

REQUEST FOR PROPOSALS
Town of Plympton, Massachusetts
Board of Assessors

FOR THE IMPLEMENTATION OF A FISCAL 2025 THROUGH FISCAL 2027 REVALUATION
PROGRAM OF ALL REAL AND PERSONAL PROPERTY

Overview

The purpose of this Request for Proposals ("RFP") is to solicit proposals from qualified firms for the implementation of a three-year Revaluation Program utilizing the Town's existing Assessment Software System.

Bidders must meet all minimum evaluation criteria, must complete the enclosed proposal form and price summary form, and must include the requested documents. The Town has attempted in the RFP to be as accurate as possible but is not responsible for any unintentional errors herein.

The Town of Plympton reserves the right to reject any and all proposals or to waive any formalities and minor defects and irregularities in the proposals if it appears in the TOWN'S best interest.

Section 1. General Requirements:

Proposals must be received in the office of the Board of Assessors, Town of Plympton, 5 Palmer Road, Plympton, MA 02367 by 2:00 p.m. on Thursday, February 29, 2024. Proposals must be delivered in a sealed package, plainly marked "Proposal for Implementation of a Fiscal Year 2025-2027 Revaluation Program – Town of Plympton."

Contractors shall submit **separate** price and non-price (or technical) proposals. The price proposals (Schedule D.) attached hereto must be completely filled out, signed, placed in an envelope and sealed. The non-price proposal must at the very least address and comply with all minimum requirements set forth in this Request for Proposals (RFP) in order to be considered responsive. Contractors shall not submit a copy of the RFP as part of the proposal. The non-price proposal shall also be signed, placed in a separate envelope, sealed and returned.

Both the envelope containing the price proposal and the envelope containing the non-price proposal must be marked with the contractor's name, description of proposal, and either PRICE PROPOSAL or NON-PRICE PROPOSAL. A contractor may correct, modify or withdraw a bid by sealed written notice that must be clearly marked as a correction, modification or withdrawal. Any such correction, modification or withdrawal must be received in the Office of the Board of Assessors at least one hour prior to the scheduled time and date set for the opening of the proposals.

The Town may make such investigation as deemed necessary to determine the ability of the bidder to implement such a revaluation program. The bidder shall furnish the Town, all such information and data for this purpose as the Town may request.

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

1. A letter of transmittal signed by the individual authorized to negotiate for and Contractually bind the Contractor stating that the offer is effective for at least thirty (30) days from the deadline for the submission of the proposals.

2. A list of Massachusetts municipalities for which the Contractor has provided professional services and/or Valuation software.

3. A list of Massachusetts municipalities for which the Contractor is currently committed to provide professional services and/or Valuation software.

4. A list of past and current customers with which the Contractor or its subsidiaries are involved, or anticipates being involved, in litigation or other disputes resulting from contracts for providing revaluation services or Valuation software.

Section 2. Legal and Contractual Requirements:

1. Proposal Rules

This proposal is solicited and will be awarded pursuant to the "Uniform Procurement Act", now Chapter 30B of Massachusetts General Laws. Whenever the requirements of this RFP are inconsistent with or prohibited by the provisions of Chapter 30B, the provisions of Chapter 30B shall prevail.

2. Reviewing Period

All proposals meeting the requirements and conditions described herein may be held by the TOWN for a period not to exceed forty-five (45) days from the opening of proposals for the purpose of reviewing such proposals and investigating the qualifications of contractors prior to the awarding of the Contract.

3. Basis of Award

A. The contract will be awarded to the most advantageous proposal from a responsible and responsive proposer taking into consideration price and non-price proposals.

B. The Board of Assessors has been appointed to evaluate the relative merits of the submitted non-price proposals.

4. Best Price

A. The lowest price for the purposes of this proposal is the lowest Total Cost (to be recorded in the Price Proposal, Schedule D.)

5. Questions and Interpretations

Any questions regarding this RFP shall be referred to the Board of Assessors in writing at least five working days prior to the date and time for receipt of proposals. All answers and interpretations and any changes to the documents will be issued in the form of written addenda to this RFP and the addenda shall become part of the Contract documents. No other form of communication in this regard shall be considered legal and binding.

6. Examination

By submitting a proposal, the Contractor warrants that the Contractor has been fully acquainted with all conditions and restrictions pertaining to the execution of the project described herein. No claim for any extra or extension of time will be allowed for failure to observe this requirement.

