

TOWN OF CHILMARK
REQUEST FOR PROPOSALS
FOR FY 2009 VALUATION UPDATE OF
PERSONAL PROPERTY VALUES

Pursuant to Chapter 797 of the Acts of 1979, the Town of Chilmark is requesting proposals to update personal property values as part of the FY2009 Triennial Recertification of property values.

Specifications for the project are available at the Assessors' Office in the Town Hall during normal business hours. The Request for Proposals will be mailed upon request. All proposals must be submitted to the Board of Assessors, PO Box 119, 401 Middle Rd. Chilmark, MA. 02535, and marked "Commercial Personal Property Valuation Update Program FY2009" All proposals must be received by the Board of Assessors no later than **February 15, 2008, 4:30 p.m.** Maximum time for proposal acceptance by the governmental body will be 30 days from the date of the deadline.

PART ONE--PROPOSAL REQUIREMENTS

The Town of Chilmark is seeking a qualified revaluation contractor to conduct an update of commercial personal property values.

The number of accounts to be data-collected is subject to the available funds of the town. The specific accounts to be collected will be at the discretion of the town at the per parcel rate(s) as quoted in the Price Proposal (blank form supplied).

Contractors interested in providing the revaluation services set forth in the attached statement of services (Part Four) and general conditions (Part Five) are invited to deliver two (2) copies each of separate price and non-price proposals to the Chilmark Board of Assessors no later than February 15, 2008, 4:30 p.m. **All proposals shall be sealed, addressed to the Board of Assessors, Town Hall, P.O. Box 119, 401 Middle Rd. Chilmark, Massachusetts 02535, and marked:**

FY2009 Personal Property Valuation Update -- Non-Price Proposal

FY2009 Personal Property Valuation Update -- Price Proposal

NOTE: It is mandatory that price and technical proposals be submitted in separate sealed envelopes, clearly marked. The price proposal shall consist of the supplied form, titled "Price Proposal--Personal Property," completed in full by the proposer.

All information pertaining to the contractor's technical and management approach to completing this project, as well as the proposed cost, timetable and staffing plan, shall be presented in the technical proposal. The technical proposal must at the very least address and comply with all minimum requirements set forth in this Request for Proposals in order to be considered responsive. A proposer may correct, modify or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received by the Board of Assessors prior to the time and date set forth for proposal submission.

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

- 1.** A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the contractor stating the offer will be effective for at least sixty (60) calendar days from the submission of proposals deadline.
- 2.** Evidence of the contractor's financial stability. The Assessors reserve the right to request additional information deemed necessary to confirm the contractor's financial stability, including a copy of the financial statements for the contractor's most recent financial year.
- 3.** A list of Massachusetts municipalities for which the contractor has provided personal property services, the services provided fiscal years and client contacts.
- 4.** A list of municipalities for which the contractor is currently committed to provide personal property services, the services to be provided and client contacts.
- 5.** Written assurances that the contractor has a complete knowledge and understanding of Department of Revenue Certification Requirements and that all work performed shall meet those requirements. The assessors reserve the right to request a written description of the methodologies to be used in this project.
- 6.** A completed Certificate of Non-Collusion and Tax Attestation (blank form attached).

The Town of Chilmark reserves the right to amend this Request for Proposals at any time prior to the deadline for submission of Proposals, to waive any informality in the proposals, and to reject any or all proposals received, if they determine it to be in the best interests of the Town. The successful proposal is subject to acceptance by the Board of Assessors and the Board of Selectmen.

CERTIFICATE OF NON-COLLUSION & TAX ATTESTATION

I, _____, authorized signatory for
(Name & Title)

_____, whose principal place of business
(Offeror)

is at _____,

do hereby certify under pains of perjury that _____
(Offeror)

has complied with all laws of the Commonwealth relating to taxes and is not currently in arrears in the payment of any obligation due and owing the Commonwealth of Massachusetts or any department or unit thereof.

The following certification required by Massachusetts General Laws, C. 40, S. 4b-1/2:

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 section the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

AUTHORIZED SIGNATURE

COMPANY

DATE

PRICE PROPOSAL - PERSONAL PROPERTY

This form will be used by the contractors as their Price Proposal, for the purposes of compliance with Chapter 30B of the Massachusetts General Laws. Contractors must fill out this form in its entirety and submit it in a separate envelope as their Price Proposal. The accounts to be collected at the rates set forth below shall be at the discretion of the Board of Assessors. It may be necessary to restrict the parcels to be collected due to budgetary constraints.

