

REQUEST FOR PROPOSALS FOR THE FISCAL YEAR 2017 PROPERTY TAX ASSESSMENT SERVICES WITHIN THE TOWN OF NORTHFIELD, MASSACHUSETTS

The Town of Northfield, Massachusetts (hereinafter known as "the Town" is seeking proposals from qualified vendors to undertake the task of Property Tax Assessment Services for Fiscal Year 2017 (Interim Year) on all Real and Personal Property located in the Town of Northfield-with the exception of the First Light Hydro Generating Property (the power generation portion; NFM solar field not excluded) pursuant to the General Laws of the Commonwealth of Massachusetts. Northfield is a town of approximately 3,000 residents located in Western Massachusetts. It currently has 2391 taxable parcels and a taxable value of \$418,857,339. These figures are broken down as to classification on page 5. Contractors interested in providing the services described above and further defined in the attached specifications are invited to deliver one copy each separating price and non-price proposals to the Town Hall, 69 Main Street, Northfield, Massachusetts 01360 no later than November 19, 2015, 3:00 p.m., (as stated in "Legal Advertisement"- Appendix D) at which time and place such proposals will be opened.

All proposals shall be sealed, addressed to the Assessors and marked:

Town of Northfield, Massachusetts – Property Tax Assessment Services (Price Proposal) Town of Northfield, Massachusetts – Property Tax Assessment Services (Non-Price Proposal)

No forms are provided by the awarding authority except the Certificate of Non-Collusion found in Appendix A, the Tax Compliance Certification in Appendix B, the Corporate Authority Certification in Appendix C and Reference Form (Appendix E). All proposals shall be in ink or typewritten and must be completed according to the instructions contained herein.

All costs involved in preparing the Proposal will be borne by the Contractor; the Town will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.

Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be

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returned to the proposer.

All information pertaining to the Contractor's technical and management approach to completing this project, as well as the proposed cost, timetable and staffing plan, shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in the Request for Proposals in order to be considered responsive. Any proposal, which does not respond to each issue in the Request for Proposals, shall be rejected by the Assessors as non-responsive. The Northfield Town Administrator will award of this contract in accordance with the recommendation of the Northfield Board of Assessors.

The Board of Assessors reserves the right to amend this proposal at any time prior to the deadline for submission of proposals and to reject any or all proposals received if they determine it to be in the best interests of the Town.

The Town is licensed to utilize the Assess Pro ™ Software of Patriot Properties of Marblehead, Massachusetts and is not looking to change systems. The contractor shall demonstrate an ability to work with the Patriot Assess Pro system by submitting information pertaining to other projects for which the contractor has used this appraisal system. The contractor shall guarantee certification by the Massachusetts Department of Revenue for the valuation date of January 1, 2016 utilizing the Town's appraisal system. Data entry will be the responsibility of the Assessors Clerk with the exception of specific reports mentioned in the Scope of Project section.

In addition to addressing each of the items 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 sixty (60) calendar days from the deadline for the submission of proposals.
- 2. Listing of Massachusetts Municipalities for which the contractor has used Patriot Properties Software.
- 3. Written assurances that the Interim Valuation Adjustments will meet Department of Revenue Certification Requirements.
- 4. Two years of the contractor's financial statements.
- 5. Certificate of Non-Collusion (Appendix A). The Town is required to reject any bid that does not include a completed Certificate of Non-Collusion. Each proposal must also contain a Tax Compliance Certificate (Appendix B)
- 6. The Corporate Authority Certification (Appendix C) should be completed, notarized and submitted if the proposer is a corporation.
- 7. Attached Reference Form (Appendix E) must be completed

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An evaluation team appointed by the Assessors using comparative criteria set forth as follows will evaluate proposals:

Unacceptable

Not Advantageous

Advantageous

Highly Advantageous

1. Staffing

Unacceptable: One full time employee

Not Advantageous: Two to Three full-time employees.

