

**TOWN OF TEMPLETON****SELECT BOARD**

PO Box 620

160 Patriots Road

East Templeton MA 01438

978-894-2755

**REQUEST FOR PROPOSALS**

(Supplies, Services, Materials, Equipment)

MGL Chapter 30B

**ISSUE DATE: November 9, 2023****TOWN OF TEMPLETON**

Assessors Office

jgraves@templetonma.gov

Required Submission Date: Thursday, December 7, 2023 @ 12:00 p.m. local timeDeliver Submission To: Select Board, PO Box 620, 160 Patriots Road, East Templeton, MA 01438Sealed Envelope Marked: "TOWN OF TEMPLETON REVALUATION 2025" (PRICE & NON PRICE PROPOSALS SEPARATED IN TWO SEALED ENVELOPES)Pre-bid Conference: N/ACharges for Bid Documents: NoneBid Bond: NonePerformance Bond: NonePayment Bond: None

<b>Bid Documents (found on website) Include:</b>	
Information for Bidders/Terms and Conditions	
Specifications	
Comparative Criteria	
Required Forms	Must be completed and returned with bid
Form for Bid	Must be completed and returned with bid

**Note to Bidders** - For any procurement document and any addenda that are received electronically, it is the responsibility of the vendor/contractor receiving the procurement documents and all associated documents to check this website for any addenda. The Town of Templeton accepts no liability to provide accommodation to those who submit a response based upon information obtained from its website. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, which change the intent of any procurement documents, are prohibited and any associated responses will be rejected.

**TOWN OF TEMPLETON  
SELECT BOARD**

**REQUEST FOR PROPOSALS**

The Town of Templeton, Massachusetts is undertaking a program to update all real property for fiscal year 2025 pursuant to the General Laws of the Commonwealth of Massachusetts. Acting through its Select Board the Town of Templeton is seeking proposals from qualified firms to perform the services described herein.

The Town has a license to use the current version of Vision Appraisal CAMA software. The contractor shall demonstrate an ability to work with the appraisal system currently in use in the assessor's office by submitting information pertaining to other projects for which the contractor has used the appraisal system. The contractor shall guarantee certification by the Massachusetts Department of Revenue (DOR) for valuation date of January 1, 2024 using the Town's appraisal system.

Contractors shall submit separate price and non-price (or technical) proposals. The price proposal must be completely filled out, signed by authorized person, and placed in a sealed envelope appropriately marked "FY25 Revaluation Price Proposal". The non-price proposal must, at the very least, address and comply with all minimum requirements set forth in the Request for Proposals to be considered responsible. The non-price proposal shall also be signed and placed in a separate sealed envelope so marked "FY25 Revaluation Non-Price or Technical Proposal".

Both envelopes containing the price and non-price proposals must be marked with the Proposer's name, due date of proposal, identification of proposal and either PRICE PROPOSAL or NON-PRICE PROPOSAL.

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

In addition to addressing each item in the specifications, the Proposer 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 45 calendar days from the deadline for submission of proposals.
2. A list of comparable municipalities for which the contractor has provided professional services, fiscal years and client contacts.
3. A list of municipalities for which the contractor is currently committed to provide professional services.
4. Written assurances that the contractor has a complete knowledge and understanding of Department of Revenue certification requirements and that all work performed shall reflect those requirements.

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 as non-responsive. The award of this contract will be made with a recommendation by the Deputy Assessor and Board of Assessors.

The Town of Templeton reserves the right to amend this proposal for an Update Program at any time prior to the deadline for submission of proposals and to reject any or all proposals received if it is determined to be in the best interest of the Town.

**STATEMENT OF SERVICES FOR A VALUATION UPDATE PROGRAM  
OF REAL PROPERTY**

**1. PROFILE OF TEMPLETON**

The Town of Templeton is a municipality located in Worcester County Massachusetts and covers approximately 20,000 acres. The most recent survey (2023 census) conducted by the Town Clerk's office estimates the Town's population at about 8,080. Assessors' records for fiscal year 2024 indicated that there are 4,184 parcels of real property. Templeton contains approximately the following number of properties as of January 1, 2023:

State Property Code	Description	Parcel Count
012-044	<i>Mixed Use</i>	50
101	<i>Single Family</i>	2518
102	<i>Condominium</i>	123
103 & 109	<i>Mobile Home &amp; Multiple Houses on One Parcel</i>	60
104	<i>Two Family</i>	82
105	<i>Three Family</i>	16
111-125	<i>Multi-Family &amp; Congregate Care</i>	14
130-132 & 106	<i>Vacant &amp; Accessory Land</i>	680
200	<i>Open Space</i>	0
	<i>Total Residential</i>	3543
300	<i>Commercial</i>	228
400	<i>Industrial</i>	74
600,700,800	<i>Chapter Land (61, 61A, 61B)</i>	47/65
	<i>Total Commercial/Industrial, Chapter</i>	414
900	<i>Exempt</i>	227

Fiscal Year 2020 was the last time that assessed values were certified by the DOR. The assessors have undertaken an interim year value adjustment for the last five years.

