendum and issued to all plan holders of record. Addenda will also be posted in the city web site.

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 criteria, the CONTRACTOR'S proposal will be rejected and classified as incomplete and non-conforming.

SCOPE OF THE PROJECT

The project shall provide the necessary assistance for the analysis, table adjustments, reports and documentation for the certification in Fiscal Year 2021, and the Fiscal Years 2022 and 2023 Interim year adjustments by the CONTRACTOR.

TAXABLE REAL PROPERTY

<u>LAND TYPE</u>	<u>PARCEL COUNT</u>
101	8,730
102	3,449
MISC RES	39
104	1,384
105	239
111-125	713
130-32 & 106	266
200-231	0
300-399	716
400-449	175
CH61 Land	0
CH61A Land	0
CH61B Land	0
012-043	155
EXEMPT COUNT	511
TOTAL PARCEL COUNT:	16,377

PERSONAL PROPERTY

<u>LAND TYPE</u>	<u>ACCOUNTS</u>
501	512
502	1032
503	0
504	3
550-552	0
505	11
506	1
508	4
TOTAL PERSONAL:	1,563

GENERAL REQUIREMENTS**Fiscal Year 2021 Certification of all Real and Taxable Personal Property****Residential, Commercial and Industrial Property:**

- A.** Analyze and evaluate the data on those improved parcels located throughout the MUNICIPALITY that have sold in calendar years 2018 and 2019. 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 2018 and 2019.
- C.** Analyze all available income and expense statements for the purpose of adjusting the necessary tables for the income approach on all Commercial and Industrial Properties where applicable.
- D.** Enter new income information, adjust tables, review capitalization rate, generate supporting spreadsheets and review for correlation to the market and cost data.
- E.** Adjust all improved property value tables, depreciation tables, land tables, and any other requirements of the system to insure equitable assessments on all Residential, Commercial, and Industrial property for the fiscal year 2021 Certification.
- F.** Generate all required spreadsheets, reports, or any other documentation necessary to have the preliminary certification of the proposed assessments reviewed by the Massachusetts Department of Revenue.
- G.** Prepare reports for validation and documentation of the certified property values and finalization of requirements of the Department of Revenue for the Certification for fiscal year 2021.

Taxable Personal Property:

- A. 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. Review the telecommunication and gas line companies listing submitted by the Department of Revenue and update the taxable inventory accordingly.
- C. Manually research local phone book and business listings for verification of existing and potentially new Taxable Personal Property accounts.
- D. All potentially new Taxable Personal Property accounts must be visited for determination of taxability status.
- E. All new Taxable Personal Property accounts discovered must be listed, priced and added to the tax base.
- F. All businesses determined to be exempt from taxation must be entered into the Personal Property system for future reference.
- G. Adjust all asset value tables, depreciation tables and any other requirements of the system to insure equitable assessments on all Personal property for the fiscal year 2021 Certification.
- H. 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, 2020.
- I. Prepare reports for validation and documentation of certified property values and finalization of requirements of the Department of Revenue.
- J. Provide all necessary data entry for the above.

FY2022&2023: Interim Year Valuation Adjustments for all Real and Taxable Personal Property**Residential, Commercial and Industrial Property:**

- A. Analyze and evaluate the data on those improved and vacant land parcels located throughout the City of Waltham that have sold and are effective for the valuation date of Jan 1 2021 and 2022. The purpose of this analysis is to validate arm's-length sales and inventory status as of date of sale.
- B. 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.
- C. Adjust all value tables, depreciation tables, land tables, and any other requirements of the system to insure equitable assessment adjustments on all Real Property for fiscal years 2022 & 2023.

- D. Generate and submit to the DOR all required documentation necessary to support the “Fiscal Years 2022 & 2023 Interim Year Valuation Adjustments” of the Real Property in compliance with the Massachusetts Department of Revenue regulations, as they currently exist for the valuation date of January 1, 2021 and 2022
- E. Provide all of the necessary data entry to perform the above.
- F. Complete all work on or before October 31 each year.

Taxable Personal Property:

- A. 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. Review the telecommunication and gas line companies listing submitted by the Department of Revenue and update the taxable inventory accordingly.
- C. Manually research local phone book and business listings for verification of existing and potentially new Taxable Personal Property accounts
- D. Approximately 1/5 of the existing Taxable Personal Property accounts will be visited for determination of the current taxability status.
- E. All potentially new Taxable Personal Property accounts will be visited for determination of taxability status.
- F. All new Taxable Personal Property accounts discovered will be listed, priced and added to the tax base.
- G. All businesses determined to be exempt from taxation will be entered into the Personal Property system for future reference.
- H. Adjust all value tables, depreciation tables, and any other requirements of the system to insure equitable assessment adjustments on all Taxable Personal Property for fiscal year 2022 & 2023.
- I. Generate all required documentation necessary to support the “Fiscal Years 2022&2023 Interim Year Valuation Adjustments” of the Taxable Personal Property in compliance with the Massachusetts Department of Revenue regulations, as they currently exist for the valuation date of January 1, 2021 and 2022.

General Conditions:

- J. The CONTRACTOR shall be responsible for the data entry of the changes to the property record cards and the update of the Income and Expense form data.
- K. The City of Waltham will be level funding this project over fiscal years 2021, 2022 and 2023. Any costs associated with the annual payments to the Company being evenly allocated over the length of this project must be reflected in the “Price Proposal” submitted by the CONTRACTOR.

- L.** Any property with a (504) classification code will consist of equal weighting of the reported net book cost coupled with the replacement cost new less physical depreciation. Any additional cost for appraisals must be reflected in the “Price Proposal” submitted by the CONTRACTOR.
- M.** The City of Waltham will be responsible for all mailings and postage.
- N.** Contract duration. This contract is valid for one year from the date of the Mayor’s signature and renewable, at the sole discretion of the city, for two additional one-year periods.