Advantageous: Four to Ten full-time employees

<u>Highly Advantageous</u>: Ten or more full-time employees

2. Contractors experience with other Interim Year Adjustment programs in Massachusetts utilizing version 4.5.4/4504 or greater of the Patriot Properties Assess Pro software system:

Unacceptable: No experience in Massachusetts

Not Advantageous: Fifteen or fewer successful Interim Year Adjustment

programs in Massachusetts

<u>Advantageous</u>: Twenty-five or more successful Interim Year Adjustment

programs in Massachusetts.

<u>Highly Advantageous</u>: Forty or more successful Interim Year Adjustment

programs in Massachusetts

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3. Level of satisfaction with Contractor's performance in other Massachusetts Cities and Towns for which Contractor has performed an Interim Valuation Adjustment:

Unacceptable: More than one City or Town reporting difficulty with

Contractor performance

Not Advantageous: One City or Town reporting difficulty with Contractor

performance

Advantageous: No City or Town reporting difficulty with Contractor

performance and at least one City or Town reporting high

satisfaction

<u>Highly Advantageous</u>: More than five Cities or Towns reporting high satisfaction

and no City or Town reporting poor performance

4. Qualifications and experience of Staff to be assigned to this project:

Unacceptable: No experience in Massachusetts

Not Advantageous: Less than 5 years of Massachusetts Appraisal experience

of the Commercial Appraiser and Residential Appraiser

Advantageous: Six to Fifteen years of Massachusetts Appraisal

experience of the Commercial Appraiser and Residential

Appraiser

<u>Highly Advantageous</u>: Over Fifteen years of Mass Appraisal experience of the

Commercial Appraiser and Residential Appraiser

5. Contractor financial stability:

<u>Unacceptable:</u> Proposer insolvent.

Not Advantageous: Proposer's circumstances suggest financial instability

Advantageous: Proposer appears to be financially stable

<u>Highly Advantageous</u>: Proposer appears to have long-term financial stability

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6. Contractors experience with the Town of Northfield, Massachusetts:

<u>Unacceptable</u>: No experience with the Town of Northfield,

Massachusetts

Not Advantageous: 1-3 years experience with the Town of Northfield,

Massachusetts

Advantageous: 4-9 years experience with the Town of Northfield,

Massachusetts

Highly Advantageous: 10+ years experience with the Town of Northfield,

Massachusetts

Method for determination of best price

The best price shall be the lowest price from a bidder who meets the minimum criteria of the specification and provides the highest level of performance under Evaluation Criteria.

Project Timetable:

Any proposal which cannot meet an October 12, 2016 will be rejected.

The Town of Northfield Assessors reserve the right to reject any or all proposals received if they determine it to be in the best interests of the Municipality.

STATEMENT OF SERVICES INTERIM VALUATION ADJUSTMENT and PROPERTY TAX ASSESSMENT

1. PROFILE OF TOWN

Northfield is located in Franklin County, Massachusetts and contains approximately the following number of parcels:

1.1.1 Property Type Parcel Count

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1069
0
11
53
8
4
518
0
38
153
184
124
160
28
89
41
2480 *exempt included (2391 taxable parcels)

2. SCOPE OF PROJECT:

- 2.1 Subject to the terms and conditions of this Statement of Services, the Contractor will value the types of property identified in Section 1 in compliance with the General Laws of the Commonwealth of Massachusetts.
- 2.2 The Contractor will 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. Subject to data entry.
- 2.3 The valuation and use of all property so described shall be determined as of January 1, 2016.

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- 2.4 Provide assistance with the review of FY2017 abatement applications.
- 2.5 Measure and inspect property for which building permits were issued between 1/1/2016 and 12/31/2016.
- 2.6 Measure and inspect unfinished or partially complete property from previous years.
- 2.7 Complete cyclical inspections of 150 parcels of real property in compliance with Department of Revenue directives.
- 2.8 Inspect new personal property business accounts.
- 2.9 Inspect personal property accounts in compliance with Department of Revenue directives for cyclical program.
- 2.10 Assist with finalization of personal property totals and new growth calculation. Subject to data entry.
- 2.11 FY2017 Interim Valuation Adjustment. Subject to data entry.
- 2.12 Assist with FY2017 tax files and the finalization of LA4, LA13 and LA15 Gateway reports. Subject to data entry.
- 2.13 Assist with the Assessors on special assignments that may come up during the contract period (i.e. review a parcel in question, inspect a parcel in question, answer questions that may arise about the assessment process, etc...) May be subject to a data entry instance.

