

REQUEST FOR PROPOSALS
LEGAL NOTICE
TOWN OF EAST LONGMEADOW

The Town of East Longmeadow Board of Assessors are soliciting proposals for real and personal property valuation and assessing services. The Town of East Longmeadow, acting through its Municipal Finance Director will accept sealed proposals for a multi-year Valuation Update for Real and Personal Property Values for FY2022, FY2023, FY2024.

The Request for Proposals (RFP) may be obtained by contacting Stephen Lonergan, Municipal Finance Director, 60 Center Square, East Longmeadow, MA. 01028, (413) 525-5400 ext. 1800. RFP may be obtained in person between 8:00 a.m. and 4:00 p.m. Monday through Friday or on the town's website beginning Monday, April 26, 2021. RFP's will be made available until Friday, May 14, 2021. All sealed proposals will be accepted during normal business hours, Monday through Friday 8:00 a.m. to 4:00 p.m., and must be received no later than 2:00 p.m. Friday, May 14, 2021 by the office of the Municipal Finance Director Stephen Lonergan, 60 Center Square, East Longmeadow, MA. 01028, Phone: (413) 525-5400 x1800. (Please call when picking up or dropping off in person for an employee to meet you outside of main Town Hall entrance.)

The Town reserves the right to reject any and all proposals, or waive any irregularities or minor omissions deemed not in the best interest of the Town of East Longmeadow.

REQUEST FOR PROPOSAL

The Board of Assessors, Town of East Longmeadow, Massachusetts is soliciting proposals for professional appraisal services to conduct an update of all residential, commercial, industrial, mixed-use, exempt and business personal property values in East Longmeadow for fiscal year's 2022, 2023 and 2024. The update of all property values is pursuant to the General Laws of the Commonwealth of Massachusetts, and the rules and regulations of the Commissioner of Revenue.

Contractors desiring to provide services, according to the Request for Proposal specifications, must forward a sealed proposal to the Municipal Finance Director, no later than 2:00 p.m., Friday, May 14, 2021. Sealed proposals will be publicly opened on Monday, May 17, 2021 at 2:00 p.m. A contract will be awarded within thirty (30) days, with contract execution within thirty (30) days of vendor selection.

Proposals must be submitted as follows:

1. The proposal shall be delivered in a sealed envelope clearly marked “Proposal for Fiscal Years 2022, 2023 & 2024 Valuation update in the Town of East Longmeadow”.
2. A second sealed envelope marked “Compensation for Fiscal Year's 2022, 2023 & 2024 Valuation Update in the Town of East Longmeadow”, with the project cost included therein.
3. If the proposals are submitted by mail, the separately sealed Proposal and Compensation envelopes must be marked as stated above and enclosed within an outer mailing envelope. The outer envelope shall display a notation “Proposal and Compensation forms enclosed” on the face thereof.
4. Timely delivery of proposals at the location designated shall be the full responsibility of the Contractor.
5. Any proposals received after the time and date specified shall not be considered.

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

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

1. A letter of transmittal signed by the individual authorized to contractually bind the contractor stating that the offer is effective for at least sixty (60) days from the deadline for the submission of proposals. This letter shall include name, address and telephone number of the individual who should be contacted for the purpose of submitting additional information.
2. Written assurances that the contractor has complete knowledge and understanding of the Department of Revenue certification requirements and that the valuation

update shall meet all the certification requirements for the Interim Adjustment program for fiscal 2022 & 2024 and the Recertification program for fiscal 2023 as contained in this RFP.

3. A list of Massachusetts municipalities for which the contractor has completed valuation projects with the names and telephone numbers of contact persons within those communities.
4. A completed and signed certificate of non-collusion.

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

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

INTRODUCTION

The Town of East Longmeadow is located in Hampden County, Massachusetts and its area consists of about 13.4 square miles. The contractor will be responsible for the update of values for the following property classes and approximate parcel counts:

Residential	6272
Commercial	295
Industrial	79
Open Space	0
Mixed Use	23
Exempt	192
<i>Taxable</i> Business Personal Property	422

The entire project will be completed using the Assessor's current VISION (V8) mass appraisal software.

The purpose of this Request for Proposals is to update the fiscal 2022, 2023 & 2024 property values in East Longmeadow. The most recent recertification of value update took place in fiscal 2018. The next recertification of value update will take place in fiscal 2023. The contractor will be responsible to input appropriate information to generate fiscal 2022, 2023, 2024 values utilizing the present computer system.

