
TOWN OF LANCASTER,
MASSACHUSETTS
Request for Proposals
For
Property Tax Assessment Services
RFP-2023-0501

OVERVIEW AND PROPOSAL FORMAT

Introduction

The Town of Lancaster (hereafter "the Town" or "Lancaster") is seeking proposals from qualified firms to provide the Town with property tax assessment services; such services being described below. 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, Sections 5 & 6. 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 under the direction of the Board of Assessors. Because property tax assessment is an important component of the Town's overall financial management, it is important that the Town have the ability to select the most advantageous, responsible and responsive proposal, taking into consideration both price and non-price proposals.

Each proposal shall consist of a non-price proposal and a price proposal. The non-price proposal and price proposal must each be enclosed in a separate, sealed envelope marked, "PRICE PROPOSAL" or "NON-PRICE PROPOSAL," along with the title of this RFP, "RFP-2023-0501 PROPERTY TAX ASSESSMENT SERVICES." Each sealed envelope must then be sealed, together, in a third sealed envelope for delivery or mailing. The third envelope must also be marked, "RFP-2023-0501 PROPOSAL FOR PROPERTY TAX ASSESSMENT SERVICES" and indicate the Proposer's name and address. Failure to properly mark and deliver proposals may result in the rejection of the proposal.

The Town reserves the right to reject all proposals and to postpone or cancel the awarding of a contract for any and all reasons, but especially if price proposals exceed available funding.

Proposal Deadline, Questions, Format and Other Requirements

DUE DATE FOR SUBMITTING PROPOSALS is:
June 20, 2023 AT 12:00 pm (EDT).

Proposals must be delivered no later than the specified time to:

**Kate Hodges, Town Administrator
Chief Procurement Officer
Town of Lancaster
701 Main Street, Second Floor, Lancaster, MA 01523**

Late proposals will not be accepted and will be discarded with electronic notice to the parties. Proposed prices must be held and honored from forth-five (45) days from the date the proposals are due.

There will be no public opening of proposals. Proposals will not be made public until after the Town has completed its evaluation of the proposals. Price proposals will be securely kept by the Town Assessor's Office and not disclosed until evaluation of proposals is complete.

Questions concerning this RFP should be submitted in writing by: **June 15, 2023**

Written responses to any questions that the Town determines are relevant to all prospective proposers will be provided to all individuals that received the RFP in the form of “addenda” to this RFP.

The Town shall not be responsible for proposals arriving late due to couriers, deliveries to the wrong location, express mailing services etc., or any reason whatsoever. Postmarks will not be considered.

Any proposal may be withdrawn, upon written request received prior to the time fixed for the submission of proposals.

The successful proposer shall comply with all federal, state and local laws and regulations pertaining to the performance of the contract.

The Lancaster Town Administrator, as Chief Procurement Officer, shall unconditionally accept a proposal without alteration or correction, except as provided in this paragraph. An offeror may correct, modify, or withdraw a proposal by written notice received in the office designated in the request for proposals prior to the time and date set for the receipt of proposals. After receipt of proposals, an offeror may not change the price or any other provision of the proposal in a manner prejudicial to the interests of the governmental body or fair competition. The Town Administrator shall waive minor informalities or allow the offeror to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the Town Administrator shall correct the mistake to reflect the intended correct proposal and so notify the offeror in writing, and the offeror may not withdraw the proposal. An offeror may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

The Lancaster Town Administrator shall designate the individual or individuals responsible for the evaluation of the proposals on the basis of criteria other than price (see further below in this RFP). The designated individuals shall prepare their evaluations based solely on the criteria set forth in the request for proposals. Such criteria shall include all standards by which acceptability will be determined as to quality, workmanship, results of inspections and tests, and suitability for a particular purpose, and shall also include all other performance measures that will be utilized.

The Town Administrator shall determine the most advantageous proposal from a responsible and responsive offeror taking into consideration price and the evaluation criteria set forth in the request for proposals. The Town Administrator shall award the contract by written notice to the selected offeror within the time for acceptance specified in the request for proposals. The parties may extend the time for acceptance by mutual agreement. The Town Administrator may condition an award on successful negotiation of the revisions specified in the evaluation of the proposal (if any) and shall explain in writing the reasons for omitting any such revision from a plan incorporated by reference in the contract.