3. RESPONSIBILITIES OF THE PARTIES:

- 3.1 Board of Assessors: Throughout the project, the Board of Assessors will receive periodic reports from the Contractor that will review and evaluate the progress of the project and the Board will promptly notify the Contractor as to whether the work performed is satisfactory and timely.
- 3.2 The Town shall provide the following data on or before March 31, 2016, unless otherwise specified.
 - 3.2.1 The Town shall provide upon request, "parcel identification data" for each parcel, which shall consist of the owner's name(s), mailing address, property address, subdivision deed references, property classification, lot dimensions and land area in acres or square feet, correct and current to the most recent tax billing date.

- 3.2.2 The Town shall provide upon request, the zoning classification for each parcel, correct and current to the most recent tax year. The Town shall also provide one (1) set of zoning maps and a copy of the zoning ordinances covering all parcels, correct and current as of the most recent tax year.
- 3.2.3 The Town shall provide upon request, one (1) set 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. Each map will be drawn to scale, be identified by map and parcel numbers and have dimensions and areas of each parcel drawn on the map.
- 3.2.4 The Town shall continuously and currently update the information referred to in this section to January 1, 2016
- 3.2.5 The Town shall continuously and currently provide copies of all sales information available to it with respect to the transfer of parcels occurring from January 1, 2015 and ending December 31, 2015. Sales provided must be on forms approved by the Massachusetts Department of Revenue for reporting sales and must contain proper and correct non-arm's length coding and all other data called for on such Department of Revenue form, including correct map and lot numbers.
- 3.2.6 The Town shall make available to the Contractor existing property records, or copies thereof. The Contractor shall be responsible for the safekeeping of the records while in its possession. If the Town is in need of any such record while it is in the possession of the Contractor, the Contractor shall provide it to the Town upon request as soon as possible without causing undue disruption to the work schedule of the Contractor.
- 3.2.7 The Town shall further assist the Contractor by providing or making available such other information, which it possesses, or which is conveniently available to it, including, but not limited to, general assessment records containing pertinent information and data. The Town shall be required to provide such materials and data in original or duplicated form at the Town option, but in no event shall the Town be required to provide such which is not reasonably available to it. The Contractor acknowledges that it is aware of the resources of the Town and its limitations and, therefore, will require only that additional material and data which is currently available to the Town or which may come into its possession from time to time through the normal course of events.

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- 3.2.8 The Town shall provide all property inventory data. Said data shall be current and will include all parcels which have been improved, as evidenced by building permits properly applied for and approved prior to January 1, 2016. All data collected by the Town shall be reported on forms supplied by the Contractor and filled out in accordance with its instructions.
- 3.3 The Contractor: The Contractor will be responsible for fulfilling all requirements stated in this Statement of Services in a timely fashion and in a professional and satisfactory manner.

4. **PROJECT REQUIREMENTS**:

4.1 Project Timetable & Work plan:

	FROM		TO
Project commencement	01/01/16		02/28/16
File maintenance		Ongoing	
Public relations plan		Ongoing	
Local staff training		Ongoing	
Valuation testing	03/01/16		04/30/16
Valuation	05/01/16		07/13/16
Valuation field review	07/14/16		08/01/16
Board of Assessors review	08/02/16		08/10/16
Department of Revenue preliminary	08/11/16		08/31/16
review for certification			
Final work products delivered for review	09/01/16		9/22/16
Project completion		10/12/16	

4.2 Public Relations:

4.2.1 The Assessors and the Contractor will cooperate in maintaining good public relations throughout the period of this project. The Contractor will coordinate all activities necessary to promote public understanding, awareness and cooperation in conjunction with the entire project.

4.3 Local Staff Training:

- 4.3.1 Training for the Assessors and staff will consist of on-the-job training.
- 4.3.2 On-the-job training will include, but not be limited to, the Assessors and office staff working in the appropriate phases of this project under the Contractor's supervision.

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4.4 Sales Verification (subject to data entry):

The Contractor will verify, in accordance with this Statement of Services, the property inventory data for those properties located throughout the Town, which have sold in the complete calendar year prior to the valuation date for this program.

