

Invitation for Bids

Town of Provincetown, Massachusetts

FOR THE IMPLEMENTATION OF FISCAL 2022-24 VALUATION PROGRAM

Sealed bids, addressed to the Town Manager/Chief Procurement Officer, will be received, and registered by the Town Manager:

By Mail (USPS; UPS; FedEx; Etc.)

Provincetown Town Hall

260 Commercial St.

Provincetown, MA 02657

Until 4:00 p.m. on Wednesday, April 21, 2021

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

Section 1. General Requirements:

Contractors shall submit sealed bids in an envelope marked with the contractor's name, labeled "Implementation of Fiscal 2022-24 Valuation Program. A contractor may correct, modify or withdraw a bid by sealed written notice that must be clearly marked as a correction, modification or withdrawal and should submit it by the deadline of April 21, 2021.

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

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 30 days from the filing deadline.
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 for 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. Bidding Rules

This Invitation for Bids 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 Massachusetts General Laws. Whenever the requirements of this IFB are inconsistent with or prohibited by Chapter 30B, Chapter 30B shall prevail.

2. Reviewing Period

All bids meeting the requirements and conditions described herein may be held by the TOWN for a period not to exceed sixty (60) days from the opening of bids for the purpose of reviewing such bids and investigating the qualifications of contractors prior to the awarding of the contract.

3. Basis of Award

The contract shall be awarded to the responsive contractor submitting the least expensive bid that complies with the requirements of the IFB.

4. 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 and 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. The contractor and/or 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 Contract.

5. 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 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 of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages of or labor disputes, or shortages or fluctuation in electric power, heat, light or air conditioning. Performance deadlines will be extended for a period of time equal to the length of such delays, provided that the party whose performance is affected promptly notifies the other party of the existence and nature of such delay. It is agreed, however, that since the performance deadlines 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 the performance impossible and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination".

6. Termination of 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 the agreement, or if the contractor shall violate any of the covenants, conditions, or stipulations of this Contract, where such failure or violation continues for a period of twenty one (21) business days after contractor's receipt of written notice of such failure or violation, the municipality shall have the right to terminate this contract by giving written notice of termination at least seven days before the effective date of termination.

7. 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 provided notice of 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.

8. Ownership 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 the agreement, shall be and remain the property of the TOWN. 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 for delivery to the TOWN shall be and remain the property of the TOWN.
- B. The contractor agrees that he will use this information only as required in the performance of this Contract and will not, before or after the completion of this project, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instruction of the TOWN. The contractor further agrees to return said information in whatever form it is maintained by the contractor.

9. Questions and Interpretations

Any questions regarding the bid documents shall be referred to the Town Manager/Chief Procurement Officer in writing at least five working days prior to the date and time for receipt of bids. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all bidders of record and the addenda shall become part of the Contract documents. No other form of communication in this regard will be considered legal and binding.

10. Examination

By submitting a bid, the contractor warrants that he has fully acquainted himself 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.

11. 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 he has sufficient plant and capital to enable him 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.

12. Certificate of Non-Collusion and 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.

13. Corrections

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

14. 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 he 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.

15. Liability

The Contractor agrees to indemnify, save harmless, and defend the TOWN from and against 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 employee's in the performance of this Contract.

16. 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. Certificates of Insurance for all required coverages evidencing coverages in force shall be supplied the Town prior to the commencement of work to be performed. 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

The Contractor shall carry Comprehensive General Liability Insurance with a Combined Single Limit for Bodily Injury and Property Damage in an amount not less two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate.

C. Comprehensive Automotive Liability and Property Damage Insurance

The contractor shall carry Automobile Liability limits with a Combined Single Limit for Bodily Injury and Property Damage in the amount of one million dollars (\$1,000,000.00). Such coverage shall include coverage for owned, non-owned and hired autos.

D. Workman's Compensation

The contractor shall carry Workman's Compensation Insurance as required by law.

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

Section 3. Minimum Requirements

The following are the minimum qualifications for participating contractors. Documentation of these qualifications shall be submitted with bids:

1. As of January 1, 2021 the Contractor shall have successfully completed a minimum of (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 project director must have a minimum of (5) five years experience in valuation of property in Massachusetts and previous experience as a project director with the contractor.
4. Computer-generated values for all parcels including personal property must be provided using the Towns In-House Assessment System, *pkAssessment™*, licensed to the Town by Paul S. Kapinos & Associates, Inc.
5. The proposed Project Work Plan must meet the minimum standards for acceptance by the Commissioner of Revenue.

Section 4. Scope of Project and Overview:

1. Profile of Provincetown:

The Town Manager/Chief Procurement Officer seeks to implement a plan that will accomplish the following goals:

Complete the Fy2022, Fy2023 and Fy2024 Interim Valuation Updates.

Parcel Count, See FY21 LA4 attached hereto as ATTACHMENT D.

