

TOWN OF NEW SALEM, MA
Request for Proposals
For Property Tax Assessment Services

The Town of New Salem (hereafter “the town” or “New Salem”) is seeking resumes, sample contracts and price proposals from qualified firms to provide the town with property tax assessment services. Due to the technical nature of the services required under the proposed contract, the town has determined that this procurement is best served by using the RFP process under Massachusetts General Laws, Chapter 30B. Such a process will enable the town to evaluate the experience of the contractor and his or her ability to carry out the town’s mandate of fair and equitable taxation. Because property tax assessment is an important component of the town’s overall financial health, it is important that the town have the ability to select the most advantageous proposal on the basis of both technical expertise and cost.

Proposals are due by 4:00 p.m. on Monday, May 6, 2024. Late proposals will not be accepted. Emailed or faxed proposals will not be accepted. The Town of New Salem is an Equal Opportunity/Affirmative Action Employer and encourages MBE/WBE firms to submit proposals. The town reserves the right to reject any or all proposals if deemed in the public’s best interest to do so.

For Further Information, Contact:
William Lafley, Board of Assessors
413-695-2730 phone
newsalemassessor@outlook.com

Property Tax Assessment Services Request for Proposals

The town of New Salem is requesting proposals from qualified consultants to provide the town with property tax assessment services. The Request for Proposal (RFP) process will enable the town to assign higher ratings to consultants who can demonstrate prior experience in providing similar services to other towns in the Commonwealth. Following receipt and review of the submitted proposals, interviews may be conducted prior to making the final selection.

All proposals shall at a minimum address the requirements which follow:

SCOPE OF SERVICES

Reporting to the Board of Assessors (“the board”), the selected firm will provide the following contractual services to the Town for fiscal years 2025, 2026, and 2027:

- a) provide comprehensive annual revaluation and DOR certification services; fiscal years 2025, 2026 and 2027 are interim adjustment years.
- b) prepare new growth revenue reports and obtain Department of Revenue certification of same;
- c) prepare for and appear at the annual tax classification hearing;
- d) interface with the Massachusetts Department of Revenue/Bureau of Accounts in securing tax rates for fiscal years 2025, 2026, and 2027, to include compiling tax recapitulation submissions and providing all assessment information;
- e) prepare the real estate and personal property billing files for the VADAR system, working with VADAR to insure the successful upload to the tax collection module;
- f) beginning in July 2024, make available to the town a qualified Associate Assessor to conduct the portions of the scope of duties typically handled by a Principal Assessor. Responsibilities include interacting with taxpayers, the Board of Assessors, its office staff, the Town Administrator, and various Town boards by providing assistance on matters of property valuation and taxation; inspect, review, and formulate recommendations on properties under abatement appeal; prepare reports for and interact with DOR; conduct sales verification and building permit inspections; assist with budget and Town meeting related tasks; set-up new tax accounts based on approved land divisions; conduct a comprehensive assessment-to-sale ratio study and various other analysis and field work associated with interim year valuation and quintennial recertification tasks;

- g) conduct inspections of all properties for which the town's building department has issued building permits.
- h) ensure that the records of the office, including maps and CAMA system records are maintained and current.
- i) prepare for and represent the Board of Assessors at all Appellate Tax Board hearings, serving as the town's expert on property tax valuation matters.
- j) meet with the Board of Assessors monthly, or additionally at their request,
- k) meet with other financial officers of the town in order to effectively coordinate and facilitate the town's financial affairs;
- l) Conduct periodic inspections to meet DOR minimum inspectional guidelines.
- m) And, assist the Town in such other capacities as the Board of Assessors may approve.
- n) Manage all aspects of personal property including Forms of List reviews and record updates;
- o) Administer all land classified under Chapter 61/61A/61B, including application review, taxpayer questions, and calculation of rollback tax penalties;
- p) Provide part-time clerical coverage in the form of regular Town Hall office hours of approximately one day or two half days per week to assist with taxpayer questions and concerns. Performs monthly reports, enter deeds, process motor vehicle abatements and senior exemption applications, perform abutters lists, and other daily tasks as required to run the office and assist the Board of Assessors and assigned Assessor.

The contracting firm will be responsible for all costs of employment including FICA, unemployment taxes, health insurance, retirement, training, and mileage.