- 4.4.1 The purpose of this verification is to enable the Contractor to produce a machine-readable file for valid arms-length sales, describing inventory status as of the date of sale. The Contractor will verify this data for all sales occurring until the valuation date of this program. The Contractor will develop and provide the Assessors with appropriate written documentation for the sales verification effort.
- 4.5 Valuation Testing (subject to data entry): Manual or computer assisted valuation testing for all types of property will take place subsequent to sales verification. All valuation testing must be reviewed and approved by the Assessors before commencement of the valuation production.
- 4.6 Valuation (subject to data entry):
 - 4.6.1 The Contractor will compute, to the nearest One Hundred Dollars (\$100.00), the value of all properties within the scope of this Statement of Services. A minimum of two (2) approaches to value from the following three (3): market, cost or income will be employed for all income-producing properties.
 Income-producing properties include, but are not necessarily limited to, the following types: primarily commercial/industrial/multiple-use properties; apartments over four units; hotels and motels; storage, warehouse and distribution facilities; discount and department stores; shopping centers and malls; supermarkets; small retail properties; office buildings; medical office buildings, research and development facilities; farms and properties within industrial parks.
 - 4.6.2 The minimum requirements for each of the three (3) major approaches to value, as well as land valuation, are outlined in the following sections. The Contractor will describe the approach to value, which will be applied to each type of property within the scope of this Statement of Services.
- 4.7 Market Value Approach(subject to data entry):
 - 4.7.1 The Contractor will employ a market adjusted cost approach. It is a system that is very easy to explain to the taxpayer, as well as a system, which is very familiar to the Massachusetts Department of Revenue Certification Team. This approach is used on residential

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properties with its starting point based upon replacement cost approach values. It is then fine-tuned by adjusting these replacement cost values based upon market sales activity, segmented and segregated by the most pertinent property characteristics.

Land valuation will be accomplished through a sales ratio analysis of vacant sales, as well as an overall property ratio analysis, deducting improvement values and extracting land values from the improved sales. Each neighborhood, street by street, will be rated for desirability using a site index, which provides a factor that may be applied to a base square foot schedule to account for differences in location. In addition, condition factors will be applied to account for negative or positive influences on value such as topography, view, irregular lot shape and other factors.

Overall property values, including improvement value, will be verified by the sales ratio analysis, segregated by the pertinent value related factors of each property. This analysis will be done within various categories, including style of home, segmented by size and age group in ten (10) year increments, by lot size and location factors. This analysis enables the Appraisers to fine-tune the replacement cost approach for each property to create a mirror image of market sales activity within the Town.

Regarding commercial/industrial properties, the market value approach will be employed on properties not utilizing a combination of the replacement cost approach and the income approach. For commercial/industrial properties that are basically non-income-producing, the secondary approach will be the market approach, utilizing the square foot values derived from the sales analysis for the particular use type of the property. Square foot values will be segregated by type, including industrial, warehouse, retail, etc. and will provide reasonable ranges for per square foot sale prices of building areas. Land value, once determined, will be added to building value for an estimate of total value.

4.8 Replacement Cost Approach (subject to data entry): The replacement cost approach to value will be employed for both residential and commercial/industrial properties as follows:

Information derived from cost analysis will provide the basis for determining the unit in place and replacement cost pricing schedules used in the valuation of residential and commercial\industrial properties.

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Subsequent to the determination of replacement cost pricing schedules and the establishment of land values, the Contractor will analyze the sales of improved properties in order to derive an estimate of physical and functional depreciation and economic obsolescence. A report of this study of sales of improved properties will be made to the Assessors, listing the comparison subjects and detailing the schedules of adjustments to be made prior to valuation production.

Physical and functional depreciation and economic obsolescence will be computed to be the difference between the selling price of the total property and the sum of the estimated replacement cost new of the improvement plus the estimated land value.

Provided that a sufficient number of sales are available, guidelines in the form of tables based upon the condition, desirability and usefulness of a building relative to its actual age will be developed. After approval by the Assessors, these tables will be used to estimate the depreciation of comparable subject properties.

