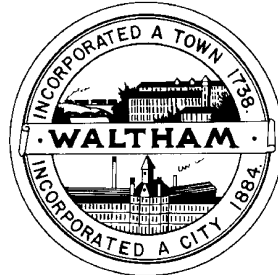


City of Waltham, MA



In compliance with the Massachusetts Department of Revenue regulations, the Waltham, Massachusetts Board of Assessors is undertaking a 3 year program for Data Verification of all Real Property.

Sealed proposals for the **Data Verification of all Real Property for Fiscal Years 2014, 2015 and 2016** will be accepted until **10:00 a.m. on Wednesday, June 26th, 2013** at:

**Joseph Pedulla
Purchasing Agent
Waltham City Hall
610 Main Street
Waltham, MA 02452**

All proposals must be submitted in a sealed envelope and plainly marked, **Data Verification of all Real Property for Fiscal Years 2014, 2015 and 2016**

Specifications regarding the proposal may be obtained at www.city.waltham.ma.us/open-bids. Any questions regarding this request for proposal should be addressed to the Purchasing Department at Jpedulla@city.waltham.ma.us

AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2012 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

_____ hereinafter called the CONTRACTOR.

ARTICLE 2. Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, the CITY OF WALTHAM for itself, and said contractor for his heirs, executors, administrators and assigns as follows:

To furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished (except as otherwise specified) and deliver in and about the project and to do and perform all work in strict conformity with the provisions of this Contract and of the Notice to Bidders, bid, Project Manual, and Drawings hereto annexed. The said Notice to Bidders, bid, Project Manual, and Drawings are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

ARTICLE 3. In consideration of the foregoing premises the CITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required by not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set forth in the accompanying bid.

This Agreement entered into as of the day and year first written above.

CITY OF WALTHAM, MASSACHUSETTS

FOR THE CITY

Jeannette A. McCarthy, MAYOR,
City of Waltham
Date: _____

John B. Cervone, City Solicitor
Date: _____

APPROVED AS TO FORM ONLY

Joseph Goode, Assessor
Date: _____

Joseph Pedulla, Purchasing Agent
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

FOR THE COMPANY

CONTRACTOR (Signature),
Date: _____

Company

Address

INSTRUCTIONS FOR BIDDERS

1. READ ALL DOCUMENTS.

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said documents.

2. FORMS AND ATTACHMENTS.

Bids are to be completed on the forms provided ONLY and enclosed in a sealed envelope marked on the outside "BID (title)" and the name and address of bidder. Attachments submitted in addition to the Waltham Purchasing Department produced forms may not be considered.

3. PRINTED OR TYPED RESPONSE.

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

4. CORRECTIONS.

Bids that are submitted containing cross outs, white outs or erasures, will be rejected. All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE INCORPORATED INTO THE CONTRACT.

5. PRICE IS ALL INCLUSIVE.

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.

6. PRICE DISCREPANCY.

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

7. EXPLANATIONS, EXCEPTIONS

Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the bid.

8. BID DEPOSITS.

Bid deposits are to be made payable to the City of Waltham. In the event that the successful bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages. Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.

9. WITHDRAW.

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.

10. AWARD.

Bids will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be evaluated on the basis of, completeness of your RFP response, responsiveness, responsibility, best price and experience.

11. LEFT BLANK INTENTIONALLY

12. DISCOUNTS.

Discounts for prompt payments will be considered when making awards.

13. TAX EXEMPT.

Purchases by the City of Waltham is exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

14. SAMPLES.

The City of Waltham may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

15. ACTIVE VENDOR LIST.

Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.

16. FUNDS APPROPRIATION.

THE CONTRACT OBLIGATION ON BEHALF OF THE CITY IS SUBJECT TO PRIOR APPROPRIATION OF MONIES FROM THE GOVERNMENTAL BODY AND AUTHORIZATION BY THE MAYOR.

17. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.

18. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.

19. STANDARD OF QUALITY.

Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

20. MODIFICATION.

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.