MINIMUM QUALIFICATIONS

Proposers must be able to meet a set of minimum requirements in order to be considered "responsive" to the RFP, and therefore eligible for further rating based on the comparative evaluation criteria. If the proposer does not meet the minimum criteria, their proposal will be rejected without further review. The Town of New Salem reserves the right to reject any and all proposals if deemed in the best interest of the town. The Town's evaluators must answer YES or NO to each question below. The consensus evaluation for each question must be YES for the consultant to move to the next evaluation round.

New Salem seeks a firm with considerable tax assessment and administration experience to oversee the operations of the Assessors' office. All staff provided by the proposer must possess these minimum qualifications:

- a) have successfully completed the Massachusetts Department of Revenue Course 101 on property tax administration;
- b) supervising assessor will have at least ten years' experience as a principal assessor or equivalent within the Commonwealth of Massachusetts, and have worked simultaneously in two or more communities and demonstrated success in managing the affairs of multiple offices, hold a bachelor's degree in business administration, real estate, economics or similar field of study, successfully completed no less than 300 hours of specialized valuation and tax administration coursework through either the International Association of Assessing Officers (IAAO) or the Massachusetts Association of Assessing Officers (MAAO);
- c) associate assessor will have at least two years' experience as a mass appraiser, hold a real estate appraisal license or certification, hold a bachelor's degree, and have successfully completed no less than 80 hours of specialized valuation and tax administration coursework through either the International Association of Assessing Officers (IAAO), or the Massachusetts Association of Assessing Officers (MAAO);
- d) demonstrate at minimum two years' experience plus two years town revaluations with the Vision-CAMA system.

EVALUATION CRITERIA

In accordance with MGL Chapter 30B, an evaluation rating system will be applied to each of the criteria listed below for comparative evaluation of those proposals deemed to meet the minimum qualifications above. In keeping with the state's standardized procurement process, each of the following criteria will be ranked by reviewers using one of these three standards: non-advantageous, advantageous and most advantageous. Any proposal that receives a non-advantageous rating in any of the following criteria will not be considered for further review by the town. Proposers will then be ranked by adding the consensus rankings for all the criteria and the committee will decide which proposers it will interview. The following criteria will be used by the town's Proposal Evaluator Committee (the Board of Assessors) in evaluating the proposals:

1. Massachusetts business/resident:
 - Non advantageous – Lives or business office outside of Massachusetts
 - Advantageous – Lives or business office within 50 miles from New Salem
 - Most advantageous – Lives or business office within 25 miles from New Salem
2. Experience in Massachusetts providing contract assessment services:
 - Non advantageous – Less than or equal to ten years

- Advantageous – More than ten and less than fifteen years.
 - Most advantageous – Fifteen or more years
3. Experience working with multiple communities:
- Non advantageous – No experience working with multiple communities.
 - Advantageous – Experience working with two to three communities at one time.
 - Most advantageous – Experience working with more than three communities at one time
4. Computer Assisted Mass Appraisal Systems knowledge and experience:
- Non advantageous – No experience with the Vision-CAMA system
 - Advantageous – At least two years working with the Vision-CAMA systems
 - Most advantageous – At least five years working with the Vision- CAMA system
5. Geographic Information System experience and knowledge:
- Non advantageous – One to three years' experience
 - Advantageous – Four to seven years' experience
 - Most advantageous – Over seven years' experience
6. Conducted Residential and Commercial/Industrial Revaluations:
- Non advantageous – Conducted one or fewer revaluations of residential properties and not commercial/industrial revaluations.
 - Advantageous – Conducted two to three residential revaluations and at least one complete commercial/industrial revaluation.
 - Most advantageous – Conducted four or more residential revaluations and two or more commercial/industrial revaluations.
7. Prepared cases for and represented a municipality before the Appellate Tax Board:
- Non advantageous – Prepared for and represented municipalities in three or less Appellate Tax Board hearings.
 - Advantageous – Prepared for and represented municipalities in four to ten Appellate Tax Board hearings with at least three cases being commercial or industrial properties.
 - Most advantageous – Prepared for and represented municipalities in ten or more Appellate Tax Board hearings with at least five cases being commercial or industrial properties.