7. Ability and Experience

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

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

8. Certificates of Non-Collusion, Tax Attestation Form

All contractors must sign the attached forms (Attachments A, B and C) which incorporates both an attestation clause regarding Massachusetts state tax returns and a certificate of non-collusion.

9. Corrections

Erasures or other changes in the proposal must be explained or noted over the signature of the Contractor.

10. 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 Chapter 268A of the General Laws 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 under the Contract.

B. No employee of the TOWN and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall:

- i. Participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership or association in which the Contractor is directly or indirectly interested; or
- ii. Have any financial interest, direct or indirect in this Contract or the proceeds thereof.

C. The Contractor shall not Contract with or employ an Assessor or other municipal employee of the TOWN in connection with the Project.

11. Liability

The Contractor agrees to indemnify, save harmless, and defend the TOWN from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney fees) which it may hereunder incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of governmental laws, regulation or orders caused, in whole or in part, by the Contractor's employees, agents or servants, in the performance of this Contract.

12. Insurance Coverage

A. General

The Contractor shall, before commencing performance of the Contract, be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the TOWN, its agents and employees from any and all claims for damages to persons or property as may arise out of the performance of this Contract.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be carried and maintained at the sole expense of the Contractor.

B. Contractor's Comprehensive General Public Liability and Property Damage Liability Insurance

The Contractor shall carry Comprehensive General Liability Insurance providing for a limit of not less than five hundred thousand dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person and subject to that limit for each person, a total limit of not less than one million dollars (\$1,000,000.00) for all damages arising out of bodily injury or death of two or more persons in any one accident; and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than five hundred thousand dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of not less than one million dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

C. Comprehensive Automotive Liability and Property Damage Insurance

The Contractor shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the contractor while performing work under this Contract in the amount of not less than five hundred thousand dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than one million dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than five hundred thousand dollars (\$500,000.00) for all damages arising out of injury to or destruction of property.

D. Certificates of Insurance

A certificate shall be filed by the Contractor with the TOWN, showing compliance with the Workman's Compensation laws, before commencing any work.

FAILURE TO COMPLY WITH THE ABOVE CONDITIONS AND REQUIREMENTS OR ANY ATTACHED SPECIFICATIONS OR ANY OTHER MINIMUM QUALIFICATIONS WILL BE JUSTIFICATION TO REJECT ANY PROPOSAL AS INCOMPLETE.

Section 3. Evaluation Criteria

A. Minimum Evaluation Criteria

The following are the minimum qualifications for participating contractors:

1. As of January 1, 2023, the Contractor shall have successfully completed a minimum of five (5) revaluation or valuation update projects within the Commonwealth of Massachusetts over the last five (5) years.
2. The Contractor shall have expertise in Computer Assisted Mass Appraisal.
3. The Contractor must propose a timetable that provides for a timely tax bill in each year and for a Department of Revenue Certification Field Review on or before September 28, 2026 for the Fiscal 2027 Re-Certification Program
4. The project director must have a minimum of five (5) years' experience in valuation of property in Massachusetts and previous experience as a project director with the Contractor.
5. Computer-generated values for all parcels must be provided using the Towns existing In-House Assessment System currently licensed to the Town by Paul S. Kapinos & Associates, Inc.
6. The proposed Project Work Plan must meet the minimum standards for acceptance by the Commissioner of Revenue.

B. Comparative Evaluation Criteria

1. A Contractor's Proposal shall be deemed acceptable in this criterion if the Contractor satisfies 2 or more of the applicable Minimum Evaluation Criteria set forth in Section 3.1, otherwise the Proposal shall be deemed unacceptable and rejected.
2. A Contractor's Proposal shall be deemed highly advantageous if the Contractor exceeds 3 or more criteria; deemed advantageous if the Contractor successfully meets at least 2 of the following criteria. deemed not advantageous if the Contractor meets 1 of the following criteria; if the contractor does not meet any of the criteria the proposal is unacceptable:
 - (a) Completed a minimum of ten (10) revaluation or valuation update programs in the Commonwealth of Massachusetts during the prior five (5) years.
 - (b) Completed a minimum of two (2) Re-Certification Programs utilizing the Town's Valuation Software during the prior two (2) years.
 - (c) The Project Supervisor has ten (10) years' experience in valuation of property in Massachusetts and previous experience with the Contractor; and has extensive experience in the Valuation of Commercial and Industrial Properties.