At this time, the assessors' office includes one full-time deputy assessor, one part-time assistant and three elected board members.

Historically, the assessors' office has updated changes to the improvements of real estate as a result of receiving copies of building permits from the building department.

The assessors' office operates on a Vision Appraisal Software System, with two workstations, and an HP Printer. All office computers, printers and workstations have been upgraded Spring of 2022 and the newest version of Vision V8 (Version 8.2.14) program at that time. The upgrade was done on April 27, 2022.

## 2. SCOPE OF PROJECT

- 2.1 Subject to the terms and conditions of this statement of services, contractor will value all real property, taxable and exempt property in the Town of Templeton.
- 2.2 Contractor will determine the full and fair cash value of all property so described and its usage classification of all real property so described, in accordance with Chapter 59 of the General Laws of the Commonwealth of Massachusetts.
- 2.3 The valuation and use of all property so described shall be determined as of January 1, 2024. Contractor shall value all newly constructed improvements or those incomplete as of this valuation date.

## 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 Throughout the project, the Board of Assessors will receive periodic reports from Contractor that will review and evaluate the progress of the project and the Board will promptly notify Contractor as to whether the work performed is satisfactory and timely.
- 3.2 The Town shall provide the below named data on or before May 1, 2024, unless otherwise specified.
  - 3.2.1 The Town shall provide “parcel identification data” for each parcel, which shall consist of the owner’s names, 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 the zoning classification for each parcel, correct and current to the most recent tax year. The Town shall also provide one 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 one set of tax maps covering all parcels, correct and current as of the most recent tax year. 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, 2024.
  - 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. Sales provided must be on forms approved by the Massachusetts Department of Revenue for reporting sales and must contain proper and correct non-arms 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 contractor existing property records or copies thereof. 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 contractor, Contractor shall

provide it to the Town upon request as soon as possible without causing undue disruption to the work schedule of contractor.

- 3.2.7 The Town shall further assist 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 and magnetic tapes and tape format/layouts containing pertinent information and data.

The Town shall be required to provide such materials and data in original or duplicated form at the Town's option, but in no event shall the Town be required to provide such which is not reasonable available to it. Contractor presents that it is aware of the resources of the Town and its limitations and, therefore, will require only 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.

- 3.2.8 The Town shall provide all property inventory data. Said data shall be current and will include all parcels that have been improved, as evidenced by building permits properly applied for and approved prior to January 1, 2024.

All data collected by the Town shall be reported on forms supplied by contractor and completed in accordance with its instructions.

- 3.3 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 and Work Plan:

Description	From	To
Project Commencement		
Public Relations Plan		
Local Staff Training		
Valuation Testing		
Valuation		
Valuation Field Review		
Assessors Review		
Department of Revenue Preliminary Review for Certification		
Final work Products Delivered for Review		
Project Completion		

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

- 4.3 Local Staff Training: Training for the Assessors and staff will consist of formal and on-the-job training.

4.3.1 Formal and 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.

4.4 Data Collection: The Contractor will identify each parcel in accordance with the applicable Department of Revenue's "Guidelines for Classification of Property According to Use, Property Type Classification Codes."

4.5 Sales Verification: 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.

The purpose of this verification is to enable Contractor to produce a machine-readable file for valid arms-length sales, describing inventory status as of the date of sale. Contractor will verify this data for all sales occurring until the valuation date of this program. Contractor will develop and provide the Assessors with appropriate written documentation for the sales verification effort.

4.6 Valuation Testing: 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.

4.7 Valuation

4.7.1 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/multiple-use properties; apartments over 4 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; and properties within industrial parks.

The Contractor will also work to review all neighborhood delineations with the Assessors. Since the last certification of values for the Town, multiple subdivisions and many new homes have been planned and built throughout the Town, such that more neighborhoods and adjusted neighborhood delineations may be necessary. The Contractor will recommend and implement appropriate changes to such neighborhoods as are reviewed and approved by the Assessors. In this process any unused neighborhood site indexes should be removed, with all remaining indexes renumbered and reordered in an orderly manner.