COST EVALUATION

For those responsive proposals that remain in contention after the technical evaluation, cost will be evaluated for the competitiveness of the cost proposal, and appropriateness of proposed cost to the proposed level of effort. Between or among proposals rated technically equal, the town would select the lowest cost equally rated proposal. However, the town will not necessarily award the contract to the lowest qualified bidder and, with appropriate justification and rationale, may select a proposal with a higher cost.

PROPOSED CONTRACT

The proposal will include a signed contract (attached) with appropriate attachments covering all of the substantive issues addressed in this RFP. The successful bidder's technical and price proposals will become an addendum to the contract. **The draft contract should not state the bid price but provide appropriate blanks for same. Remember, the price proposal is to be provided under separate cover.**

The town reserves the right to incorporate additional attachments before final signing. The contract is for a period to extend from July 1, 2024 through June 30, 2027, and is subject to appropriation by the town.

REFERENCES

The proposer should provide as a part of his or her proposal three (3) references, at least two (2) being from a community served as an assessor.

CONTENTS OF PROPOSALS

The proposer must include a cover letter, signed by an individual authorized to bind the firm, partnership, joint venture, etc. and containing at a minimum:

- A commitment of staff to perform on the project as described in the proposal
- A certification that no conflict of interest exists

To facilitate review, each proposal, at a minimum, must be organized as follows:

1. Technical proposal's scope of services
2. Qualifications
3. References

4. Proposal Price - Must be provided in a separately sealed envelope; see below.

PROPOSAL PRICE

In a separately sealed envelope, the proposal should include the total dollar amount to perform this work with costs broken down by fiscal year 2025, 2026 and 2027, and by major task or activity using the Scope of Services section of this RFP.

SUBMISSION/PROPOSAL DUE DATE

Proposals are due to the town no later than 4:00 p.m. on Monday, May 6, 2024 by mail or hand delivery to:

New Salem Board of Assessors
24 S Main Street
New Salem, MA 01355

Proposals must be submitted in a sealed envelope or box clearly marked on the outside:

“New Salem Property Tax Assessment Services”

No emailed or faxed proposals will be accepted.

Three (3) hardcopies of the technical proposal shall be hand delivered or mailed to the Assessor’s Office and received by the due date.

As previously stated, proposal price must be submitted in a separately sealed envelope, which may be included within the package including the technical proposals, in a separately sealed envelope. Price proposals will be securely kept sealed and separate, and not disclosed to the selection panel (Board of Assessors) until it has completed evaluation of the proposed contracts.

- **Clarification** - Questions/requests for clarification will be accepted until 12:00 p.m. on Monday, May 6, 2024. They shall be directed to William Lafley, Chair Board of Assessors in a written format by email at newsalemassessor@outlook.com to all substantive questions will be put in writing and supplied to all parties who have received a copy of the RFP, either by fax, mail or email.
- **Revisions** – If the Assessors determine that it is necessary to change any part of this RFP or provide additional information or clarifications, an addendum will be issued and furnished to each prospective respondent who has received a copy of this RFP.
- **Withdrawal of Proposals** – Proposals may be withdrawn by written request up until the deadline for submission of proposals.
- **Late Proposals** – Late proposals will not be accepted.
- **Amendments to Proposals** – Proposals may be amended up until the deadline for submission of the proposals. Amendments must be submitted sealed and in writing, clearly stating the changes to the proposal.

- **Proposals are Firm Offers** - Proposals responding to this RFP are considered firm and may not be withdrawn after 4:00 p.m. on Monday, May 6, 2024. Proposed prices must be firm for 90 days from the date the proposal is due, and will be bound by a Contract for Professional Services thereafter.
- **Expenses** – All expenses associated with preparing and submitting proposals, including any interviews shall be the responsibility of the proposer.
- **Laws/Regulations** - The successful proposer shall comply with all federal, state and local laws and regulations pertaining to the performance of the contract.
- **Return of Proposal Materials** – One copy of the proposal must be retained by the town of Bolton; however additional copies of the proposal may be retrieved by proposers not selected for project after contract award.
- **Contract Award** – The responsive proposals will be reviewed in May, 2024, with the intent being to recommend to the Town Administrator the firm to award the Contract by early June, 2024.