In order to fairly evaluate the above criterion, the Contractor must submit sufficient documentation and references to substantiate any information provided in conjunction with the above requirements. A minimum of five (5) references shall be provided. The TOWN reserves the right to reject any bidder receiving three or more negative references.

Section 4. Scope of Project and Overview:

1. Profile of Plympton:

The Board of Assessors seeks to implement a plan that will accomplish the following goals:

- Complete the mandated Fiscal 2027 Re-certification Program.
- Complete Interim Year Updates for Fiscal 2025 and 2026.

Parcel Count - See FY24 LA4 attached hereto as ATTACHMENT D.

For the purposes of this RFP all 4 to 8 unit, apartments, mixed-use, commercial, and industrial properties, shall be referred to as CIM.

2. Scope of Services:

Refer to **Schedule A. Statement of Services** attached hereto.

A. The work of the CONTRACTOR shall reflect a complete knowledge of the certification requirements of the Massachusetts Commissioner of Revenue, of Massachusetts law, whether of statutory or judicial origin, and of Massachusetts regulations, relating to property tax assessment administration, but in no event shall the CONTRACTOR be required to perform services or provide products not currently necessary or contemplated by this Agreement or relevant regulations.

3. Responsibilities of the TOWN:

A. The TOWN shall provide "parcel identification data" for each parcel which shall consist of owner's name and mailing address, property address, subdivision deed references, property classification, lot dimensions, and land area in acres or square feet, sales history, building permits data, and all appraisal data, current to the most recent tax billing date.

B. The TOWN shall provide the zoning classification for each parcel, current and correct to the best of the Town's knowledge. The TOWN shall provide one set of zoning maps and a copy of zoning ordinances covering all parcels, correct and current, to the best of the Town's knowledge as of the most recent tax year.

C. The TOWN shall provide two (2) sets of "tax maps", covering all parcels, correct and current as of the most recent tax year. The CONTRACTOR may rely upon the accuracy of the maps and is not responsible for any errors in the maps or any errors resulting from the use of the maps. Each map shall be drawn to scale, and shall be identified by map and parcel numbers.

D. The TOWN shall update the all pertinent information including transfer history, building permit history, and mapping and parcel changes to January 1, of each year on or before June 1st of each year.

E. The TOWN shall provide the CONTRACTOR with the necessary office space and local telephone service for the duration of the project.

F. The TOWN will be responsible for the mailing, including postage, of verification Questionnaires and Call Back notices.

G. The TOWN is responsible for Public Relations including, but not limited to, periodic press releases and scheduling of appointments.

H. The TOWN is responsible for performing daily, weekly, and monthly system "back-ups" of the System.

4. Deliverable Products

In addition to the services performed pursuant to this RFP, the CONTRACTOR agrees to deliver, in a timely fashion, each product listed in **Schedule B**, attached hereto.

5. Term of Agreement

The parties' obligations under this Agreement shall commence and continue according to the PROJECT TIMETABLE, attached hereto as **Schedule C**.

6. Compensation

In consideration of the services to be performed and the products to be delivered, the CONTRACTOR shall be paid according to the terms and procedures described in the PAYMENT SCHEDULE below, the sum listed in the Project Cost Itemization to be submitted separately as the PRICE PROPOSAL.

This price includes all costs of the services and products specifically defined by this Agreement including professional and technical staff services, the CONTRACTOR'S indirect and overhead costs, travel and subsistence for staff, incidental project costs, local transportation expense, other out-of-pocket expenses that are incurred on the job, and the services and facilities of the CONTRACTOR'S sub-contractors, if any, but in no event does this price limit the TOWN'S options to request additional services from the CONTRACTOR in consideration of a price to be agreed to between the parties hereto. In no event shall the CONTRACTOR provide services not defined in this Agreement without the prior written approval of the Plympton Board of Assessors.

7. Payment Schedule

A. Payments shall be made to the CONTRACTOR monthly, based on the portion of work completed and delivered to the Assessors during the preceding month. No payments will be made until the work is approved by the Board of Assessors. The Board of Assessors will review each monthly invoice and either approve it for payment as follows or return it to the CONTRACTOR with a written statement of reasons for its rejection.