MINIMUM EVALUATION CRITERIA**1. EXPERIENCE OF CONTRACTOR**

- A. As of January 1, 2020, the Contractor shall have successfully completed a minimum of **ten (10) revaluation projects** during the prior five (5) years, each of which included the valuation of 15,000 or more real properties.
- B. **The Project Director and the back-up Project Director must have a minimum of Twenty-Five (25) 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 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 twenty (20) full-time equivalent staff dedicated to providing revaluation services.

2. DATA FORMAT

- A. The Contractor shall utilize the AssessPRO system to produce all required reports for the Interim Year valuation adjustments. The final AssessPRO record cards generated must contain all relevant data and adjustments used
- 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 AssessPro appraisal system must be submitted with the **Non-price Proposal**.

3. PROJECT TIMETABLE

The Contractor must complete the project no later than One hundred eighty (180) days from the Notice-to-Proceed (NTP) the project shall be deemed completed upon receipt and acceptance by the city 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:

- A. The response from the Contractor’s clients as to performance on previous projects.
MAXIMUM SCORE 30 POINTS
 - a. **HIGHLY ADVANTAGEOUS.** A company completed 15 or more evaluations within the past 5 years of similar size and scope as the Waltham valuation
 - b. **ADVANTAGEOUS.** A company completed 10 evaluations within the past 5 years of similar size and scope as the Waltham valuation
 - c. **NOT ADVANTAGEOUS,** A company completed 5 to10 evaluations within the past 5 years of similar size and scope as the Waltham valuation
 - d. **UNACCEPTABLE** A company completed less than 5 evaluations within the past 5 years of similar size and scope as the Waltham valuation

- B. The professional qualifications of the individuals working on the project. **MAXIMUM SCORE 30 POINTS**
 - a. **HIGHLY ADVANTAGEOUS.** A company will have 4 or more certified and licensed evaluators on staff who have been with the company for no less than 5 years.
 - b. **ADVANTAGEOUS** A company will have 2 to 3 certified and licensed evaluators on staff who have been with the company for no less than 5 years.
 - c. **NOT ADVANTAGEOUS,** A company will have 1 certified and licensed evaluators on staff who have been with the company for no less than 5 years.
 - d. **UNACCEPTABLE** A company will have no certified and licensed evaluators on staff who have been with the company for no less than 5 years.

- C. The bidder's directly relevant experience in other projects of similar type, size, and scope

- D. The Contractor’s previous municipal experience with the AssessPRO appraisal system currently in use in the Assessor’s Office>. **MAXIMUM SCORE 25 POINTS**
 - a. **HIGHLY ADVANTAGEOUS.** A company worked with AssessPro in no less than 7 municipalities. within the past 5 years, of similar scope as the Waltham valuation
 - b. **ADVANTAGEOUS.** A company worked with AssessPro in no less than 4 municipalities. within the past 5 years, of similar scope as the Waltham valuation
 - c.
 - d. **NOT ADVANTAGEOUS,** A company worked with AssessPro in 1 municipality, within the past 5 years, of similar scope as the Waltham valuation

 - e. **UNACCEPTABLE,** A company worked with AssessPro in 0 municipality, within the past 5 years, of similar scope as the Waltham valuation

- E. The CONTRACTOR has completed a minimum of ten (10) Revaluation / Certification projects in the past five (5) **years on the AssessPro system. MAXIMUM SCORE 15 POINTS**

- e. **HIGHLY ADVANTAGEOUS.** A company completed 15 or more evaluations within the past 5 years of similar size and scope as the Waltham valuation
- f. **ADVANTAGEOUS.** A company completed 10 evaluations within the past 5 years of similar size and scope as the Waltham valuation
- g. **NOT ADVANTAGEOUS,** A company completed 5 to10 evaluations within the past 5 years of similar size and scope as the Waltham valuation
- h. **UNACCEPTABLE** A company completed less than 5 evaluations within the past 5 years of similar size and scope as the Waltham valuation

ATTACHMENT 'A'

WET SIGNATURE

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

_____/_____
(Signature of person signing bid or proposal) Date

(Name of business)

WET SIGNATURE

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____/_____
Signature of person submitting bid or proposal Date

Name of business

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

WET SIGNATURE

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

I _____, Clerk of _____ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the ____ day of _____ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That _____ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that _____ is duly elected/appointed _____ of said corporation

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

WET SIGNATURE

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, _____

Notary Public;

My Commission expires: _____

WET SIGNATURE

CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state _____
President _____
Treasurer _____
Secretary _____
Federal ID Number _____

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes _____, No _____

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____
Residence _____
Name of partner _____
Residence _____

If an Individual:

Name _____
Residence _____

If an Individual doing business under a firm's name:

Name of Firm _____
Name of Individual _____
Business Address _____
Residence _____
Date _____
Name of Bidder _____
By _____

Signature _____

Title _____

Business Address (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City State Telephone Number Today's Date

WET SIGNATURE

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non-procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract or prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the City of Waltham, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative: _____

Print Name _____, Date _____

PRICE SHEET

PLACE THIS FORM IN A SEPARATE SEALED ENVELOPE MARKED "Price Sheet"

All Inclusive and Not-to-Exceed Bid Amount for the project specified within this document is:

\$ _____ Per year.

Your response id due to no later than

10:00 AM April 27, 2020

My company acknowledges receipt of addenda #: _____, _____, _____, _____, _____.

Company's Name: _____

Authorized Signature: _____

Print Name: _____

Date: _____