

**REVALUATION PROGRAM
FOR ALL REAL PROPERTY IN
THE TOWN OF DEDHAM, MASSACHUSETTS
AS OF REVALUATION DATE JANUARY 1, 2015**

SECTION #1 PROPOSAL REQUIREMENTS

The Town of Dedham, Massachusetts acting through its' Board of Assessors is accepting sealed proposals from all interested contractors for the revaluation of all real property values in the Town of Dedham for implementation in Fiscal Year 2016.

Sealed proposals will be received and registered in the Town Managers Office, Room #209, until February 6, 2015 at 3:00PM.

The specific services to be provided, is to conduct a revaluation of all real property parcels on the Vision Appraisal Software.

Contractors must be willing and able to address, and provide evidence of their ability to complete, this valuation assignment in order to be deemed responsive.

The Town of Dedham reserves the right to reject any and all proposals or to waive any informalities in the proposals, if it appears to be in the best interest of the Town.

Contractors shall submit separate price and non-price (or technical) proposals. The price proposal that is 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 in order to be considered responsive. The non-price proposal shall also be signed, placed in a separate envelope, and sealed.

Both the envelopes containing the price and the non-price proposals must be marked with the contractor's name, date of opening, description of proposal, and either PRICE PROPOSAL OR NON-PRICE PROPOSAL.

A bidder may correct, modify or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received in the Office of the Board of Assessors prior to the time and date set forth for proposal submission.

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

1. A letter of transmittal signed by the individual authorized to negotiate for and contractually bind the contractor stating that the offer is effective for at least thirty (30) calendar days from the deadline for the submission on proposals.
2. A copy of financial statements for the contractor's most recent Fiscal Year and the Assessors reserve the right to request additional information relative to the contractor's financial stability.
3. A list of the municipalities for which the contractor has provided revaluation services, the services that were provided, fiscal years and client contacts.
4. Written assurances that the contractor has a complete knowledge and understanding of Department of Revenue certification requirements and that all work performed shall reflect those requirements.

**SECTION #2
SCOPE OF SERVICES**

The Board of Assessors is required to complete a valuation update for Fiscal Year 2016, assessment date January 1, 2015. The contractor will value all real property as included in the following categories:

REAL PROPERTY	
PROPERTY TYPE	PARCEL COUNT
101	6,588
102	592
Misc. 103-109	22
104	520
105	51
111-125	51
130-132, 106	316
200-231	0
300-393	299
400-442	55
CH.61 Land	3
CH.61A Land	1
CH.61B Land	2
012-043	79
TOTAL	8,579
TOTAL	8,579

The Town of Dedham's most recent triennial value update occurred in Fiscal 2013 followed with interim year adjustments for FY 2014 and FY2015. The Contractor will be responsible to update the Fiscal 2016 Real Property Values. The Contractor will be responsible for gathering and inputting appropriate information necessary to generate Fiscal 2016 values utilizing the Vision Software.

The services to be provided relative to this project include, but are not limited to, the following:

- Determine the full and fair cash value of all property so described and its usage classification as defined in Chapter 59 of the General Laws of the Commonwealth of Massachusetts. This will include all supporting documentation
- All valid arms length sales occurring over a two year period will be analyzed and all sales ratios and coefficient of dispersion's will be developed and documented by neighborhood, class, sales year and style.
- Assisting the Board of Assessors in the determination of the new growth, including the construction of the growth report.
- Unlimited hours of telephone support and inquiry at no additional charge.
- All income and expense information will be analyzed for all income producing properties, commercial, industrial, apartments and mix use properties.
- A 50% field review of all new values will be conducted.
- All building base rate costs will be adjusted on residential, commercial, mix use and industrial properties.
- New land values will be set by neighborhood with considerations for zoning on both residential and commercial properties.
- New market rates will be set and capitalization rates will be developed.
- The land residual analysis will be documented for DOR certification.
- All valuation updating work will meet the certification requirements of the DOR.

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

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, 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 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.
- D. The Town shall continuously and currently update the information referred to in this section as of January 1st assessment date.
- 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 the Requests for Income and Expense Data, and for the mailing of the “Impact Notices” and any other taxpayer notifications including Sales Verification Questionnaires.
- 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.

Responsibilities of the Contractor

Fiscal 2016 Residential and Condominiums:

1. Sales Analysis and Valuation 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 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.