B. The CONTRACTOR shall present the TOWN with a monthly written invoice within a reasonable time following the month billed. Upon the Board of Assessors' determination that the work performed for the preceding month has been satisfactorily completed according to the work-plan and time schedules, a percentage payment representing ninety percent (90%) of amount billed for that month, shall be paid to the CONTRACTOR.

C. Payment is due within forty-five (45) days after the date of receipt of each bill for services rendered in accordance with this Agreement. Failure of the TOWN to make payments when due shall constitute breach of a provision of this Agreement. Failure of the TOWN to cure said breach within fourteen (14) days of receipt of written notice from the CONTRACTOR of said breach shall entitle the CONTRACTOR, in addition to its other rights and remedies, to suspend further performance under this Agreement without liability.

D. The remaining ten percent (10%), and any OVERAGE will be paid to the CONTRACTOR within thirty (30) calendar days following the satisfactory completion of all terms of the Agreement for each year.

8. Parcel Count (Overage)

This RFP is based on a parcel count not to exceed 1,475 parcels. For reference see the Town of Plympton Fiscal 2024 LA-4 Report included herein as Attachment D.

The TOWN shall pay the CONTRACTOR for each parcel in excess of the 1,475 parcel count in accordance with the following per parcel cost schedule. Such additional payment shall be added to the final payment described herein. Include with Schedule D for your proposal.

9. Data Processing Facilities

The CONTRACTOR is responsible for procuring the necessary and appropriate data processing facilities for any off-site work required in the performance of this Agreement. However, the CONTRACTOR shall have access to the TOWN'S Appraisal System during the Term of this Agreement both on-site (direct) and from off-site locations via the TOWN'S high speed internet connection.

10. Personnel

The CONTRACTOR agrees that at all times the number and qualifications of the personnel to be employed in this project will comply with 830 Code of Massachusetts Regulations 58.04, Section 3 regarding the minimum staffing requirements.

All personnel, including sub-contractors, shall be approved by the TOWN prior to performing any services under this Agreement.

11. Defense of Values

It is expressly agreed and understood that "Defense of Values" is not included in the fixed fee of this Proposal. However, include per diem defense of values price on Schedule D.

Schedule A: Statement of Services

1. RE-CERTIFICATION YEAR FISCAL 2027 RESIDENTIAL

1.1 SALES ANALYSIS AND MODELING:

Perform a comprehensive analysis of sales including ratio studies by all key variables. These analyses shall include land sales and residual analyses. Build models and Tables on the *pk* Assessment System to generate Market Values within the Guidelines required by the Massachusetts Department of Revenue. Valuation Modeling includes Cost Table Building and local cost verification.

1.2 FIELD REVIEW:

Perform a field review of all improved real property.

1.3 CERTIFICATION AND DOCUMENTATION:

Produce all Department of Revenue spreadsheets and data-base reports required for preliminary certification. Including but not limited to those required by the La9-12. Be present as required for all meetings with the Bureau of Local Assessment Certification Representative.

2. RE-CERTIFICATION YEAR FISCAL 2027 CIP.

2.1 ANALYSIS AND MODELING:

Perform a comprehensive analysis of sales, offerings and income and expense data. These analyses shall include land sales, land residual, and income residual analyses. Economic Rent, Capitalization Rates, and Market Derived Depreciation Schedules shall be produced. A field review of all sales, offerings and properties where income data was obtained shall be performed prior to any analysis.

2.2 PERSONAL PROPERTY.

Revalue all qualifying accounts utilizing the Town's System including a reviewing Forms of List and site visits to new accounts

2.3 CERTIFICATION AND DOCUMENTATION:

Produce all Department of Revenue spreadsheets and data-base reports required for preliminary certification. Including but not limited to those required by the La9-12. Be present as required for all meetings with the Bureau of Local Assessment Certification Representative.

3. INTERIM YEARS FISCAL 2025 and FISCAL 2026

3.1 SALES ANALYSIS: Analyze all qualified sales to determine assessment levels. Stratify sales and produce ratio analyses by class, neighborhood, quarter, price quartile, style, net living area, land size, etc. Produce a summary of findings and recommendations to the Board of Assessors

3.2 RE-CALIBRATE SYSTEM MODELS AND DOR DOCUMENTATION: Adjust valuation models on the Town's *pk* Appraisal System to reflect current market conditions after review and approval by the Town as required. Produce all required DOR reports required for approval of Interim Year Valuation Adjustments.