21. ASSIGNMENT.

The final payment for work done under this Contract shall be made only after the Contractor has signed a statement under the penalty of perjury, certifying that he has completed the work described in the final estimate. Neither party hereto shall assign this Contract or sublet it in part or as a whole without the prior written consent of the other party hereto. The Contractor shall

not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the City.

22. DELIVERIES:

a) The Contractor shall pay all freight and delivery charges. The Waltham Purchasing Department does not pay for shipping and packaging expenses. Items must be delivered as stipulated in the specifications. All deliveries must be made to the inside of city buildings. Sidewalk deliveries will not be accepted. City personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.

b) All items of furniture must be delivered inside the building, set up, in place and ready for use. Deliveries are to be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on holidays.

c) All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Waltham Purchasing Department until such items are accepted and signed for, in good order, by the receiving department.

d) The contractor must replace, without further cost to the Waltham Purchasing Department, such damaged or non-complying items before payment will be made.

23. LABELING.

All packages cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c) quantity; (d) City of Waltham Purchase Order Number and (e) Vendor's name and order number.

24. GUARANTEES.

Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.

25. SINGLE VENDOR.

The Waltham Purchasing Department desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the Waltham Purchasing Department, it is in the best interest of the Waltham Purchasing Department.

28. BID OPENING INCLEMENT WEATHER

If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the City Purchasing Agent. The Contractor shall inquire at this office for any information needed. Wherever the words “or equal as approved” are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the City’s property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

5. PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

6. CONTRACT DURATION.

This contract is for the period of three years renewable at the discretion of the City of Waltham for an additional two (2) one-year periods.

7. INSURANCE

A. WORKMAN'S COMPENSATION: The Contractor shall provide insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor. Contractors shall provide insurance on a primary basis and the contractor's policy shall be exhausted before resorting to other policies. The contractor's policy is the primary one not the contributory.

B. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

C. AUTOMOBILE (VEHICLE) LIABILITY

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. UMBRELLA POLICY

General liability	\$1,000,000
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Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: *"The City of Waltham is a named additional insured for all insurances under the contract, excluding Automobile and Workers Compensation coverage"*. The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

8. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Purchasing Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for

nonperformance or for unprofessional behavior. The City Purchasing Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Purchasing Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

9. MATERIALS

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

10. TERMINATION OF CONTRACT

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

11. CONTRACT OBLIGATIONS

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

12. BIDDER EXPERIENCE EVALUATION

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17 BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

18 RIGHT TO AUDIT

The City of Waltham has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

REQUEST FOR PROPOSALS

Data Verification of all Real Property for Fiscal Years 2014, 2015 and 2016

This is a three year contract, renewable, at the discretion of the City each year on the anniversary date. Sealed proposals for the **Data Verification of all Real Property for Fiscal Years 2014, 2015 and 2016** will be accepted until **10:00 a.m. on Wednesday, June 26th, 2013** at the Office of the Purchasing Agent, City Hall, 610 Main Street, Waltham, MA 02452

The Board of Assessors will recommend the award of the contract in conjunction with 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 Data Verification of all Real Property for Fiscal Years 2014, 2015 and 2016**"

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 Proposal opening.

Award and contract renewal are subject to Fund appropriation by the City.

Each Contractor must submit ATTACHMENT 'A' (Compliance Forms) as part of the '**Non-Price Proposal**'

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. 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 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 City of Waltham for a period not to exceed sixty (60) days from the date of opening the proposals. The Assessors will be reviewing the proposals for the purpose of investigating the Contractors qualifications and experience on similar projects prior to the awarding of the contract.

3. BASIS OF PROPOSAL AWARD

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

7. 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.

8. OWNERSHIP OF INFORMATION

- A. All information acquired by the Contractor from the Municipality or from others at the expense of the Municipality in performance of the agreement shall be and remain the property of the Municipality. All records, data files, computer records, worksheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Contractor for delivery to the municipality shall be and remain the property of the Municipality.
- B. The Contractor agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, or 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.