- 4.9 Income Approach (subject to data entry):
 - 4.9.1 The Contractor will review and screen income and expense reports furnished by the parcel owner, or prepared as a result of interviews with the property owner; will determine the validity of the data and will make any necessary adjustments on the basis of the Contractor's appraisal knowledge of income and expense data of comparable properties. The Town shall be responsible for the postage and the mailing of income and expense forms. A report containing documentation and derivation of rent schedules, expense ratios and capitalization rates shall be submitted to the Assessors for review prior to the commencement of the valuation field review.
 - 4.9.2 A value determined by the income approach to valuation will be made for each income- producing property. The income and expense statements will become the property of the Town.
- 4.10 Land Valuation (subject to data entry):
 - 4.10.1 Basic square foot values for all parcels shall be established for land throughout The Town after an evaluation by the Contractor of all factors affecting the market value of lots and parcels. Factors to be considered shall include the quality of the neighborhoods, zoning restrictions, size, frontage, depth, shape and topography of the parcels, and all other factors considered relevant in the establishment of land values for each of the various classes of

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property.

- 4.10.2 These land unit values will be determined as a result of an analysis of recent sales of comparable properties, either within The Town or within an agreed upon area of the state, or by using a land residual approach. Any land classified by the Assessors under Massachusetts General Laws Chapter 61A as in agricultural horticultural use will be valued after consideration of the current guidelines issued by the Farmland Valuation Advisory Commission.
- 4.11 Preliminary Certification Review: The Commissioner of Revenue must conduct a certification review to determine whether the new values resulting from this project represent full and fair cash value. As a condition of successful project completion, Contractor's work product will meet all certification requirements of the Commissioner.
- 4.12 Valuation Field Review (subject to data entry):
 - 4.12.1 The Contractor will be responsible for field review of value estimates and parcel data accuracy of 100% of the Residential properties and 100% of the Commercial and Industrial real estate properties. The personnel conducting this phase of the program will have three (3) years mass appraisal and field review experience and knowledge of the valuation techniques employed in the Town, as well as complete familiarity with the valuation project.
 - 4.12.2 It is understood that the Contractor will have the ability to exercise judgment in making final value estimates. The Contractor, in order to ensure valuation accuracy and consistency, will be required to document such judgment. Documentation for changing any computer generated value estimates will also be required. All such documentation shall be the property of the Assessors.
 - 4.12.3 If valuation changes are made due to data error, the Contractor will correct the data on the computer and/or manual file.
 - 4.12.4 All values produced by the Contractor will be given to the Assessors for final review and for a determination as to whether the Contractor's work product is satisfactory for the purposes of requesting a certification review by the Commissioner of Revenue. The Contractor will provide the Assessors with all valuation models and schedules, property record cards, sales analyses and field documents necessary to conduct this review. These documents will

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become the property of the Town.

- 4.13 Certification of Values:
 - 4.13.1 As a condition of successful project completion, the Contractor's work product will meet all certification requirements of the Commissioner.
- 4.14 <u>Defense of Values</u>: The Contractor will provide expert witnesses to represent the Town at all appeals to any court, the appellate tax board or otherwise, of valuations and/or classifications resulting from this project. The expert witnesses will have performed a visual review of the property. The Contractor will furnish these services, including comprehensive written appraisal reports if required, for a per diem rate to be defined in cost proposal.

5. CONTRACTOR PROJECT STAFFING:

- 5.1 The Contractor will be responsible for the supervision of all phases of work in this project. The Contractor will employ the following organizational structure to manage this project.
- 5.2 Organizational Structure:

NAME	PROJECT TITLE & RESPONSIBILITIES
	Project Manager
	Residential Appraiser
	Commercial/Industrial Appraiser

- 5.3 Man-days This Project: The Contractor shall perform the valuation update in the project time frame listed in Section 4 item 4.1, utilizing the above staffing to achieve satisfactory results.
- All personnel meet the qualifications required by the Commissioner of Revenue in 830 C.M.R.58.1A. 1(3). Upon request of the Board of Assessors, resumes of each individual set forth in the organizational chart shall be provided, including prior work experience: dates, positions, responsibilities for each employer; education and professional affiliations for each individual.
- Any proposed changes in the project-staffing plan submitted as part of the proposal will be submitted to the Assessors, in writing, for review and approval. The Assessors shall notify the Contractor of the acceptance or

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rejection of any staff substitutions within fifteen (15) business days of the receipt of the proposed changes. The Assessors shall reserve the right to make the final determination regarding the acceptability of proposed personnel changes.