FISCAL YEAR'S 2022, 2023 & 2024 REQUEST FOR PROPOSALS

MINIMUM EVALUATION CRITERIA

The minimum qualifications for participating contractors are as follows:

1. As of January 1, 2021, the contractor must have successfully completed a minimum of (5) five revaluation or interim year adjustment projects within Massachusetts during the prior (3) three years.
2. The contractor shall propose a timetable, which provides for a final certification date of no later than September 15, 2021, unless mutually changed by agreement of both parties.

Understanding of the project

- a. Contractor has demonstrated a thorough understanding of the purpose and scope of the project.
- b. Contractor has identified pertinent issues and potential problems related to the project.
- c. Contractor shall have complete knowledge of Massachusetts rules and regulations and General Laws pertaining to assessment administration and taxation.
- d. Contractor has demonstrated that it understands the guidelines proposed by the Town and that it understands what the Town expects the Contractor to provide.

Organization of the Firm

- a. Contractor has adequately described the size, structure and organization of its firm.

Experience Qualifications

- a. The person or persons responsible for the residential, commercial and industrial valuation processes shall have a minimum of ten (10) years experience developing valuation of these types of properties.
- b. The contractor must have working knowledge of the VISION (V8) mass appraisal system in use in the East Longmeadow Assessor's office.

COMPARATIVE EVALUATION CRITERIA

1. Completion of past contracts on schedule.
 - a. Highly advantageous – all projects completed on schedule.
 - b. Advantageous – most projects completed on schedule.
 - c. Acceptable – less than half of the contracted projects completed on schedule.
 - d. Unacceptable – no projects completed on time.
2. Number of projects completed over the prior five (5) years.
 - a. Highly advantageous – ten (10) or more in Massachusetts
 - b. Advantageous – less than ten (10) in Massachusetts

- c. Acceptable – ten (10) or more in Massachusetts and other states
 - d. Unacceptable – less than five (5) in Massachusetts
3. Regional office in western Massachusetts.
 - a. Highly advantageous – office in western Massachusetts
 - b. Advantageous - office in central Massachusetts
 - c. Acceptable – office in eastern Massachusetts
 - d. Unacceptable – no regional office in Massachusetts.
 4. Demonstration of experience in working with Assessors and community relations by evidence of such performance in other communities.
 - a. Highly advantageous – five (5) or more favorable references in Massachusetts
 - b. Advantageous – four (4) references in Massachusetts
 - c. Acceptable – one to three (1-3) references in Massachusetts
 - d. Unacceptable – no references

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

5. Successful completion of projects similar in size and scope to the Town of East Longmeadow.
 - a. Highly advantageous – community with 7,000 parcels or greater
 - b. Advantageous – community with between 5,000 to 7,000 parcels including a mix of commercial and industrial properties
 - c. Acceptable – community less than 5,000 parcels including a limited mix of commercial and industrial properties
 - d. Unacceptable – community with less than 1,000 parcels including limited or no commercial and industrial properties
6. Timetable
 - a. Highly advantageous – successful completion of projects before desired completion date
 - b. Advantageous – successful completion of projects on desired completion date
 - c. Acceptable – successful completion of projects within four to six (4-6) weeks after desired completion date
 - d. Unacceptable – successful completion of projects more than six (6) weeks after desired completion date
7. Inspections
 - a. Highly advantageous – all required inspections are included in proposal
 - b. Acceptable – some of the required inspections are included in proposal
 - c. Unacceptable – none of the required inspections are included in proposal

GENERAL PROPOSAL EVALUATION CRITERIA

1. This proposal is solicited and will be awarded pursuant to the rules set forth under Chapter 30B of the Massachusetts General Laws.
2. All proposals meeting proposal requirements and conditions may be held by the Town of East Longmeadow for a period not to exceed thirty (30) days from opening of the proposals, prior to the awarding of the contract. All contracts are subject to appropriation.
3. The contract shall be awarded to the most responsible and responsive contractor submitting the most advantageous proposal.