Review and re-value, as required, all condominiums. This shall include an analysis of all sales and offerings, and constructing detailed Market approach model. A narrative summary of findings and recommendations shall be delivered to the Board of Assessors.

2. Field Review:

A valuation field review shall be performed.

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 DOR all necessary LA Forms. Must attend all meetings with the Bureau of Local Assessment Certification Representative.

Fiscal 2016 CIM and Exempt:

4. 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 Discounted Cash Flow Analysis shall be performed on all properties with high vacancy. A field review of all sales, offerings and properties where income data was obtained shall be performed prior to any analysis. The results of these analyses shall be submitted to the Town bound and indexed with conclusions and recommendations as to the existing land pricing and market adjustments, Economic Rents, Capitalization Rates, and Vacancy and Expense ratios.

A specialized valuation model which values Assisted Living and Nursing Home facilities shall be utilized. This model will include the Income and Market approaches to value. The Market Data Approach will require regional research and development of market derived Gross Rent Multipliers, capitalization rates, and per unit values.

5. Field Review:

Perform a valuation field review of all CIM Parcels to verify consistency of the application of the valuation models and the square foot and unit values by class of property.

6. 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 DOR all necessary LA Forms. Must attend all meetings with the Bureau of Local Assessment Certification Representative.

7. New Growth Calculation and DOR Forms Production:

Tabulate and produce the following DOR forms: LA-4, and LA-13.

8. Abatement Review:

Perform a preliminary review of all application for abatement including field inspections as required and make recommendations to the Board of Assessors.

Term Of Agreement

The parties' obligations under this Agreement shall commence and continue according to the PROJECT TIMETABLE attached hereto as set forth in Section #3.

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.

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 Assessors. 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. All monthly progress reports and work completed are subject to the review of the Massachusetts Department of Revenue for certification purposes.

B. The contractor shall present the Town with a monthly written invoice within a reasonable time following the month billed.

Defense Of Values

It is expressly agreed and understood that "Defense of Values" is not included in the fixed fee of this Agreement; except as provided for hereunder, the contractor agrees that, if a property owner, or his authorized representative, takes legal action to obtain a reduction of any appraised value recommended by the contractor, that the contractor will provide expert witnesses to represent the Town at appeals to the Appellate Tax Board. This service would be provided at a per diem basis.

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.

**SECTION #3
PROJECT TIMETABLE**

The following schedule will be utilized in evidencing the proposed timetable:

<u>Project Phase</u>	<u>Date From</u>	<u>Date To</u>	<u>Project Staffing</u>
Project Start-up			
Sales Inventory Collection			
Sales Analysis			
Income & Expense Analysis			
Valuation Testing			
Valuation			
Residential Field Review			
C & I Field Review			
Assessors Review			
Preliminary Certification Review			
Public Disclosure of Values			
Final Certification Review			
Project Completion			

SECTION #4 PROJECT STAFFING

- A. The Contractor must set forth the project staffing to be utilized on this project. At a minimum, the Contractor shall address the following levels:

Project Director
Senior Residential Appraiser
Senior Commercial and Industrial Appraiser
Appraisers

- B. Each individual, their project duties, the number of work days each will spend on this project and on other projects in which the contractor will be concurrently involved must be broken down into the following categories:

Name
Title
Project Responsibilities
Man Hours This Project
Man Hours Other Projects

- C. The qualifications of each individual set forth above will be provided to the Town by submitting full resumes, which must include prior work experience, dates, positions, responsibilities for each employer, education and professional affiliations.
- D. 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.
- E. 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 contractors staffing as outlined in the proposal will be subject to the approval of the Town. The Town shall notify the contractor within fifteen (15) business days of the acceptance or rejection of any staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced.

SECTION #5 DELIVERABLE PRODUCTS

In addition to the products and services listed herein, 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 appropriate phase of or at the conclusion of the project, as required by the Assessors. The documents, reports, records, data and other materials shall include the following deliverable products:

1. All materials and documentation used in the development of land values; rents, expenses, and capitalization rates; cost trends and market adjustment factors.
2. All sales ratio and statistical analyses developed and used on the project.
3. Documentation of procedures and valuation formula used on the project.
4. An opinion of the full and fair cash value of all properties appraised as of January 1, of the assessment year.
5. Completed System Models that produce the values installed on the Towns' computer system where applicable.

MINIMUM EVALUATION CRITERIA

Contractors must meet all provisions of the criteria set forth below in order 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 Criterion.