Business Personal Property - _____ Per Account
Public Utility Accounts - _____ Per Account
Cable Television Accounts - _____ Per Account
Defense of Values (per diem rate) - _____

The undersigned agrees to furnish the entire project as detailed in the Request for Proposals at the prices as evidenced above.

Company _____
Authorized Signature _____
Name & Title _____
Date _____

PART TWO--MINIMUM EVALUATION CRITERIA

Contractors must meet all provisions of the criteria as set forth below to qualify for consideration in the comparative evaluation criteria. Any contractor who does not satisfy this will be specifically rejected as non-responsive. All contractors must submit all necessary client lists, resumes and other pertinent information in order to evidence levels of experience and competence in answering all minimum and comparative evaluation criteria.

1. The proposed project director must have at least four years experience in a project director capacity relative to personal property valuation.
2. The contractor must evidence the successful completion of at least two valuation update projects for the purpose of Certification in communities similar in Massachusetts.
3. Cost of the project will be considered, but will not be the sole basis for evaluation. Contractors must demonstrate they are qualified and responsible.
4. The timetable, as proposed, must have a project completion date on or before August 31, 2008.
5. All contractors must demonstrate that they can complete the project by this date. Any proposal that reflects anything beyond this date will be rejected as unacceptable.

PART THREE--COMPARATIVE EVALUATION CRITERIA

Contractors who satisfy all provisions of the Minimum Evaluation Criteria as set forth in Part Two will be evaluated using the measures as set forth below. All contractors eligible for rating through this section will be rated for each of the categories through the following distinctions:

- A) Unacceptable
- B) Not Advantageous
- C) Advantageous
- D) Highly Advantageous

1. Contractor's experience with Personal Property programs in Massachusetts.

- A. Unacceptable:
No experience in Massachusetts.
- B. Not Advantageous:
One successful recent Personal Property revaluation in Massachusetts.
- C. Advantageous:
Three successful recent Personal Property revaluations in Massachusetts.
- D. Highly Advantageous:
Four or more successful Personal Property revaluations in Massachusetts, including three or more of resort type communities and three or more of communities with a substantially similar profile of commercial personal property.

2. Qualification and experience of Project Director.

- A. Unacceptable:
No experience as a project director or project supervisor capacity on personal property projects.
- B. Not Advantageous:
One or more years experience in a project director or project supervisor capacity on personal property projects and experience with personal property software.
- C. Advantageous:
Two or more years experience in a project director or project supervisor capacity on personal property projects and experience with personal property software.
- D. Highly Advantageous:
Three or more years experience in a project director capacity, with personal property supervisory experience in a seasonal, small community and experience with personal property software.

3. Level of satisfaction with contractor's performance in other Massachusetts cities and towns for which contractor has performed personal property valuation.
 - A. Unacceptable:
More than one city or town reporting difficulty with contractor's performance.
 - B. Not-Advantageous:
No city or town reporting difficulty with Contractor's performance and at least one city or town reporting high satisfaction.
 - C. Advantageous:
Two or more cities or towns reporting high satisfaction and no city or town reporting poor performance.
 - D. Highly Advantageous:
Three or more cities or towns reporting high satisfaction and no city or town reporting poor performance.

4. Contractor's financial stability.
 - A. Unacceptable:
Proposer insolvent.
 - B. Not advantageous:
Proposer's circumstances suggest financial stability.
 - C. Advantageous:
Proposer appears to be financially stable.
 - D. Highly Advantageous:
Proposer appears to have long-term financial stability.

PART FOUR--STATEMENT OF SERVICES

1. PROFILE OF TOWN RE: COMMERCIAL PERSONAL PROPERTY ACCOUNTS

The Town of Chilmark Town Hall contains approximately 38 commercial personal property accounts. (There are also approximately 1000 non-resident accounts.) Of the commercial accounts about _____ are small accounts, currently valued at less than \$_____. Many accounts are home-based businesses.

2. SERVICES TO BE PERFORMED

A. Subject to the terms and conditions of this request for proposals, the contractor shall list and value business personal property in the town of Chilmark as of January 1, 2008 for Fiscal Year 2009 for the purpose of meeting Department of Revenue Certification.

B. The contractor shall conform to the usage classifications of all personal property so described, in accordance with Massachusetts General Laws, Chapter 59.

C. All listings and codes shall be determined as of January 1, 2008. The contractor will review forms of list on file, collect new data as required and re-price all accounts so that accounts will be updated as to items and valuation.

3. RESPONSIBILITIES OF THE TOWN

A. The Town shall provide to the contractor adequate office space including desk, chairs, and a telephone for local calls for the duration of the project.