SPECIFICATIONS—TOWN OF EAST LONGMEADOW

SCOPE OF SERVICES

Consultant services:

Subject to the terms and conditions of these specifications, the contractor shall perform such professional services as will enable the Board of Assessors to determine the full and fair cash value of all property in the Town of East Longmeadow, as of January 1st in each fiscal year included in this request for proposal, in accordance with Chapter 59 of the General Laws of the Commonwealth of Massachusetts.

TIMETABLE

All services requested under this proposal shall be completed by September 15th each fiscal year included in this request for proposal unless changed by mutual agreement between parties.

RESPONSIBILITIES OF THE CONTRACTOR

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

Data Collection

The contractor will be responsible for organizing files and gathering necessary information for later project phases. The contractor shall utilize the most recent parcel record information that the Assessor's office possesses. The contractor will be responsible for cyclical, sales and building permit data collection as well. All building permit and cyclical inspections must be complete prior to June 30th of each given fiscal year.

Data Entry

The contractor shall be responsible for some of the data entry related to real estate into the Town's mass appraisal software.

Valuation (All Classes)

The Contractor will physically inspect those valid sales throughout the town that have sold during the prior calendar year relating to each interim adjustment or recertification program. The contractor shall analyze recent sales of properties within the Municipality. The contractor shall evaluate all factors affecting the market values of lots and parcels including the quality of neighborhoods, zoning restrictions, size, frontage, depth, shape, topography and all other relevant factors. The contractor will present all information including residuals in approved spreadsheet format for the Assessor's review. Based on

this analysis, the contractor shall establish the land base schedule and implement this schedule into the mass appraisal software to value all real property within the scope of these specifications.

The contractor shall determine Replacement cost tables, and Physical, Functional and Economic depreciation schedules for all improvements in East Longmeadow. The contractor will present all information for Assessor's review in an approved format. The contractor shall implement these table and schedules into the mass appraisal software.

The contractor will be available for general taxpayer questions at times mutually convenient when the new values are available, if necessary.

DEFENSE OF VALUE

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

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

WORKPLAN

The contractor shall provide a comprehensive work plan of completion dates, staffing levels, and cost breakdown by percentage of total proposal.

PERSONAL PROPERTY

The contractor shall take such measures to ensure certification of personal property values in East Longmeadow. At a minimum the contractor shall take steps necessary to verify the accuracy of business personal property including but not limited to Form-of-List verification and valuation of existing account items and the complete listing of all "new" taxable business personal property located within the Town as of the valuation date of this project.

The contractor shall physically inspect and list the property inventory for each new taxable account, said list shall be a deliverable work product of this project. The contractor will be responsible for cyclical personal property inspections as well. All personal property inspections will be completed prior to June 30th of each given fiscal year.

The contractor shall review and determine the valuation of all gas and electric utility company's (504) assets within the Town of East Longmeadow basing the assessment on the 50/50 Net book and RCNLD valuation methodology as required for certification by the Division of Local Services.

DELIVERABLE PRODUCTS

1. A final property record card for each parcel.
2. All material and documentation used in the valuation process in spreadsheet format.
3. Any sales ratio studies developed during the project.
4. The depreciation schedules and sources.
5. All reports which support values and valuation formulas.
6. Income and Expense statements for properties using an income approach to valuation.
7. Documentation of all procedures used throughout the project.

DOR CERTIFICATION LIAISON

The contractor shall be available throughout the certification update process, prepare all necessary certification documentation and liaison with Department of Revenue personnel to explain the certification update process in East Longmeadow.

PAYMENT SCHEDULE

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

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

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

INDEMNIFICATION

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

GENERAL LEGAL COMPLIANCE

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

ASSIGNMENT OF CONTRACT

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

COMPLIANCE OF AGREEMENT

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

OWNERSHIP OF INFORMATION

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

INSURANCE

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

TERMINATION OF CONTRACT

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

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

FORCE MAJEURE

Neither party will be liable to the other, or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, civil disobedience, extraordinary weather conditions, or labor disputes. Dates or time of performance will be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

CONFLICT OF INTEREST

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

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

PERSONNEL

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

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

ITEMS FURNISHED BY THE TOWN

The Town shall furnish the following:

1. Maps
One set of existing Town tax maps.
2. Property Record Cards
Copy of each property record card.
3. Building Permits
Copy of building permits from the related fiscal year for each year of this multi-year contract.
4. Office Space
The Town shall furnish to the contractor sufficient office space. All equipment to be furnished by the contractor.
5. Computer Services
The Town shall provide access to the Town's computer system and other such information from this system as necessary to complete this program. Computer access times to be mutually agreed upon by the contractor and the Town.
6. Sales information from calendar years 2019 and 2020 for FY2022; 2020 and 2021 for FY2023; 2021 and 2022 for FY2024.
7. Permission for the Contractor to enter into property for the purpose of gathering assessment information.
8. Other information the Municipality may possess which may impact on market value or this project.