**STANDARD GENERAL CONTRACT FOR
PROFESSIONAL SERVICES**

Agreement effective the _____ day of _____ 20____ by and between the TOWN OF New Salem, 23 S Main Street, New Salem, MA 01355, a duly existing municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen or its Town Administrator as signed below, with no personal liability to themselves hereinafter referred to as the "Town" and (name & address)

_____ hereinafter referred to as the "Contractor".

RECITALS

WHEREAS the Contractor will furnish the Town with PROFESSIONAL SERVICES and;

WHEREAS the Town desires to obtain such from Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of this contract that a formal agreement should be executed, by the Contractor and Town, evidencing the terms of the award.

NOW THEREFORE in consideration of the mutual covenants contained the parties agree as follows:

ARTICLE I: Contractor shall furnish Town with: _____

subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the specifications, instructions to bidders and related documents, which if attached hereto are shown as lettered Exhibit(s) _____ and which are incorporated herein by reference, for the sum equal to the aggregate purchase price of that described above to be furnished by Contractor at the price of and rates specified in the proposal, in the amount of \$_____ which if also attached hereto is shown as Exhibit _____ and which is incorporated herein by reference.

ARTICLE II: Contractor shall commence the performance of this contract within _____ days of receiving written notice to proceed and shall have completed the work on or before _____ days after notice was received.

ARTICLE III: Contractor covenants and agrees to faithfully perform all of its obligations under this agreement and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession.

ARTICLE IV: In addition to any other warranties or guarantees in any documents incorporated herein by reference, Contractor warrants that what is being provided, described above in Article I, as the subject matter of this contract, is fit for the use or purpose intended. Contractor further certifies the

suitability, professionalism and capability of all individuals employed to furnish any services specified in Article I above.

ARTICLE V: The contractor shall purchase and maintain such insurance as will protect it and the Town from claims which arise out of or result from the Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance required shall be with a company authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Town, and shall be written for limits of the liability satisfactory to the Town, and shall include, in addition to the insurance requirements stated in the RFP, insurance in the following amounts:

LIABILITY - \$1,000,000 MINIMUM

UMBRELLA -\$1,000,000 MINIMUM

WORKER'S COMPENSATION - per statutory requirements

Certificates of Insurance acceptable to the Town, naming the Town as an additional insurer, shall be submitted to the Town simultaneously with the execution of the Contract.

ARTICLE VI: The Town has waived the cost of the building permits if required for this project. All permits must still be obtained by the appropriate Contractors as normally required.

ARTICLE VII: This project is Tax Exempt. The tax exemption number will be furnished to the General Contractor by the Owner after award of the contract.

ARTICLE VIII: Termination/Right to Stop Work. The Town may terminate this contract if (a) any material misrepresentation is made by the contractor; (b) any failure by the Contractor to perform any of its obligations under this contract, including but not limited to, the following: (i) failure to commence performance of this contract at time specified due to a reason or circumstance within the Contractor's reasonable control; (ii) failure to perform this contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this contract within the specified time due to a reason or circumstance within the Contractor's reasonable control; (iii) failure to perform this contract in a manner reasonably satisfactory to the Town; (iv) failure to promptly re-perform, within reasonable time, the services that were rejected by the Town as erroneous or unsatisfactory; (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control; (vi) failure to comply with a material term of this contract; and, (vii) any other acts specifically and expressly stated in this contract as constituting a basis for termination of this contract.

The Town may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the Town. The Town may terminate this Contract at any time, with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail, to the usual place of business of the other party.

ARTICLE IX: Damages - From any sums due to the Contractor for performance of this contract, the Town may keep for its own the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of the need to hire a third party to perform the work required by

this contract, including the cost of labor and equipment as a result of any event of default, failure, omission or mistake of the Contractor in performing the work as provided in this Contract.

It is further agreed by the Contractor that, in the event the Town is sued in a court of law or equity, or demand is made upon the Town for payment of any damages arising out of any errors or omissions on behalf of the Contractor, or the Contractor's performance or non-performance of this Contract, then the Contractor, without reservation, shall indemnify and hold harmless the Town against any and all claims arising out of the Contractor's performance or non-performance of the Agreement.

ARTICLE X: Governing Ordinances and Laws - This contract is made subject to all the laws of the Commonwealth and the By-laws of the Town and if any such clause thereof does not conform to such Laws or Bylaws, such clause shall be void (the remainder of this Contract shall not be affected) and such Laws or By-laws shall be operative in lieu thereof.