B. The Assessors shall be responsible for postage and mailing of forms of list for FY2009 to existing accounts on or about January 1, 2008.

D. The Assessors shall be responsible for data entry in to the current DataNational Corporation system.

E. The Assessors shall periodically review and evaluate the progress of the project and notify the contractor whether the work performed is satisfactory and timely.

4. RESPONSIBILITIES OF THE CONTRACTOR

A. The contractor will identify all owners of commercial personal property located in the town as of January 1, 2008.

B. All accounts will be identified as either assessable or non-assessable in accordance with the General Laws of the Commonwealth of Massachusetts. In so doing, the contractor will verify the status of each account with reference to the most recent edition of the Corporations List produced by the Commonwealth of Massachusetts. For those accounts which the assessors determine are to be listed during this project, all personal property which is assessable will be listed at the site by the contractor.

C. For all commercial personal property accounts, a complete and individual inventory listing will be made of all taxable personal property at each site. This listing must contain sufficient detail so that an independent off-site value determination may be made. If initially unsuccessful in gaining access, at least two call backs will be made with record made of the date and time of such visits. For each account of taxable personal property, the contractor will list and provide the following information:

1. The owner's legal name.
2. Business name.
3. Business address.
4. Tax billing address.
5. Type of business.
6. Telephone number.
7. Type of corporation.
8. Tax status code.
9. Account number.
10. Date of on-site inspection.
11. Name of contractor's representative who conducted the on-site inspection.
12. Complete list of each inventory item which is assessable and taxable as personal property; included by item shall be the appropriate coding for valuation purposes.
13. Valuation breakdown of accounts by the following categories:
 - a. inventory
 - b. furniture and fixtures
 - c. machinery and equipment
 - d. underground utilities
 - e. other
14. The replacement cost new, actual/estimated age, depreciated %, and depreciated value of each item, and the total value for the account.

D. The contractor shall verify and inspect all accounts, taxable or non-taxable, and shall state the reason for any account classified as non-taxable.

E. All listings will be as of January 1, 2008, and shall reflect the status of all personal property as of that date. All revaluation work shall meet the certification requirements of the Commissioner of Revenue. The contractor acknowledges that the town intends to use the values determined here-in-under in setting tax rates for Fiscal 2009.

5. PUBLIC INFORMATION PROGRAM

The assessors and the contractor shall cooperate in maintaining good public relations throughout the period of this project. The contractor must be prepared to conduct a public information program that addresses the scope and objective of the project. All public information activities should emphasize the responsibilities of the various participants, the appraisal methodology employed, and the overall goals of the project.

6. DEFENSE OF VALUES

The contractor shall provide expert witnesses to represent the towns at all appeals to any Court, Appellate Tax Board, or otherwise, of valuation and/or classifications resulting from this project. These expert witnesses must be approved by the assessors. These services will include the preparation of detailed narrative reports, if required, at a per diem rate to be provided by the contractor.

7. WORKPLAN AND PROJECT TIMETABLE

The contractor must submit a comprehensive work plan at a minimum addressing the components indicated below and containing the following information for each component: starting date, completion date, and contractor's staff assignments. The components to be addressed are as follows:

- Project Start-Up
- Data Collection
- Coding
- Data Entry
- Valuation Testing
- Valuation
- Assessors Review
- Preliminary Certification Review
- Project Completion

8. PROJECT STAFFING

A. The contractor will be responsible for the supervision of all phases of work in this project. The contractor must describe the project staffing to be utilized on this project. At a minimum, the contractor shall address the following levels, describing the duties of each and the number of workdays to be spent on this project and other projects in which the contractor will be concurrently involved:

- Project Director
- Data Entry Personnel (may not be required)
- Personal Property Listers

B. The qualifications of each individual set forth above will be provided to the towns by submitting full resumes, which must include prior work experience, dates, positions, responsibilities for each employer, education and professional affiliations. Resumes must be attached to the proposal.

C. Since the project staffing is such an integral part of this project, contractors must be prepared to contractually commit all individuals as submitted in their proposal to this project. Any deviation from the proposed individuals and man hours will constitute a breach of agreement to any contractual agreement which may result from this request for proposals. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change in the contractor's staffing as outlined in the proposal will be subject to the approval of the towns. The town shall notify the contractor within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced.