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 2024, 2025 and 2026. The services to be provided are as follows:

1. Assist the Principal Assessor in the operations of the office by providing regular consultation via scheduled in-office meetings and work sessions, telephone, and e-mail collaboration;
2. Prepare, in conjunction with the Principal Assessor, an annual assessment calendar detailing the various assessment tasks to be carried out by the office with proposed completion dates;
3. Assist the Principal Assessor with the preparation of all Department of Revenue (DOR) reports, surveys, and data submittals including the annual tax recapitulation; processing and evaluation of local real estate appeals;
4. Make available to the Town a qualified associate assessor to assist the office for minimum of days in a year (to be specified in your response) in order to sufficiently conduct tasks as determined by the Scope of Services. Duties shall include but are not limited to interacting with taxpayers, the Board of Assessors, Finance

Director, and various Town boards by providing assistance on matters of property valuation and taxation; inspect, review, and formulate recommendations for properties under abatement appeal; prepare DOR reports as needed, and as requested by the Principal Assessor; update valuation tables for buildings and land; lay the groundwork for the interim year revaluations; conduct comprehensive assessment-to-sale ratio studies;

5. Conduct the fiscal years 2024, 2025 and 2026 interim property valuations by inspecting and validating market sales, and conducting an assessment-to-sale ratio study to determine the level and uniformity of standing assessments, revising CAMA tables in order to keep assessments in compliance with DOR regulations;
6. Conduct all mandatory Commercial/Industrial Property inspections;
7. Review assessor CAMA software system accounts to ensure that records are properly configured and that resulting valuations reasonably estimate fair market valuation;
8. Assist the Principal Assessor in completing those portions of the Town's annual recap for which assessment information is recorded, including forms LA-3, LA-4, LA-5, LA-10, LA- 13, including calculating new growth valuation OL-1 and Page 1;
9. Prepare for and represent the Board of Assessors at the Select Board meeting for the annual tax classification hearing each fiscal year;
10. Interface with the public and assist with all valuation related questions;
11. Review all real estate abatement applications, inspect, and prepare recommendations to the Board of Assessors on suggested actions relative thereto;
12. 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;
13. Assist the Town in such other capacities as the Board of Assessors may approve;
14. Provide sufficient, consistent, qualified staff specifically assigned to Lancaster to fulfill all tasks listed above in this Scope of Services.

The Lancaster Town Administrator, as Chief Procurement Officer, shall not open the proposals publicly, but shall open them in the presence of one or more witnesses at the time specified in the request for proposals.

Notwithstanding the provisions of G.L. c. 4, § 7, until the completion of the evaluation of proposals, or until the time for acceptance specified in the request for proposals, whichever occurs earlier, the contents of the proposals shall remain confidential and shall not be disclosed to competing offerors. At the opening of proposals, the Town Administrator or her/his designee shall prepare a register of proposals that shall include the name of each offeror and the number of modifications, if any, received. The register of proposals shall be open for public inspection. The Town Administrator may open the price proposals at a later time, and shall open the price proposals so as to avoid disclosure to the individuals evaluating the proposals on the basis of criteria other than price.

Non-Price Proposal Contents

Non-price proposals must include:

1. Five copies of proposer's resume;
2. All documentation and information necessary or appropriate to demonstrate that proposer meets the qualifications set forth in the sections below entitled "Minimum Qualifications" and "Evaluation Criteria";
3. Completed and signed certificates, included in this RFP, i.e., Certificate of Non-collusion; Certificate of Tax Compliance; and Certificate of Non-Discrimination and Affirmative Action.

Price Proposal Contents

Proposer's price proposal shall take the form of a one-page document, prepared by the proposer, stating (i) the total lump sum ANNUAL amount to be paid for each year of the proposed three-year contract, and (ii) the TOTAL three-year amount (i.e., the annual amount multiplied by three years) for all three years of the proposed contract. Such amount shall constitute full payment for all services set forth in and

reasonably inferable from this RFP, all of which services the selected proposer shall be required to perform. Such amounts shall be invoiced on a monthly basis.

Minimum Qualifications

Lancaster seeks a vendor with considerable tax assessment and administration experience to oversee the operations of the Assessors' Office. All staff provided by the proposer will possess these minimum qualifications, and proposers must include in their non-price proposals documentation and information demonstrating that they possess such qualifications, failing which the proposal may be rejected. If a proposer fails to meet the minimum qualifications, it shall not be permitted to have its proposal evaluated in accordance with the evaluation criteria set forth further below in this RFP:

1. Have successfully completed the Massachusetts Department of Revenue Course 101 on property tax administration;
2. Supervising assessor (senior 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);
3. Associate assessor will be an experienced mass appraiser 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);
4. Demonstrate considerable experience with the CAMA (computer assisted mass appraisal) system utilized by the Town [tyler technologies iasWorld].

Evaluation Criteria

All proposals will be evaluated by the board, or their designee based upon the ability of the respondent to meet the specifications outlined herein and to determine if all criteria required in this proposal have been met. The ability of the respondent to meet contracted requirements will also be considered, as well as the capability, integrity and reliability of the respondent to meet contract regulation. In accordance with MGL Chapter 30B the proposals submitted will be reviewed and rated on a scale consisting of non-advantageous, advantageous and highly advantageous. Proposers will then be ranked by adding the consensus rankings for all the criteria.