ARTICLE XI: Equal Opportunity: The Contractor, in the performance of all work under this contract, will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XII. Assignability: The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the Town.

ARTICLE XIII. Notice: Any notice to be given by either party to the other shall be deemed duly given if mailed, via certified mail, return receipt requested, as follows:

In the case of the Town to:

In the case of the Contractor to:

ARTICLE XIV. Amendments: This contract represents the entire agreement between the parties and the terms of this contract may not be altered or amended except by writing by the parties with the same formalities as this agreement.

ARTICLE XV. Severability: If any provision of this Agreement or any portion of such provision shall be held invalid or illegal, then the remainder of this Agreement or the remainder of such provision shall not be affected thereby.

ARTICLE XVI. Interpretation of Specifications and Contract Requirements: A decision of interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work by the Contractor, shall be made promptly and, in any event, no later than thirty days after the written submission for decision by the Town, but if such decision requires extended investigation and study, the Town shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE XVII. Indemnification: The Contractor hereby assumes the entire responsibility and liability for any and all injuries to, or death of, all persons, including the Contractor’s employees, and for any and all damage to property caused by, resulting from, or arising out of, any act, omission or neglect on the part of the Contractor or anyone directly or indirectly employed by the Contractor.

ARTICLE XVIII: The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this agreement, all such contracted sums.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this Agreement on the _____ day of _____, 20____.

Availability of Funds:

Town Accountant

Town of New Salem by its
Board of Selectmen or Town Administrator
Date of Board Vote (if any) _____

As to Form:

Town Counsel

Contractor:

Witness

Signature

Print

Title

Corporate Seal

TOWN OF NEW SALEM

MASSACHUSETTS

Stowell Building, 19 S Main Street, New Salem, MA 01355
Phone 978- Fax 508-

NON-COLLUSION STATEMENT

The undersigned proposed has not divulged to, discussed or compared his/her proposal with other proposers and has not colluded with any other proposer or parties to the proposal whatever.

THIS PROPOSAL SUBMITTED BY:

COMPANY: _____

ADDRESS: _____

CITY and STATE: _____

TELEPHONE NO.: (____) _____

PROPOSER MUST SIGN THE FOLLOWING IN INK:

BY: _____

PLEASE PRINT NAME AND TITLE OF SIGNER BELOW:

NAME: _____

TITLE: _____

NAME, SIGNATURE AND COMPANY MUST BE THE SAME ON EACH OF THE FOLLOWING PAGES OF THE PROPSAL AS THEY APPEAR ABOVE.

INDICATE WHICH TYPE OF ORGANIZATION BELOW:

INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION _____ OTHER _____

TOWN OF NEW SALEM

MASSACHUSETTS

Stowell Building, 19 S Main Street, New Salem, MA 01355

Phone 978-544-63 Fax 508-779-5461

REQUIRED CERTIFICATIONS

1. **Certification of Good Faith.** Pursuant to section 10 of chapter 30B of the general laws, (and the Town's policy for all contract pursuant to MGTL c. 30.39M or c. 149.44a-H) the following certificate must be completed and attached to the bid or proposal:

The undersigned certified under the 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 work "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

SIGNED: _____
Name of person signing bid or proposal

TYPED: _____

DATE: _____

2. **Certification that State Taxes are Filed and Paid:** Pursuant to section forty-nine A of Chapter sixty-two C of the General Laws, the following certification must be completed and attached to the bid or proposal:

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law. My social security number (voluntary) or Federal Identification number is: _____.

By: _____ By: _____
Signature of Individual/Corporate Name (Mandatory) Corporate Officer
(Mandatory, if applicable)
Date: _____

Approval of a contract or other contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filings or tax payment obligations. Providers who fail to correct non-filing or delinquency will not have a contract or other agreement issued, renewed or extended.

3. **Certificate of Non-Conflict of Interest:**

The undersigned certifies under penalties of perjury that no official or employee of the governmental body for which the attached solicitation is proposed is peculiarly interested in this proposal or bid or in the contract which it offers to execute or in expected profits to arise there from; and further that no official or employee of said governmental body will receive an commission, discount, bonus, gift, contribution, or received from or share in the profits of any person making or performing such contract. As used in this certification, the work "person: shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Signed: _____ Date: _____
Name of Person signing bid or proposal

Typed: _____
Name of Business