9. DELIVERABLE PRODUCTS

All documents, reports, records, data or other material in whatever form, manual or mechanized, obtained or produced during the performance of this project shall be the sole property of the towns and shall be delivered during an appropriate phase of or at the conclusion of the project, as required by the Assessors. These shall include, without limitation, the following:

- A. All materials and documentation used in the personal property valuation process, including, but not limited to, the following:
 - Documentation of procedures used throughout the project.
 - Complete price table of items with codes and descriptions.
 - Depreciation schedule and source of information used for its development.
- B. Income and expense statements for parcels utilizing the income approach.
- C. A complete property inventory record for each account.
- D. Any documentation or spreadsheets required by the Department of Revenue as part of the certification review process.

PART FIVE--GENERAL CONDITIONS

1. GENERAL CONDITIONS AND MANDATORY CONTRACTUAL REQUIREMENTS

All bidding contractors, by the virtue of their bid, agree to comply in full with all conditions as set forth in any contractual agreement resulting from such proposal.

2. PROPOSAL RULES

This proposal is solicited and will be awarded pursuant to the "Uniform Procurement Act," Chapter 30B of the Massachusetts General Laws.

3. BASIS OF PROPOSAL AWARD

The contract shall be awarded to the contractor submitting the most advantageous proposal, taking into consideration the proposal's relative merits and relative prices. Price will not be the sole determinant of the award. The Chilmark Board of Assessors has been appointed to evaluate the relative merits of each proposal.

4. EXAMINATION

By submitting a bid, the bidder warrants that he has examined the site of the work, the specifications and drawings and has fully acquainted himself with all conditions and restrictions pertaining to the work and the execution thereof. No claim for any extra or extension of time will be allowed for failure to observe this requirement.

5. ABILITY AND EXPERIENCE

A. The awarding authority will not award a contract to any bidder who cannot furnish satisfactory evidence of his ability and experience in this type of work and that he has sufficient plant and capital to enable him to prosecute and complete the work within the given time period.

B. The awarding authority may make such investigations as it deems necessary to determine the above and a bidder shall furnish any information requested in this regard and shall furnish same under oath if required.

6. CERTIFICATE OF NON-COLLUSION AND TAX ATTESTATION FORM

All bidders must submit a form which incorporates both an attestation clause regarding Massachusetts state tax returns and a certificate of non-collusion.

7. CORRECTIONS

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

8. PAYMENT SCHEDULE AND PENALTY

A. Payment shall be made by the town to the contractor monthly, based on the portion of work completed and delivered to the Board of Assessors during the preceding month. The assessors shall review the monthly invoices and, within twenty (20) business days of its receipt either approve it for payment as follows or return it to the contractor with a written statement of reasons for its rejection.

B. Upon the Assessors' determination that the work performed for the preceding month has been satisfactorily completed according to the work plan and project timetable, a percentage payment representing ninety percent (90%) of the amount billed for that month shall be paid to the contractor.

C. After the Assessors complete their review of values, the Commissioner of the Department of Revenue must certify that the new values resulting from this project represent full and fair cash value. As a condition of successful project completion, the contractor's work product shall have met all certification requirements of the Commissioner of Revenue. The remaining ten percent (10%) will be paid to the contractor within sixty (60) calendar days following the satisfactory completion of all terms of the agreement, with the exception of defense of values.

D. If the Assessors determine that, due to the fault of the contractor, the project is not progressing satisfactorily, an additional forty percent (40%) of the monthly bill can be retained. If the problem is rectified within thirty (30) calendar days to the satisfaction of the Assessors, the forty percent (40%) will be paid at this time. If the problem is not rectified within the stated thirty (30) day period, the Assessors will determine whether the forty percent (40%) will be retained until the satisfactory completion of all terms of the agreement.

9. COMPLIANCE WITH APPLICABLE LAWS

A. The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

B. The contractor must affirm that he will conduct this project in compliance with the General Laws of the Commonwealth of Massachusetts relating to property assessment administration. Therefore, the contractor must have a complete understanding of these laws. Furthermore, the contractor must be cognizant of the role of the Massachusetts Department of Revenue in administering and enforcing these laws, and must agree to comply with all regulations and directives of the Department of Revenue.

C. The contractor must comply with all federal, state, and municipal laws, ordinances, rules and/or regulations, including labor laws and those against discrimination, existing or adopted in the future which are applicable at any time to the contractor pursuant to its obligations during this project. The contractor and any of his subcontractors, agents, servants and/or employees shall obtain at their sole cost and expense all required permits, franchises, approvals, licenses and/or certificates necessary for the performance of his obligations pursuant to the agreement.

10. IDENTIFICATION

All the contractor field personnel shall carry suitable I.D. cards which include and up-to-date photograph, supplied by the contractor and signed by the assessors. This card will be surrendered to the assessors upon termination of the employee or completion of the project.