- (1) The Contractor must have a staff of at least 10 full-time, non-clerical individuals dedicated to providing revaluation services.
- (2) The Timetable, as proposed, must evidence project a completion date on or before September 30, 2015.
- (3) The proposed Project Director must have at least twenty five years experience in a Project Director or Project Supervisor capacity with a revaluation firm.

COMPARATIVE EVALUATION CRITERIA

Contractors who satisfy all provisions of the Minimum Evaluation Criteria, as set forth herein will be evaluated by 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) Non Advantageous
- C) Advantageous
- D) Highly Advantageous

- (1) Contractors experience with other revaluation programs in Massachusetts.
 - A) Unacceptable:
No experience in Massachusetts.
 - B) Not Advantageous:
Less than five successful revaluations in Massachusetts.
 - C) Advantageous:
More than five, but less than ten successful revaluations in Massachusetts.
 - D) Highly Advantageous:
Ten or more successful revaluations in Massachusetts.

- (2) Contractors ability to utilize existing database and appraisal system. The Town of Dedham utilizes the Vision Software.
 - A) Unacceptable:
Less than five successful revaluations using appraisal software.
 - B) Not Advantageous:
More than five, but less than ten, successful revaluations using appraisal software.
 - C) Advantageous:
More than ten successful revaluations utilizing appraisal software, of which at four were performed on the Vision Software over the past three years.

- D) Highly Advantageous:
More than ten successful revaluations utilizing appraisal software, of which at four were performed on the Vision Software over the past three years, including at least two revaluations performed specifically in the Town of Dedham.
- (3) Qualifications and experience of staff to be assigned to this revaluation assignment.
- A) Unacceptable:
Revaluation experience of some of the staff as Senior Commercial and Industrial Appraiser.
 - B) Not Advantageous:
Revaluation experience of all of the staff as Senior Commercial and Industrial Appraiser.
 - C) Advantageous:
Revaluation experience of all of the staff as Senior Commercial and Industrial Appraiser and direct experience on the Vision Software as utilized by the Town of Dedham, on at least four communities.
 - D) Highly Advantageous:
Revaluation experience of all of the staff as Senior Commercial and Industrial Appraiser and direct experience on the Vision Software as utilized by the Town of Dedham, on at least four communities, with two revaluations specifically being for the Town of Dedham.
- (4) Qualification and experience of the Project Director
- A) Unacceptable:
Less than five years experience in a Project Director or Project Supervisor capacity.
 - B) Not Advantageous:
More than five but less than ten years experience in a Project Director or Project Supervisor capacity.
 - C) Advantageous:
More than ten but less than twenty-five years experience in a Project Director or Project Supervisor capacity.

- D) Highly Advantageous:
More than twenty-five years experience in a Project Director capacity.

(5) Experience of the Contractor

- A) Unacceptable:
Less than five years in providing revaluation services in Massachusetts.
- B) Not Advantageous:
More than five years but less than ten years experience in providing revaluation appraisal services in the Commonwealth.
- C) Advantageous:
More than ten years experience in providing revaluation services within the Commonwealth.
- D) Highly Advantageous:
At least twenty-five years experience in providing revaluation services within the Commonwealth.

PRICE PROPOSAL

This form will be used by the Contractor as their Price Proposal, for the purposes of compliance with Chapter 30B of the Massachusetts General Laws. Contractors must fill out the form in its' entirety and submit it in a separate envelope as their Price Proposal.

Fiscal 2016 Real Property Revaluation \$_____

Optional Costs:

C & I Building Permits \$_____/permit

The undersigned agrees to furnish the Town of Dedham with the entire project as detailed in the Request for Proposals at the price as evidenced above:

Company _____

Authorized Signature _____

Name and Title _____

Date _____

Non-Collusion Form and Tax Compliance Form

Vendors submitting a bid or proposal to provide supplies or services to the Town, or to purchase supplies from the Town, must complete and submit the following certification of non-collusion and tax compliance with the bid.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal

Name of business

I. Additional Contract Terms and Conditions

A. *Indemnification*

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

B. *General Legal Compliance*

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

C. *Assignment of Contract*

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

D. *Ownership of Information*

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

E. *Insurance*

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

F. *Termination of Contract*

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

delivered to it. The contractor shall be entitled to receive just compensation for any work performed under any agreement completed prior to the date of termination which is determined by the Town to be satisfactory.

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

G. Conflict of Interest

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

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

H. Personnel

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

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