

TOWN OF AQUINNAH, MASSACHUSETTS

Request for Proposals for Property Tax Administration Services

OVERVIEW AND BID FORMAT

The Town of Aquinnah (hereafter “the Town” or “Aquinnah”) is seeking proposals to provide the Town with property tax administration services, as described below. Due to the technical nature of the services required under the proposed contract, the Town has determined that the procurement is best conducted utilizing a Request for Proposals (“RFP”) process, pursuant to Massachusetts General Laws, Chapter 30B, Section 6. Such a process will enable the Town to evaluate the individual or firm’s experience and ability to implement a fair and equitable taxation in the Town. Because property tax administration 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 cost and technical expertise.

The Town reserves the right to postpone or cancel the awarding of a contract for any and all reasons, and to waive any informality in, or to reject any or all bids, and to make such award as they, in their sole discretion, determine to be in the best interests of the Town. Award of a contract pursuant to this RFP shall be subject to available appropriation.

Proposal Deadline, Questions, Format and Other Requirements

DUE DATE FOR SUBMITTING PROPOSALS IS

November 23, 2022, AT Noon

Bidders shall submit four (4) copies each of their non-price proposal and price proposal in separate sealed envelopes. All envelopes must be clearly labeled as to their contents, whether Non-Price or Price Proposal.

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

Jeffrey Madison, Town Administrator,
Town of Aquinnah
955 State Road
Aquinnah, MA 02535

Non-Price Proposals shall be in a separate sealed envelope marked “Non-Price Proposals & Property Tax Administration Service” and shall include:

1. Identification of Lead Person and all additional persons who will be working in Aquinnah.
2. Proposed work schedule for each individual to be assigned to Aquinnah.
3. Resume for each individual who will be working in Aquinnah.
4. Statement of Services – description of how bidder will provide the scope of services to Aquinnah.
5. At least 3 references, including reference contact person’s name, phone number and e-mail address.
6. A signed tax certification and non-collusion form, certifying that the proposal was made in good faith and without collusion or fraud, and further certifying that the bidder has complied with all State laws relating to taxes, reporting of employees and bidders, and child support (Attachment A); and a Certificate of Authority (Attachment B).

Price Proposals shall be in a separate sealed envelope clearly marked “Price Proposal – Property Tax Administration Services”

Late proposals will not be accepted and will be returned unopened. Proposed prices must be firm for 90 days from the date the proposal is due.

There will be no public opening of proposals. Resumes and proposed contracts will not be made public until after the Town has completed its evaluation. Price proposals will be securely kept by the Executive Assistant to the Board of Selectmen and not disclosed to the selection panel until it has completed evaluation of the proposed contracts.

For questions, please email Jeffrey Madison at townadministrator@acquinnah-ma.gov.

Written responses to any questions that the Town determines are relevant to all bidders will be emailed to all prospective bidders that request the RFP. Oral responses shall not be relied upon.

The Town shall not be responsible for proposals arriving late for any reason. Late submissions shall not be considered under any circumstances.

Any proposal may be withdrawn on 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.

Scope of Services

Reporting to the Board of Assessors and Town Administrator, the selected bidder will provide the following contractual services to the town:

- ☐ Oversee the management and operations of the office including providing Administrative Assessing services to handle the day-to-day administrative functions including maintaining CAMA records reflecting deed ownership and mailing address changes; processing new commitment for Motor Vehicle excise and prepare related warrants; handling the mailing and processing of statutory exemption forms and Chapter land applications; and processing all assessment transactions including MV excise abatements and statutory abatements.
- ☐ Assist with the filing of all DOR Gateway forms leading to the certification of new growth, and tax rates;
- ☐ Insure the timely preparation and processing of real estate and personal property tax bills;
- ☐ Accept, review, inspect and prepare recommendations to the Board of Assessors relative to real estate and personal property abatements;
- ☐ Prepare the assessors submittal to the Town's annual report;
- ☐ Process land divisions and set up new tax accounts;
- ☐ Prepare and mail annual personal property Forms of List;
- ☐ Process incoming Personal Property Forms of List;
- ☐ Administer all aspects of personal property;
- ☐ Prepare and mail commercial income and expense survey forms;
- ☐ Assist with ATB case preparation and hearings;
- ☐ Prepare new growth estimates for budget planning purposes;
- ☐ Conduct inspections of all properties under a building permit for new growth;
- ☐ Conduct periodic inspections to validate assessment data as part of DOR certification requirements;
- ☐ Review and process chapter land applications;

