

Legal Notice

The Town of Aquinnah invites bids for Assessing Services. Documents are available starting at 9:00 a.m. on Monday, April 1, 2019. Bids will be received until 3:00 p.m. on May 7, 2019 by mail or delivered to the Town of Aquinnah, Town Administrator, 955 State Road, Aquinnah, MA 02535, with the designation "**Bid on Assessing Services**" on the envelope. The Town of Aquinnah reserves the right to reject any/all bids. For questions, information, or bid documents contact the Town Administrator 508-955-9181 or townadministrator@aquinnah-ma.gov

ASSESSOR SERVICES:

The Town of Aquinnah ("Town") is seeking Sealed Bids from qualified assessing firms to provide the Town with assessing services pursuant to the duties of assessors in accordance with Massachusetts Statutes and local ordinances.

The Town is seeking to enter into a three-year contract to run from July 1, 2019 – June 30, 2022.

BACKGROUND

Aquinnah is located on the southwestern tip of Martha's Vineyard comprised of about six square miles with a year-round population of approximately 450.

The Town employs Vision Appraisal Technology systems for valuation of all real estate and personal property. The successful bidder must be capable of carry on the Project objectives in that format. The Town uses VADAR Systems for its financial software suite.

A. Scope of services

Bidders must include the cost for each of the following:

- a. Outsourced Assessor's Department. The Contractor shall provide all necessary services to effectively manage the Town Assessor's Office, under the direction of the Board of Assessors and objective laid out by the Department of Revenue. These services include, but are not limited to: valuations, reevaluations (including State mandated certifications), abatements, exemptions, and all other responsibilities given to the Assessor's Office by the Commonwealth of Massachusetts, local laws, rules and regulations.
- b. Legal Requirements. The Contractor will value the types of property identified in Section 1 in compliance with the pertinent General Laws of the Commonwealth of Massachusetts, specifically the full and fair valuation of all real estate and locally taxable personal property correctly classified according to the Commonwealth of Massachusetts standards.
- c. Contractor Responsibilities: The Town shall make available to the Contractor copies of all parcel and account data, current as of July 1, 2019, one copy each of a set of tax maps, one copy of the zoning by-laws and a zoning map correct and current as of the latest tax year, one copy of all sales information for transfer of real estate for the years 2017 and 2018 as available provided on forms approved by the Massachusetts Department of Revenue, with all sales shown properly coded, to the best of the Town's ability, as to arms-length and non-arms-length status. The Town shall also make available any other information which it possesses or can reasonably make available which the successful Bidder deems pertinent to the objectives of the Project. The Town shall provide the Contractor with means of access at any time to the office and facilities of the Board of Assessors and with adequate work space for the personnel of the Contractor.
- d. Administrative Services: The Contractor shall provide sufficient coverage per week by qualified personnel who will handle the day-to-day

administrative function of the office in lieu of an Administrative Assistant. This service may be performed directly by an employee or virtually if service is consistent and effective.

- e. Software utilized. The Contractor shall have experience with and operate the Town's software VADAR and VISION: and be able to work with Office 365.
- f. Meeting Attendance. The Contractor/representative shall attend and participate in: Tax hearing; Abatement Presentations(s); Department Head meeting (monthly); Administrative Meeting (Monthly); Town Meetings if requested (semi-annually); and any other meeting as required by the Town Administrator; monthly meetings with the Selectmen (if requested); and any other scheduled meetings as required by the Selectmen to present or discuss financial information.
- g. Town Assessor Annual Report. The Contractor shall submit to the Town Administrator an annual report in Microsoft Word, summarizing the prior calendar year's tax situation and rates (prior fiscal year) no later than March 15th.
- h. Preparation of Required State Reporting. The contractor shall be responsible and have experience preparing the Town's Tax Rate and any other Assessor related function reports required by laws of the Commonwealth.
- i. The Contractor shall provide the Town with related services necessary for proper management of the Assessor's Office and finances of the Town. Included in these services are the following:
 - 1. Provide assessing services for the proper and efficient operation of the Town of Aquinnah
 - 2. Prepare abatements;
 - 3. When necessary, assist the Board of Assessors and/or Town Administrator with the development of financial policies and procedures and management systems; and,
 - 4. Perform all duties required of other assessor staff when necessary and perform all related duties and assignments as may be determined necessary and as directed by the Town Administrator or Board of Assessors.

B. Additional Requirements.

All submitted bids shall include the following information and complete the attached required information form:

- a. Executive Summary
- b. Company Profile. Brief organization profile, including background and experience.
- c. Employee Resumes. Resumes of employees who will be doing Assessor work under this contract, highlighting relevant Assessor experience
- d. Annual Contract Quote. The Contractor shall submit a quote for all services stated in the bid package on an annual basis for each of the three fiscal years for the contract. FY '20, FY '21, and FY '22.

- e. Invoices. All invoices must be dated and submitted no less than on a quarterly basis.
 - f. Tax Compliance Certificate.
 - g. Certificate of Non-Collusion
- C. Insurance Specifications
- a. Worker's Compensation – Statutory requirements and benefits if utilizing any additional employees
 - b. Professional Liability Insurance -- \$1,000,000.00 limit
- D. Deadline to Submit Bids
- Bids must be delivered to Town Administrator's Office 955 State Road, Aquinnah, MA 02535 by 3:00 p.m. on May 7, 2019.
- The Town of Aquinnah will review all bids in a timely manner.
- Bids shall be reviewed in conformity with the requirements of M.G.L. Chapter 30B.
- The contract shall be awarded to the responsible and responsive bidder offering the best price.

The Town of Aquinnah reserves the right to reject any and all bids that at their sole discretion are not in the best interest of the Town.

ATTACHMENT B:
PRICE PROPOSAL SUBMISSION FORM
Consultant Services For Property Tax Assessment

Name of Firm/Individual: _____

Street: _____

City/Town: _____

State: _____ **Zip Code:** _____

Task	Year 1 (FY20)	Year 2 (FY21)	Year 3 (FY22)
A) Property Tax Assessment Services			

This price proposal is inclusive of all labor, overhead, indirect and direct costs.

SUBMITTED BY:

Name/Title: _____

Signature: _____

Date: _____

**ATTACHMENT C:
COMPLIANCE CERTIFICATIONS**

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.

Non Discrimination and Affirmative Action

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, or 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., or 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 shall not be liable for any costs associated with the consultant's defense of claims of discrimination.

Public Contracts Debarment

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non-procurement programs from the Commonwealth of Massachusetts, United States Federal Government, and the Town. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the municipalities at any time during the period of the contract of prior or prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the municipalities, the contract will be cancelled and the award revoked.

Qualifications

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.

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.

Employment Security Contributions and Compulsory Workers' Compensation Insurance

Pursuant to MGL C.151A, S.19 and MGL C.152, the Contractor certifies 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

Date