For the purposes of this RFP, RESIDENTIAL shall refer to the following State Classes; 101,102,103,104,105,106,109,130,131,132; while 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, 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 as of the most recent tax year. The TOWN shall provide one set of zoning maps and a copy of zoning ordinances covering all parcels, correct and current 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 continuously and currently update the information referred to in this section to January 1, of each year.

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

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

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

I. 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 Provincetown Town Manager/Chief Procurement Officer.

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 Assessors approve the work. The 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 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 eighty percent (80%) of amount billed for that month, shall be paid to THE CONTRACTOR. The total amount paid on this monthly basis shall not exceed eighty percent (80%) of the total amount of the Agreement for each year.

C. Payment is due within thirty - (30) 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 twenty percent (20%) 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. 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 utilizing PCANYWHERE™ communications software launched into "Host Mode" or substitute equivalent communications software provided by the CONTRACTOR.

9. 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.

10. Defense of Values

It is expressly agreed and understood that "Defense of Values" is not included in the fixed fee of this Proposal.

Include per diem defense of values price on Schedule D.

Schedule A: Statement of Services

1. Interim Year Updates Fiscal Years 2022, 2023 and 2024:

1.1 MARKET ANALYSIS:

Analyze all qualified sales to determine assessment levels utilizing the *pk*Appraisal System. Stratify sales and produce ratio analyses by class, neighborhood, quarter, price quartile, style, net living area, land size, etc. This shall include review of all sales, and follow-up on prior year vacancies and rentals, and recalculation of capitalization rates as required. Produce a narrative summary of findings and recommendations to the Board of Assessors.

1.2 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.

1.3 PERSONAL PROPERTY UPDATE:

Perform data collection on all new accounts. Re-price all existing records as of 1/01/ of each year.

1.4 Value Class 508 Communications Accounts,

1.5 Value Class 504 Utilities using a blended 50/50 valuation methodology rather than the “net book” approach.

1.6 NEW GROWTH REVIEW AND DOR FORMS PRODUCTION:

Tabulate and produce the following DOR forms: INTERIM YEAR ADJUSTMENT FORM, LA-4, and LA-13.

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 Assessors.

Schedule C: Project Work plan:

I. TIMETABLE

PHASE: _____ FROM _____ THROUGH _____

Specify each phase and list starting and ending dates

II PROJECT STAFFING:

NAME _____ TITLE OR PROJECT RESPONSIBILITIES

List each name and responsibilities and include resume.

Schedule D. Price Proposal: Town of Provincetown Fiscal Years 2022-24

Instructions: Each blank must be filled in and the completed section must be signed.

Project Cost Itemization

Service	Price
FY 2022 Interim Update	
FY 2023 Interim Update	
FY 2024 Interim Update	
Total Price	
Project Costs are to be level funded at the Town' Request	

Per Diem Rates for Defense of Values:

The undersigned hereby agrees 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 STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A,

I, _____ of _____, whose principal place of business is located at _____, do hereby certify that the above-mentioned _____ has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. M.G.L. C. 62C, Section. 49A (b)

Signed under the penalties of perjury on this ____ day of _____, 2021.

Name of Contractor _____

By: _____

Title: _____

Personally appeared the above-named, _____, and being duly sworn, deposed and says that he/she is the person named therein, and who signed the foregoing, and that the statements therein are true.

(Notary Public)

My Commission Expires

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 _____, 2021.

Name of Contractor _____

By: _____

Title: _____

Personally appeared the above-named, _____, and being duly sworn, deposed and says that he/she is the person named therein, and who signed the foregoing, and that the statements therein are true.

(Notary Public)

My Commission Expires

ATTACHMENT C

CERTIFICATE OF AUTHORITY

(Corporations Only)

_____, 2021

At a meeting of the Directors of _____ duly called and held at _____ on the _____ day of _____, 20____, at which a quorum was present and acting, it was VOTED that _____ 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)

ATTACHMENT D. FY21 STATE CLASS TOTALS

ACCT / PROP TYPE	PARCEL COUNT	CLASS 1 Residential Assessed Value	CLASS 2 Open Space Assessed Value	CLASS 3 Commercial Assessed Value	CLASS 4 Industrial Assessed Value	CLASS 5 Personal Property Assessed Value
101	863	976,379,300				
102	2,674	1,389,909,320				
MISC.103,						
109	104	130,787,600				
104	195	228,815,700				
105	46	56,765,900				
111 - 125	53	73,918,600				
130-132, 106	146	27,808,300				
200 - 231	0		0			
300 - 393	377			335,924,300		
400 - 442	3				2,034,700	
450-452	1				220,400	
CH.61 Land	0	0				
CH.61A Land		0			0	
CH.61B Land		0			0	
012 - 043	173	97,167,104	0	150,108,796	0	
501	2,809					20,281,160
502	110					2,393,780
503	0	0				
504,550-552	1					11,174,900
505	2					2,412,900
506	0					0
508	4					958,630
TOTALS	7,561	2,981,551,824	0	486,033,096	2,225,100	37,221,370
REAL AND PERSONAL PROPERTY TOTAL VALUE						3,507,061,390
EXEMPT						238,322,300
EXEMPT COUNT						228