- ☐ Assist with the process of helping taxpayers seeking chapter land classification or seeking removal of property from the chapter programs;
- ☐ Prepare abutters lists;
- ☐ Accept and process address changes;
- ☐ Prepare monthly warrants and abatement reports for municipal accountant;
- ☐ Balance the assessors overlay account with the municipal accountant;
- ☐ File forms with DOR for annual reimbursement of statutory exemptions;
- ☐ Review prior year's real estate sales;
- ☐ Prepare for BOA review an annual assessment-to-sale ratio report;
- ☐ Make available a Regional Assessor to assist with those issues requiring valuation or tax rate setting expertise;
- ☐ Conduct annual revaluations and secure Department of Revenue certification of values;
- ☐ Compile with the Town Accountant the annual tax recapitulation, providing assessment information required to help establish the fiscal year tax rate;
- ☐ Prepare, and obtain Massachusetts Department of Revenue certification of, new growth revenue reports;
- ☐ Prepare for the annual tax classification hearing and conduct presentation;
- ☐ Interface with the Massachusetts Department of Revenue/Bureau of Accounts in securing the fiscal year tax rate;
- ☐ Prepare the fiscal year real estate and personal property billing file for the VADAR system, working with the Massachusetts Department of Revenue to insure the successful upload to the tax collection module;
- ☐ Conduct inspections of all properties for which the Town's building department has issued building permits and properties requiring ongoing inspections, all including digital photos;
- ☐ Conduct cyclical inspections to validate assessment data, according to the requirements and specifications of the Bureau of Local Assessment, such inspections including digital photos;
- ☐ Prepare all LA forms, valuation schedules and supporting documents required for triennial recertification and interim adjustments;

- ☐ Advise the Board of Assessors and taxpayers on chapter land matters;
- ☐ Revise land value and classification records for chapter land properties;
- ☐ Assist the Board to ensure that all records of the office, including maps and system records, are current and accurate;
- ☐ 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;
- ☐ Meet periodically with the Board of Assessors;
- ☐ Assist the Town in such other capacities as the Board of Assessors may approve.

Minimum Qualifications

Aquinnah seeks an individual or firm with considerable tax assessment and administration experience to oversee the operations of the Assessors' Office. The proposer will possess these minimum qualifications and demonstrate same on his or her submitted resume:

- a) successfully completed the Massachusetts Department of Revenue Course 101 on property tax administration,
- b) at least ten years of experience as a principal assessor or equivalent within the Commonwealth of Massachusetts,
- c) worked simultaneously in two or more communities and demonstrated success in managing the affairs of multiple offices,
- d) hold a bachelor's degree in business administration, real estate, economics or similar field of study,
- e) 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),
- f) demonstrate considerable experience in one or more Computer Assisted Mass Appraisal Systems (preferably VISION),
- g) demonstrate considerable experience in the use of Geographic Information Systems (GIS),

Criteria for Review

In accordance with MGL 30B the proposals submitted will be reviewed and rated on a scale consisting of non-advantageous, advantageous and highly advantageous. The proposal that receives the largest number of highly advantageous ratings will be considered the successful proposal. Any proposal that receives a non-advantageous rating in any of the following criteria will not be considered for further review by the Town.