9. INSURANCE REQUIREMENTS

- A. The COMPANY will maintain all insurance required by law for its employees, including disability, workers' compensation and unemployment, and public liability insurance at least as hereinafter set forth so as to protect it and the MUNICIPALITY from any and all claims for personal injury and property damage from the entire pendency of the project:
- B. A commercial general liability insurance policy with the following limits of coverage: Bodily injury and property damage, One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) each individual claim per occurrence, Two Million Dollars (\$2,000,000) aggregate of all claims per occurrence.
- C. A comprehensive automobile insurance policy with a combined single limit of One Million Dollars (\$1,000,000).

- D. Workers' Compensation Insurance as required by the then current laws of the Commonwealth of Massachusetts and Employer's Liability Insurance with limits of One Million Dollars (\$1,000,000) / One Million Dollars (\$1,000,000) / One Million Dollars (\$1,000,000)
- E. All of the insurance must be issued by an insurer licensed, authorized and maintains an office to do business in Massachusetts.

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

SCOPE OF THE PROJECT

The project shall include the cyclical data base verification of all improved Real property which is mandated by the Department of Revenue. This Data Verification project is based on the completion of the verification of all Real property data in time for the fiscal year 2016 "Triennial Certification". The following is the breakdown of the parcel counts by land use type as of January 1, 2013

REAL PROPERTY

LAND TYPE	PARCEL COUNT
101	8,686
102	3,150
Misc Res:	39
104	1,414
105	255
111-125	731
130-132, 106	318
300-399	720
400-499	190
012-043	150
PARCEL COUNT	15,652
EXEMPT COUNT	501
TOTAL PARCEL COUNT	16,154

GENERAL REQUIREMENTS

Residential Property:

- A. The Residential data verification includes the following property types:
- 101 – Single Family
 - 102 -Condominiums
 - MISC-RES
 - 104 – Two Family
 - 105 – Three Family
 - 106 – Accessory Land with Improvement
 - 109 – Multiple Houses on one parcel
- B. The exterior measurements of each Residential property listed above and appurtenant buildings shall be carefully checked and an attempt will be made to inspect each interior.
- C. The Condominiums must be sketched utilizing the in-house Assesspro Appraisal System.
- D. Any new additions, alterations, or measurement corrections will be noted on the existing “property record cards”.
- E. The CONTRACTOR shall observe and correct if necessary the following on the existing property record cards:
- | | |
|---|--|
| <input checked="" type="checkbox"/> Building type | <input checked="" type="checkbox"/> Roof covering |
| <input checked="" type="checkbox"/> Story height | <input checked="" type="checkbox"/> Flooring |
| <input checked="" type="checkbox"/> Exterior wall cover | <input checked="" type="checkbox"/> Interior wall |
| <input checked="" type="checkbox"/> Quality of construction | <input checked="" type="checkbox"/> Heating type, fuel, central air conditioning or vacuum |
| <input checked="" type="checkbox"/> Approximate age | <input checked="" type="checkbox"/> Number and quality of bathrooms |
| <input checked="" type="checkbox"/> Foundation type | <input checked="" type="checkbox"/> Number of rooms and bedrooms |
| <input checked="" type="checkbox"/> Basement area, floor and % finished | <input checked="" type="checkbox"/> Fireplaces |
| <input checked="" type="checkbox"/> Roof structure | |

Note: The CONTRACTOR shall attempt to inspect the interior of all Residential properties listed above. If an interior inspection is made, the property owner will be asked to sign the property record card as evidence of the interior inspection. Unoccupied buildings, refusal by an owner to allow access, structures that are unsafe, inhabitants that appear dangerous or threatening will not have an interior inspection.