INTEGRATION

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

ENTIRE AGREEMENT

Any agreement and the documents specified herein constitute the entire agreement of the parties and any other agreements, written or oral, that may exist are excluded from any

agreement.

GOVERNING LAW

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

AMENDMENT

No amendment to any agreement shall be effective unless it is in writing, signed by authorized representatives of both parties.

WAIVERS

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

SEVERABILITY

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

EFFECTIVE DATE

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

**PRICE PROPOSAL FORM FOR THE PURCHASE OF SERVICES FOR THE
FY 2022 REAL ESTATE INTERIM YEAR UPDATE AND INSPECTIONS
FY 2023 REAL ESTATE RECERTIFICATION PROGRAM AND INSPECTIONS
FY 2024 REAL ESTATE INTERIM YEAR UPDATE AND INSPECTIONS**

For providing all for the services outlined in the Specifications for the Purchase of Services & for the FY 2022 Interim Year Update and Inspections Services, FY 2023 Recertification Year Update and Inspections Services, and FY 2024 Interim Year Interim Year Update and Inspections Services in accordance with said specifications and related contract documents, the following amount is bid:

REAL ESTATE ONLY

FISCAL YEAR 2022 INTERIM YEAR

Assistance with Interim Update of Values	\$
Per parcel cost per cyclical, sales or building permit measure and list:	\$
Defense of Values (per Diem after ___ days included)	\$

FISCAL YEAR 2023 RECERTIFICATION YEAR

Assistance with the Recertification Update of Values inclusive of all necessary documentation and requirements as required by the DOR/DLS	\$
Per parcel cost per cyclical, sales or building permit measure & list:	\$
Defense of Values (per Diem after ___ days included)	\$

FISCAL YEAR 2024 INTERIM YEAR

Assistance for Interim Update of Values	\$
Per parcel cost per cyclical, sales or building permit measure & list:	\$
Defense of Values (per Diem after ___ days included)	\$

**PRICE PROPOSAL FORM FOR THE PURCHASE OF SERVICES FOR THE
 FY 2022 PERSONAL PROPERTY INTERIM YEAR UPDATE, INSPECTION,
 FOL REVIEW & UTILITY VALUES (504)
 THE FY 2023 PERSONAL PROPERTY RECERTIFICATION YEAR UPDATE,
 INSPECTION, FOL REVIEW & UTILITY VALUES (504)
 THE FY 2024 PERSONAL PROPERTY INTERIM YEAR UPDATE,
 INSPECTION, FOL REVIEW & UTILITY VALUES (504)**

For providing all for the services outlined in the Specifications for the Purchase of Services & for the FY 2022 Personal Property Interim Year Update, Inspections, FOL Review and Utility Values (504),. FY 2023 Personal Property Recertification Year Update, Inspections, FOL Review and Utility Values (504), and. FY 2024 Personal Property Interim Year Update, Inspections, FOL Review and Utility Values (504) in accordance with said specifications and related contract documents, the following amount is bid:

PERSONAL PROPERTY ONLY

FISCAL YEAR 2022 INTERIM YEAR

Assistance with Interim Update of Values	\$
504-Utility Values	\$
Per parcel cost per personal property inspection, new account or cyclical	\$
Defense of Values (per Diem after ___ days included)	\$

FISCAL YEAR 2023 RECERIFICATION YEAR

Assistance with the Recertification Update of Values inclusive of all necessary documentation and requirements as required by the DOR/DLS	\$
504-Utility Values	\$
Per parcel cost per personal property inspection, new account or cyclical	\$
Defense of Values (per Diem after ___ days included)	\$

FISCAL YEAR 2024 INTERIM YEAR

Assistance for Interim Update of Values	\$
504-Utility Values	\$
Per parcel cost per personal property inspection, new account or cyclical	\$
Defense of Values (per Diem after ___ days included)	\$

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.

Signature of individual submitting bid or proposal

Name of business

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