1. Massachusetts business/resident:
 - Non advantageous – Lives or business office outside of Massachusetts
 - Advantageous – Lives or business office within 50 miles from Aquinnah, whichever is closer
 - Highly advantageous – Lives or business office within 25 miles from Aquinnah, whichever is closer
2. Experience in Massachusetts as an Assessor/Principal Assessor for a Municipality:
 - 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 for 2 years or longer.
 - Highly advantageous – Experience working with more than three communities at one time for 2 years or longer.
4. Computer Assisted Mass Appraisal Systems knowledge and experience:
 - Non advantageous – No experience with Vision Appraisal Systems
 - Advantageous – At least 5 years working with CAMA systems with some experience working with Vision Appraisal Systems
 - Highly advantageous – At least 10 years working with a CAMA system with some experience with Vision Appraisal Systems
5. VISION CAMA experience and knowledge:
 - Non advantageous – No experience with VISION
 - Advantageous – At least 5 years working with VISION
 - Highly advantageous – At least 10 years' experience working with VISION
6. 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

7. Continuing Education criteria:

- Non advantageous – Less than three courses offered by either the MAAO or the IAAO.
- Advantageous – Three to six courses and hold certificates for each either from MAAO or IAAO.
- Highly advantageous – Seven or more courses and hold certificates for each either from MAAO or IAAO.

8. 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.

9. 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.
- 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.

10. Prepared, oversaw, and obtained the DOR annual tax rate recap:

- Non advantageous – Involved in recap process for less than five communities or five years.
- Advantageous – Indirectly prepared/oversaw/assisted with annual tax rate recap for at least five communities or at least five years.
- Highly advantageous – Directly prepared and obtained annual tax rate recap for at least five communities or at least five years.

11. On-Call Availability:

- Non advantageous – Cannot resolve 90% of issues within 1 week.
- Advantageous – Can respond to inquiries from town staff/committees within 48 hours and can resolve 90% of issues within 5 workdays.
- Highly advantageous – Can respond to inquiries from town staff/committees within 24 hours. Can resolve 90% of issues within 48 hours.

12. References:

- Non advantageous: Less than 3 good references from Massachusetts Municipalities.
- Advantageous – Good references from 3 or more Massachusetts Municipalities.
- Highly Advantageous – Outstanding references from 3 or more Massachusetts Municipalities.

Proposed Contract

The successful bidder shall execute the contract in the form as attached to this RFP as Exhibit C. The successful bidder's technical and price proposals will become addenda to the contract.

The contract is for the three (3) year period commencing July 1, 2022, and ending June 30, 2025. Annual compensation increases shall be addressed in the price proposal.

ATTACHMENT A

TAX COMPLIANCE AND NON-COLLUSION CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that _____ has filed all Massachusetts State tax returns and paid all state taxes required by Massachusetts.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word “person” shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The undersigned certifies under penalties of perjury that he/she is authorized on behalf of _____ to bind the bidder contractually. If the bidder is a corporation, a clerk’s certificate of vote and minutes of a Director’s meeting will be provided.

Social Security Number or Federal Identification Number

Company Name

Printed Name of Signer

Signature

Date

ATTACHMENT B

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name)

(Officer)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid

(Officer)

and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Office)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

ATTACHMENT C

AGREEMENT FORM

TOWN OF AQUINNAH, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2022 by and between the TOWN of Aquinnah, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 955 State Road, Aquinnah, Massachusetts, hereinafter referred to as the “TOWN”, and _____, [a _____ corporation] having a usual place of business at _____, hereinafter referred to as the “CONTRACTOR.”

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals to provide the Town with property tax administration services, hereinafter “the Project;” and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Request for Proposals, Instructions to Bidders and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work consists of those items listed in the Scope of Services attached as Addendum A and specified in the Request for Proposals incorporated herein by reference.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.

4. COMPENSATION. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement.

Annual contract prices shall be charged as follows: _____.

The Total Contract Value is \$_____.

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice. Payments are to be made in equal installments with billed amounts equaling 1/12 of each fiscal year's contract price.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. 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 or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE. A. The CONTRACTOR shall obtain and maintain during the term of this Agreement insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as follows

General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit.

Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident.

Workers' Compensation Insurance as required by law.

Umbrella Liability of at least \$1,000,000/occurrence, and \$1,000,000/aggregate.

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. 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.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this 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 not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. 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.
17. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

18. 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.

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

For the TOWN OF AQUINNAH, MA

By: _____
(Signature)

(Name and Title)

I certify that an appropriation
is available in the amount of this
Contract.

Aquinnah Town Accountant

Chairman, Board of Selectman

Date

CONTRACTOR:

(Name of Contractor)

By: (Name, Title)