Data Verification - Commercial, Industrial, Exempt Properties:

- A. The following property types are included in this category:
- 111 – Apartments 4-8 Units
 - 125 – Apartments more than eight units
 - 300-399 - Commercial
 - 400-499 - Industrial
 - 012-043 – Mixed Use
 - 900-908 – * Exempt

****Note: Due to the Department of Revenue Regulations, all Tax Exempt property must be measured and listed. Bentley University, Brandeis University and Chapel Hill-Chauncy Hall School have had Extensive property improvements. All Buildings MUST be measured, listed and photographed. All proposers must visit the city of Waltham and review the required details pertaining to the data verifications of the aforementioned institutions.***

- B. Patriot Properties shall verify the following information for all Commercial, Industrial, Apartment, Mixed Use, and Exempt properties:
- The CONTRACTOR shall verify the exterior measurements and the exterior information for each building and appurtenant structures.
 - The CONTRACTOR shall attempt to inspect all buildings and verify the interior construction.
 - The CONTRACTOR shall accurately update the interior use and sub-area detail of each building to the satisfaction of the Board of Assessors. This information will be used in applying the income approach to all applicable properties.

MINIMUM EVALUATION CRITERIA

1. EXPERIENCE OF CONTRACTOR

- A. As of January 1, 2012, the Contractor shall have successfully completed a minimum of five (5) Triennial Certification projects, utilizing the AssessPRO appraisal system within the Commonwealth during the prior three (3) years. Each completed project must have a minimum of 10,000 or more parcels of Real property.
- 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 provide evidence of experience and familiarity with the AssessPro Appraisal System for Real Property. The name and qualifications of the Project Director and the back-up Project Director must be submitted with the proposal.
- C. The Contractor shall have a staff of at least twenty (20) full-time equivalent non-clerical personnel dedicated to providing services relating to revaluation projects.

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. The record cards generated must contain all relevant data and adjustments to be used in deriving value for the Fiscal Year 2016 Triennial Certification.

3. PROJECT TIMETABLE

The Contractor must submit a Project Timetable that addresses all services outlined in the GENERAL REQUIREMENTS section of this RFP. 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:

1. The response from the Contractor's clients as to performance on previous projects.
2. The professional qualifications of the individuals working on the project.
3. The bidder's directly relevant experience in other projects of similar type, size, and scope.
4. The Contractor's previous experience with the AssessPRO appraisal system currently in use in the Assessor's Office.
5. The AssessPRO "Sub-area" detail section on the property record card for the Commercial and Industrial property must be complete and accurate to the full satisfaction of the Board of Assessors. Therefore, a sample of an AssessPRO 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 be submitted for review by the Board of Assessors.

PRICE SHEET

To be placed in the SEALED PRICE ENVELOPE

My company bids the following prices for the services described within this document:

Year 1 - Data Verification of all Real Estate for the Fiscal Year 2014, \$ _____

Year 2 - Data Verification of all Real Estate for the Fiscal Year 2015, \$ _____

Year 3 - Data Verification of all Real Estate for the Fiscal Year 2016, \$ _____

Grand Total for 3 yrs \$ _____

Company: _____

Authorized Signature: _____

Print Name: _____

Date: _____, **E-Mail:** _____

Receipt of Addenda

My company Recognizes Receipt of Addenda # : _____, _____, _____, _____, _____, _____, _____, _____.

ATTACHMENT 'A'

COMPLIANCE FORMS

Include the following forms in the NON PRICE ENVELOPE

NON-COLLUSION STATEMENT:

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

I state that:

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

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

TAX ATTESTATION:

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

I state that _____ understands and acknowledges that the above representations are material and important, and will be relied on by the City of Waltham 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 of Waltham the true facts relating to the submission of this Proposal.

Signed under the pains and penalties of perjury this _____ day of _____, **2013**

By: _____
(Signature of authorized representative)
(Date)

Name/Title: _____
(Print Name & Title)

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: _____

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: _____

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 _____

RIGHT TO KNOW LAW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

Authorized Signature Indicating Compliance with the Right-to-know laws:

Signature	Date
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Print Name

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.

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 of 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 _____