6. **DELIVERABLE PRODUCTS:**

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 appropriated phase of or at the conclusion of the project, as required by the Assessors. The documents, reports, records, data and other materials shall include, without limitation, the following deliverable products:

- 6.1. Documentation of procedures used throughout the project.
- 6.2. All training materials and manuals used in any phase of the project.
- 6.3. The valuation manual that will enable the Town to maintain and update its values.
- 6.4. The depreciation schedule and source of information used for its development.
- 6.5. Income and expense statements for parcels utilizing the income approach.
- 6.6. A property inventory record for each parcel.
- 6.7. All manual and computerized reports which support values and valuation formulas.
- 6.8. All materials and documentation used on the land valuation effort.
- 6.9. Any sales ratio studies used in this project.
- 6.10. Appropriate digital files of all properties, their identification, inventory of improvements, all computer-generated valuation and technical documentation describing the organization of data files and record format. This is necessary for user understanding.

At the conclusion of this project, the Contractor shall provide the Town with a computerized list of all owners of record and new values to be utilized by the Town for public disclosure.

7. PAYMENT SCHEDULE AND PENALTY:

- 7.1 Payments shall be made to the Contractor periodically, based on the portion of work completed and delivered to the Assessors during the preceding period. No payments will be made until the Assessors approve the work. The Assessors will review each invoice and either authorize it for payment or return it to the Contractor with a written statement of reasons for its rejection. All progress reports and work-completed forms are subject to the review of the Massachusetts Department of Revenue for certification purposes.
- 7.2 If the Assessors determine that the Contractor's invoice is inaccurate, the Assessors shall give written notice as stated above, specifying exactly what is unsatisfactory by item, and the Contractor shall make every reasonable attempt to correct the inaccuracy. The Assessors shall retain the right to delay payment, only for the specified item, until said item is resolved to the satisfaction of both the Assessors and the Contractor.
- 7.3 Additional Retainage: If the Assessors determine that, due to the fault of the Contractor, the project is not progressing satisfactorily; forty percent (40%) of the specified item as defined in 7.2 above may be retained. If the problem is rectified within thirty (30) calendar days to the satisfaction of the Assessors, the forty percent (40%) will be authorized at that time.

If the problem is not rectified within the stated thirty (30) day period, the Assessor will determine whether the forty percent (40%) will be retained until the satisfactory completion of all terms of this agreement.

8. **PROJECT COST ESTIMATION:**

The following schedule will be used to itemize project cost. Additional entries may be made where appropriate. Also, the intended use of a subcontractor for any or all work to be performed within the scope of this project must be stated separately.

- 8.1. Planning/organization: project set-up, public relations, staff training:
- 8.2. Residential analysis and valuation:
- 8.3. Commercial/industrial analysis and valuation:
- 8.4. Field Review:
- 8.5. Preliminary Certification:
- 8.6. Project finalization and documentation:
- 8.7. Total project cost for Fiscal Year 2017 Update \$

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Per parcel cost for the Appraisal Update and in excess of those listed in Section 1:

Improved Residential \$
Improved Commercial/Industrial/Exempt \$
Vacant Land \$

Per Diem rate:

Defensive of Values/Expert Witness \$

9. PERFORMANCE BOND

Contractor will furnish a bond using a surety company satisfactory to the Town in the sum of the full amount of this agreement. The bond will be delivered upon receipt of the Town requirements to begin the project as defined in Section 3 herein. This bond shall remain in effect until the Town accepts, in writing, those items detailed herein, or the expiration of 60 calendar days from the delivery of such items without written notice of obligation being sent by the Town to Contractor.

10. MANDATORY CONTRACTUAL REQUIREMENTS:

The following constitutes the Contractor's legal obligations and conditions with which it will comply.