4.7.2 The minimum requirements for each of the three major approaches to value, as well as land valuation, are outlined in the following sections. Contractor will describe the approach to value, which will be applied to each type of property within the scope of this statement of services.

4.8 Sales Comparison Approach: Contractor will employ a market adjusted cost approach which it has utilized in communities throughout New England. The system used should be very easy to explain to the taxpayer, as well as a system that is very familiar to the Massachusetts Department of Revenue Certification Team. This approach is to be used on residential properties with its starting point based upon replacement cost approach values. It should then be fine-tuned by

adjusting these replacements 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 ration 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-year increments, by log size and location factors. This analysis enables the Senior 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.

4.9 Cost Approach: The 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.

Subsequent to the determination of replacement cost pricing schedules and the establishment of land values, Contractor will analyze the sales of improved properties 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.

#### 4.10 Income Approach

- 4.10.1 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 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.
- 4.10.2 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.

#### 4.11 Land Valuation

- 4.11.1 Basic square foot values for all parcels shall be established for land throughout the Town after an evaluation by 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 property.
- 4.11.2 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 or horticultural use will be valued after consideration of the current guidelines issued by the Farmland Valuation Advisory Commission.
- 4.12 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.

#### 4.13 Valuation Field Review

- 4.13.1 Contractor will be responsible for any necessary field review of value estimates. The personnel conducting this phase of the program will have two (2) 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.
- 4.13.2 It is understood that Contractor will have the ability to exercise judgment in making final value estimates. Contractor, 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.
- 4.13.3 If valuation changes are made due to data error, Contractor will correct the data on the computer and/or manual file.
- 4.13.4 All values produced by Contractor will be given to the Assessors for final review and for a determination as to whether Contractor's work product is satisfactory for the purposes of requesting a certification review by the Commissioner of Revenue. 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 become the property of the Town.

4.14 Certification of Values: As a condition of successful project completion, the contractor's work product will meet all certification requirements of the Commissioner.

4.15 Defense of Values: 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 of \$\_\_\_\_\_. This rate is in effect after \_\_\_\_\_ which are included in the contract fee.

## 5. CONTRACTOR PROJECT STAFFING

5.1 Contractor will be responsible for the supervision of all phases of work in this project. Contractor will employ the following organizational structure to manage this project.

### 5.2 Organizational Structure

Name	Title	Responsibilities
	Project Director	
	Field Review Appraiser	
	Commercial/Industrial Appraiser	

5.3 Contractor shall perform the valuation update in the project time frame listed, utilizing the above staffing to achieve satisfactory results.

5.4 Resumes of each individual set forth in the organization chart are provided to the Assessors as an exhibit hereto, which include prior work experience: dates, positions, responsibilities for each employer; education and professional affiliations of each individual. All personnel must meet the qualifications required by the Commissioner of Revenue.

5.5 Any proposed changes in the project staffing plan submitted as part of our proposal will be submitted to the Assessors in writing for review and approval. The Assessors shall notify Contractor of the acceptance or 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 data collection and valuation manual, which 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 that 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 Field review documents which reflect original proposed values, adjusted proposed value and any notices relative to action taken from informal hearings.
- 6.11 Appropriate mechanized file 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, 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 Contractor monthly, based upon the portion of work completed and delivered to the Assessors during the preceding month. No payments will be made until the Assessors approve the work. The Assessors will review each monthly invoice and within twenty (20) business days of its receipt, either approve it for payment as follows, or return it to Contractor with a written statement of reasons for its rejection. All monthly progress reports and work-completed forms are subject to the review of the Massachusetts Department of Revenue for certification purposes.
- 7.2 Upon the Assessors' determination that the work performed for the preceding month has been satisfactorily completed according to the work plan and time schedules, a percentage payment representing ninety-percent (90%) of the amount billed for that month shall be paid to the Contractor.
- 7.3 If the Assessor determines that the Contractor's invoice is inaccurate, the Assessor 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 Assessor shall retain the right to delay payment, only for the specified item; until said item is resolved to the satisfaction of both the Assessor and the Contractor. Upon satisfactory resolution, the Assessor shall pay the Contractor said amount due, less ten-percent (10%).

7.4 The remaining ten-percent (10%) will be paid to the Contractor within sixty (60) calendar days following the satisfactory completion of all terms of the agreement, with the exception of Defense of Values.