11. PRIME CONTRACTOR RESPONSIBILITY

The assessor has single point responsibility for the entire project. Subcontractors may be used, but the contractor will accept full responsibility for the subcontractor's performance. The contractor will not subcontract any of its work or part thereof without prior written consent of the assessors.

12. 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 town, 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 counter-claims which would have been available to the town against the contractor in the absence of such assignment.

13. EVALUATION OF WORK

To ensure compliance with this agreement, the assessors shall have the right to enter the contractor's premises during normal business hours to inspect, monitor, or otherwise evaluate the work performed or being performed therein.

14. OWNERSHIP AND CONFIDENTIALITY OF INFORMATION

A. All information acquired by the contractor from the Town, or from others at the expense of the Town, in the performance of this agreement shall be and remain the property of the Town. This includes all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by the contractor in the performance of this agreement.

B. The contractor recognizes that, in the performance of this agreement, it may obtain or have access to confidential information, including information subject to restrictions on its disclosure pursuant the Massachusetts General Laws Chapter 59, Section 52B, and agrees to comply with all laws and any regulations, rules and guidelines promulgated there under regarding access to, and disclosure of such information. The contractor further agrees that it will inform each of its employees having any involvement with confidential information of the laws, regulations, rules and guidelines relating to confidentiality and will, at the request of the assessors, have each employee with access to such information sign a statement that they are aware of and will abide by all such laws, regulations, rules and guidelines.

C. The contractor agrees that it 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 assessors. The contractor further agrees to return said information to the Town promptly at its request in whatever form it is maintained by the contractor.

D. The contractor agrees to take reasonable steps to ensure the confidentiality and security of this information in its possession or under its control.

E. In the event of the contractor's failure to conform to the requirements set forth above, the Town may terminate this agreement upon thirty (30) days written notice, unless within such thirty (30) day period the failure to conform is cured.

15. INDEMNIFICATION

The contractor agrees to indemnify and hold harmless the Town against claims for bodily injury, death, and property damage which arise in the course of the contractor's performance of this project with respect to which the Town is free from negligence on the part of itself, its employees and agents. The contractor will not be

responsible for damages or injunctive relief made against the contractor by third parties arising from the non-negligent performance of this agreement.

16. INSURANCE REQUIREMENTS

A. The contractor will, at its own expense, maintain and keep in force all insurance required by law for its employees; including disability, workman's compensation, unemployment, and public liability insurance, at least as hereinafter set forth so as to protect it and the Town from claims for personal injury and property damage for the entire pendency of the project.

B. Comprehensive General and Public Liability Insurance Policy with the limits of: Bodily Injury and Property Damage: One Million Dollars (\$1,000,000.00) per occurrence per claim; Personal Injury: One Million Dollars (\$1,000,000.00); and an Umbrella, including Automobile Insurance: Three Million (\$3,000,000.00) per occurrence per claim.

C. All the insurance will be issued by an insurer licensed and authorized to do business in Massachusetts. The contractor shall maintain insurance satisfactory to the Town covering any and all property damage or bodily harm which may be suffered by reason or negligence of the contractor, its employees or agents during the execution of the project. The said Certificate of Insurance shall be submitted to the assessors within fourteen (14) days of the signing of the agreement.

17. FORCE MAJEURE

Neither party shall be liable to the other or be deemed to be in breach under the agreement for any failure to perform, including without imitation a delay in rendering performance, due to causes beyond it reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortage 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 town shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination."

18. TERMINATION

A. Subject to the provisions of the section entitled "Force Majeure," if either party fails to fulfill, in a timely and satisfactory manner, their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for twenty one (21) days after written notice of said failure or violation is received by the offending party, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

B. In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the assessors, be delivered to them. The contractor shall be entitled to receive just and equitable

compensation for any work performed under this agreement completed prior to the date of termination which is determined by the assessors to be satisfactory.

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

19. CONFLICT OF INTEREST

A. The contractor agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Massachusetts General Laws Chapter 268A concerning conflict of interest. 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 to be performed under this agreement.

B. The contractor shall not employ as a director, officer, employee, agent, contractor or subcontractor, directly or indirectly, any elected or appointed official of the Town or any member of the immediate family of such official for the duration of the project.

20. EFFECTIVENESS OF AGREEMENT

The effective date of this agreement shall be the date upon which the agreement is signed and executed by the contractor and the town of Chilmark and is approved by the Commissioner of Revenue as to form and content in accordance with Massachusetts General Laws, Chapter 58, Section 1A and 830 Code of Massachusetts Regulations 58.04.