- 10.1 General Laws: The Contractor affirms that it will conduct this project in compliance with the General Laws of the Commonwealth of Massachusetts, relating to property assessment administration. Therefore, the Contractor will have a complete understanding of these laws and be cognizant of the role of the Massachusetts Department of Revenue in administering and enforcing these laws.
- 10.2 General Laws Compliance: The Contractor will comply with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws, those against discrimination, and existing or adopted in the future which are applicable to the Contractor's obligations pursuant to this project. The Contractor and any of its subcontractors, agents and/or employees shall obtain all required permits, franchises, approvals, licenses and/or certificates necessary to perform its obligations under this Statement of Services.
- 10.3 Identification: All Contractor field personnel shall carry suitable I.D. Cards, which shall include an up-to-date photograph, supplied by the Contractor.
- 10.4 Motor Vehicle Identification: The Contractor shall submit to the Assessors, at the start of the contract, all of the Contractors field

- personnel vehicle information. Such information should include the year, color, make, model, and license plate number of the vehicle in which will be used for driving said personal. This information is to be updated as necessary.
- 10.5 Prime Contractor Responsibility: The Assessors have single point responsibility for the entire project. Subcontractors may be used but the Contractor will accept full responsibility for the subcontractor's performance. The Contractor will not subcontract any of its work or part thereof without prior written approval of the Assessors.
- 10.6 Assignment: The Contractor will not assign or in any way transfer any interest in this agreement without the prior written consent of the Assessors; provided, however, that claims for money due to the Contractor from the Town hereunder may be assigned to a bank, trust company or other financial institution without such consent.
- 10.7 Inspection, Monitoring and Evaluation: To ensure compliance with this agreement, the Assessors shall have the right to enter the Contractor's premises during normal business hours to inspect, monitor or otherwise evaluate the work performed or being performed therein.
- 10.8 Ownership and Confidentiality of information:
 - 10.8.1 All information acquired by the Contractor from the Town, or from others at the expense of the Town, in the performance of this agreement shall be and remain the property of the Town. This includes all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by the Contractor in the performance of this agreement.
 - 10.8.2 The Contractor recognizes that, in the performance of this agreement, it may obtain or have access to confidential information, including information subject to restrictions on its disclosure pursuant to Massachusetts General Laws Chapter 59, Section 52B, and agrees to comply with all laws and any regulations, rules and guidelines promulgated thereunder regarding access to, and disclosure of such information. The Contractor further agrees that it will inform each of its employees having any involvement with confidential information of the laws, regulations, rules and guidelines relating to confidentiality and will, at the request of the Assessors, have each employee with access to such information sign a statement that they are aware of and will abide by all such laws, regulations, rules and guidelines.

- 10.8.3 The Contractor agrees that it will use this information only as required in this performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy nor reproduce the same in any form, except pursuant to the sole written instructions of the Assessors. The Contractor further agrees to return said information to the Town promptly at its request in whatever form it is maintained by the Contractor.
- 10.8.4 The Contractor agrees to take reasonable steps to ensure the confidentiality and security of this information in its possession or under its control.
- 10.8.5 In the event of the Contractor's failure to conform to the requirements set forth above, the Town may terminate this agreement upon thirty (30) days written notice, unless within such thirty day (30) period, the failure to conform is cured.
- 10.9 Indemnification: The Contractor agrees to indemnify and hold harmless the Town against claims for bodily injury, death and property damage which arises in the course of the Contractor's performance of this project with respect to which the Town is free from negligence on the part of itself its employees and/or agents.
- 10.10 Insurance Requirements: The Contractor will, at its own expense, maintain and keep in force all insurance required by law for its employees; including Disability, Workman's Compensation, Unemployment and Public Liability Insurance, at least as hereinafter set forth so as to protect it and the Town from claims for personal injury and property damage for the entire pendency of the project.
 - 10.10.1 All the insurance will be issued by an insurer licensed and authorized to do business in Massachusetts. The Contractor shall maintain insurance satisfactory to the Town covering any and all property damage or bodily harm, which may be suffered by reason of negligence of the Contractor, its employees or agents during the execution of the project. The said certificate of insurance shall be submitted to the Assessors within thirty (30) days of the signing of the agreement.