1. Massachusetts business/resident:
 - Non-advantageous -Lives or business office outside of Massachusetts
 - Advantageous—Lives or business office within 50 miles from Town
 - Highly advantageous -Lives or business office within 25 miles from Town
2. Experience in Massachusetts providing contract assessment services:
 - Non-advantageous -Less than or equal to five years
 - Advantageous -More than five and less than ten years
 - Highly advantageous -Ten 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
 - Highly advantageous -Experience working with more than three communities at one time
4. Computer Assisted Mass Appraisal Systems knowledge and experience:
 - Non-advantageous -No experience
 - Advantageous -At least 5 years
 - Highly advantageous -At least 10 years
5. Geographic Information System experience and knowledge:

- Non-advantageous – One to three years' experience
 - Advantageous -Four to seven years' experience
 - Highly 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
 - Highly 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 fewer 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
 - Highly advantageous -Prepared for and represented municipalities in ten or more Appellate Tax Board hearings with at least five cases being commercial or industrial properties.
 8. Contract Price Point(s)
 - Non-advantageous – Price Proposal is greater than amount budgeted for services.
 - Advantageous – Price proposal is equal or exceeds the amount budgeted by no greater than four percent (4%)
 - Highly advantageous – Price proposal is below budgeted amount for services.

Proposed Contract: Insurance, Assigned Personnel

Included in this RFP is a form of contract. The successful offeror shall sign a contract in substantially the form of such contract.

The contract is for a period to extend from on or about July 1, 2023 and ending June 30, 2026.

The successful proposer shall be required to obtain insurance satisfying the requirements set forth in the form of contract included in this RFP, and shall, before execution of the contract, provide satisfactory evidence of such insurance.

Should it become impossible for a contractually committed individual to complete his/her required duties, for a reason such as termination of employment, any change in the Contractor's staffing as outlined in the proposal will be subject to the approval of the Town. Any substituted person must be of an experience level equal to or greater than the person being replaced.

References

Proposers presently serving other municipal clients are asked to submit the names of those clients, relevant experience, the length of time they have been providing service in the municipality, the type of staff assigned, and a contact person for reference purposes.

Proposers are requested to provide a company organizational chart or business plan.

CERTIFICATE OF TAXES/TAX ATTESTATION

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that the undersigned entity has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Social Security Number or
Federal Identification Number

Signature of Individual, or
Corporation Name

By:

Corporate Officer & Title (if applicable)

AFFIX CORPORATE SEAL

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, or
Corporation Name

By:

Corporate Officer & Title (if applicable)

AFFIX CORPORATE SEAL

COMPLIANCE CERTIFICATION

Qualification and Taxes: The Contractor represents that it is qualified to perform the services required under this contract and possesses or shall obtain all requisite licenses and permits.

Pursuant to MGL C.62C, S.49A, under the penalties of perjury that, to the best of its knowledge and belief, the Contractor complies with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Employment Security Contributions and Compulsory Workers' Compensation Insurance: Pursuant to MGL C.151A, S.19 and MGL C.152, the Contractor certifies compliance with all laws of the Commonwealth relating to payments to the Employment Security System and all Commonwealth laws relating to required worker's compensation insurance policies.

(Signature)

(Name of Person Signing Proposal)

(Name of Business)

NON-DISCRIMINATION AND AFFIRMATIVE ACTION CERTIFICATION

The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to, the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 35, as amended; 29 USC S.791 et. seq.; Executive Orders 227, 237, 246; MGL C. 151B; and MGL C. 272, S. 92A, S98 et.seq., and any amendments to these provisions. Pursuant to Executive Orders 227 and 246, the Contractor is required to take affirmative actions designed to eliminate the patterns and practices of discrimination including providing written notice of its commitment to non-discrimination to any labor association with which it has an employment agreement, and to certified minority and women-owned businesses and organizations or businesses owned by individuals with disabilities. The Town of Lancaster shall not be liable for any costs associated with the Contractor's defense of claims of discrimination.

(Signature)

(Name of Person Signing Proposal)

(Name of Business)

AGREEMENT FOR PROPERTY TAX ASSESSMENT SERVICES

The following provisions shall constitute an Agreement between the Town of Lancaster, acting by and through its Town Administrator, hereinafter referred to as "Town," and _____, with an address of _____, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 202__. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Property Tax Assessment Services, including the scope of services set forth in the RFP.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing July 1, 2023 through June 30, 2026.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$_____. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.
4. The Request for Proposals issued by the Town.

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5. Contractor's proposal submitted in response to the Town's Request for Proposals.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the

Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees, or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty-day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent

be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By: _____
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF LANCASTER

By:

By its Town Administrator:

Printed Name and Title

Printed Name