3.3 PERSONAL PROPERTY.

Revalue all qualifying accounts utilizing the Town's System including a reviewing Forms of List and site visits to new accounts

3.4 DOR FORMS: Tabulate and produce the following DOR forms: LA-15, LA-4, and LA-13

4. Cyclical Reinspection 2-Years (Fiscal 2025 and 2026)

Measure and list 550 parcels each year of improved Real Property in accordance with the Town's existing methodology and Valuation System, including "call backs" by appointment on all appropriate parcels

Schedule B: Deliverable Products

In addition to the products and services listed on Schedule A, the CONTRACTOR shall deliver the following:

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 TOWN and shall be delivered during an appropriated phase of or at the conclusion of the project, as required by the Board of Assessors.

Schedule C: Project Workplan:

I. TIMETABLE

_____ FROM _____ THROUGH _____

II PROJECT STAFFING:

NAME TITLE OR PROJECT RESPONSIBILITIES

Schedule D. Price Proposal: Town of Plympton Fiscal 2025-2027

Instructions: Each blank must be filled in and the completed section must be signed, identified as the Price Proposal, placed in a separate envelope, and sealed.

Project Cost Itemization: The TOWN is requesting a 3-year Level Funded Price

Service	Fiscal 2025	Fiscal 2026	Fiscal 2027
Re-Certification			
Interim Update			
Cyclical Re-Inspection			
Total			

Overage: List Cost Per Parcel Excess by Class:

Per Diem Rates for Defense of Values:

The undersigned hereby agree to furnish the TOWN in conformity with this proposal, any or all of the above articles at the price listed above.

Company:

Authorized Signature:

ATTACHMENT A

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor/vendor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date: _____

Name: _____
(Print Name)

Title: _____

Contractor/Vendor: _____

ATTACHMENT B
STATEMENT OF NON-COLLUSION

I, _____, of _____, whose principal place of business is located at _____ do hereby certify that:

1. The proposed bid price has been arrived at independently, without collusion, consultation or communication as to any other contractor or with any competitor.
2. The said bid price was not disclosed by the Contractor and was not knowingly discussed prior to the submission, directly or indirectly, to any other contractor or to any competitor.
3. No attempt was made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
4. 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.

Signed under the penalties of perjury on this ____ day of _____, 202_.

Name of Contractor _____

By:

Title: _____

ATTACHMENT C

CERTIFICATE OF AUTHORITY

(Corporations Only)

_____, 202_

At a meeting of the Directors of _____ duly called and held at _____ on the _____ day of _____, 202__, at which a quorum was present and acting, it was VOTED that _____ of this corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver on behalf of this corporation a contract for with the _____ of _____ Massachusetts.

I do hereby certify that the above is a true and correct copy of this record, that said vote has not been amended or repealed and is in full force and in effect as of this date, and that is the duly elected _____ of this corporation.

(Clerk) (Secretary) of the
Corporation

Attest:
(Affix Corporate Seal Here)

ASSESSMENT/CLASSIFICATION REPORT as of January 1, 2023

Fiscal Year 2024

Property Type	Parcel Count	Class1 Residential	Class2 Open Space	Class3 Commercial	Class4 Industrial	Class5 Pers Prop
101	931	478,954,300				
102	20	7,151,700				
MISC 103,109	10	6,300,300				
104	14	7,580,800				
105	1	507,600				
111-125	1	1,968,200				
130-32,106	228	17,784,700				
200-231	0		0			
300-393	27			84,716,600		
400-442	26				13,439,400	
450-452	10				4,713,600	
CH 61 LAND	15	11	0	143,130		
CH 61A LAND	34	19	0	1,517,500		
CH 61B LAND	9	3	0	325,570		
012-043	20	25,949,149	0	5,860,773	3,093,778	
501	61					2,496,460
502	21					6,909,330
503	0					0
504	2					26,232,570
505	1					910,200
506	0					0
508	3					628,730
550-552	8					29,410,700
TOTALS	1,475	546,196,749	0	92,563,573	21,246,778	66,587,990
Real and Personal Property Total Value						726,595,090
Exempt Parcel Count & Value					64	30,049,300

For CH 61, 61A and 61B Land: enter the mixed use parcel count in the left-hand box, and enter the 100% Chapter land parcel count in the right-hand box.