10.11 Termination:

10.11.1 Subject to the provisions of the section entitled "Force Majeure", if either party fails to fulfill, in a timely and satisfactory manner, their obligations under this agreement, or shall violate any of the covenants, conditions or

stipulations of this agreement, which failure or violation shall continue for twenty one (21) days after written notice of said failure or violation is received by the offending party, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

- 10.11.2 In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the Assessors, be delivered to them. The Contractor shall be entitled to receive just and equitable compensation for any work-performed under this agreement completed prior to the date of termination that is determined by the Assessors to be satisfactory.
- 10.11.3 Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this agreement.
- 10.12 Force Majeure: Neither party will be liable to the other or be deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control such as an order, injunction, judgment or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes or shortages or fluctuation in electric power, heat, light or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay. It is agreed, however, that, since the performance dates of this agreement are important, continued failure to perform for periods aggregating sixty (60) days or more, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible and the Assessors shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Agreement".

10.13 Conflict of Interest:

10.13.1 The Contractor agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the

Request for Proposal

General Laws concerning conflict of interest. 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 to be performed under this agreement.

- 10.13.2 The Contractor shall not employ as a director, officer, employee, agent, Contractor or subcontractor, directly or indirectly, any elected or appointed official of the Town or any member of the immediate family of such official for the duration of the project.
- 10.14 Effectiveness of Agreement: The effective date of this agreement shall be the date upon which the agreement is signed and executed by the Contractor and the Town and is approved by the Commissioner of Revenue as to form and content in accordance with Massachusetts General Laws, Chapter 58, Section 1A and 830 Code of Massachusetts Regulations 58.1A.1(5).

APPENDIX A

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 propo	sal
Name of Business	

APPENDIX B

TAX COMPLIANCE CERTIFICATION

oest o Comm	f my knowledge and belie nonwealth relating to taxe	f, I certify under the penalties of perjury that, to the f, I am in compliance with all laws of the s, reporting of employees and contractors, and support. State tax paid to
Jsing		
J	Federal Tax I.D. No.	Social Security No.
		Signature of Individual submitting bid or proposal
		Name of Business

APPENDIX C

CORPORATE AUTHORITY CERTIFICATE

I, (name)	being the	
(title)	of	
(name of corp.)	corporation	
hereby certify that at a duly posted	meeting of the Board of Directors held on	
(date)	that	
(name of authorized person)		
was authorized to sign all commitm	ents and documents made in response to this RFP	
for the Town of Northfield Assessing Services and they are further authorized to sign		
any contract made pursuant to this	RFP.	
(Signature above should be notarized and accompanied by a copy of the minutes of the Board meeting).		

APPENDIX D

LEGAL ADVERTISEMENT FOR RFP

The Town of Northfield Board of Assessors is seeking sealed proposals under Chapter 30B, Massachusetts General Laws, for Property Tax Assessing Services for FY2017.

Proposal Packages are available Monday, September 28th, 2015, at the Town Administrator's Office, Town Hall, 69 Main Street, Northfield, MA 01360 Monday through Wednesday, between the hours of 8:00 A.M. and 4:00 P.M. or on Thursday between the hours of 8:00 a.m. and 6:00 p.m.

Proposals must be submitted to the Town Administrator's office, at Town Hall, 69 Main Street, Northfield, MA 01360 no later than 3:00 P.M., 19th day, of November, 2015. Proposals will be opened in the Town Administrator's office on that date and at that time. Proposals received after that date will be returned, unopened to the sender.

The Selection Committee will meet on or before November 30, 2015 to select a proposer concerning this RFP. The Town of Northfield reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town.

<u>APPENDIX E</u>

REFERENCE FORM

(Please copy and use identical sheets as necessary)

Government Agency: Contact Person & Title Phone Number Address Description summary of project	
Government Agency: Contact Person & Title Phone Number Address Description summary of project	
Government Agency: Contact Person & Title Phone Number Address Description summary of project	
Business Contact: Contact Person & Title Phone Number Address Description summary of project	
Business Contact: Contact Person & Title Phone Number Address Description summary of project	