7.5 Additional Retainage: If the Assessor determines that, due to the fault of the Contractor, the project is not progressing satisfactorily, an additional forty-percent (40%) of the specified item, as defined above, can be retained. If the problem is rectified within thirty (30) calendar days to the satisfaction of the Assessor, the forty-percent (40%) will be paid at this 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.

7.6 Penalty Clause: The Contractor shall pay a penalty of Two-Hundred Dollars (\$200) per day, five days counted per week, that the total package of the revaluation/update is not at the Assessor's Office after the agreed upon date, Section 4.1 Project Timetable and Work Plan.

## 8. PROJECT COST ESTIMATION

The following schedule will be used to itemize project cost (to be included in PRICE PROPOSAL ONLY). 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 setup, public relations, staff training;

8.2 Conversion of CAMA (optional if using another system);

8.3 Residential analysis and valuation;

8.4 Commercial/industrial analysis and valuation;

8.5 Field review;

8.6 Software upgrade;

8.7 Certification;

8.8 Project finalization and documentation;

8.9 Total project cost for Fiscal Year 2025.

Per parcel cost for the Appraisal Update and in excess of those listed (to be included in PRICE PROPOSAL ONLY).

Improved residential;  
Improved commercial/industrial/exempt  
Vacant land;

9. Performance Bond: Contractor will furnish a bond in the sum of the full amount of this agreement with a surety company satisfactory to the Town. The bond will be delivered upon receipt of the

Town's requirements to begin the project as defined. This bond shall remain in effect until the Town accepts, in writing, those terms 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 the contractor.

#### 10. MANDATORY CONTRACTUAL REQUIREMENTS

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

10.1 General Laws: 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, 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: 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.

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 include an up-to-date photograph supplied by Contractor and signed by the Assessor. This card will be surrendered to the Assessor upon termination of the employee or completion of the project.

10.4 Prime Contractor Responsibility: The Assessor has single point responsibility for the entire project. Subcontractors may be used, but Contractor will accept full responsibility for the subcontractor's performance. Contractor will not subcontract any of its work or part thereof without prior written approval of the Assessor.

10.5 Assignment: Contractor will not assign or in any way transfer any interest in this agreement without the prior written consent of the Assessor; provided, however, that claims for money due to Contractor from the TOWN hereunder may be assigned to a bank, trust company or other financial institution without such consent.

10.6 Inspection, Monitoring and Evaluation: To ensure compliance with this agreement, the Assessors shall have the right to enter Contractor's premises during normal business hours to inspect, monitor or otherwise evaluate the work performed or being performed therein.

#### 10.7 Ownership and Confidentiality of Information:

10.7.1 All information acquired by 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, worksheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Contractor in the performance of this agreement.

10.7.2 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. 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 Assessor, 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.

- 10.7.3 Contractor agrees that it will use this information only as required in the 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. Contractor further agrees to return said information to the TOWN promptly at its request in whatever form maintained by Contractor.
- 10.7.4 Contractor agrees to take reasonable steps to ensure the confidentiality and security of this information in its possession or under its control.
- 10.7.5 In the event of 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 (30) day period, the failure to conform is cured.
- 10.8 Indemnification: Contractor agrees to indemnify and hold harmless the Town against claims for bodily injury, death and property damage which arises in the course of Contractor's performance of this project with respect to which the Municipality is free from negligence on the part of itself, its employees and agents.
- 10.9 Insurance Requirements: 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 Municipality from claims for personal injury and property damage for the entire duration of the project.
  - 10.9.1 Comprehensive General and Public Liability Insurance Policy with limits of: Bodily Injury and Property Damage: One Million Dollars (\$1,000,000) per occurrence per claim; Personal Injury: One Million Dollars (\$1,000,000); and Umbrella, including Automobile Insurance: 3 Million Dollars (\$3,000,000) per occurrence per claim.
  - 10.9.2 All the insurance will be issued by an insurer licensed and authorized to do business in the state of Massachusetts. 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 Contractor, its employees or agents during the execution of the project. The said certificate of insurance shall be submitted to the Purchasing Department within fourteen (14) days of the signing of the agreement, in accordance with the requirements of the Town of Templeton.
- 10.10 Termination:
  - 10.10.1 Subject to the provisions of the section entitled "Force Majeure", if either party fails to fulfill their obligations in a timely and satisfactory manner 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.

10.10.2 In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the Assessor, be delivered to them. 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.

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

10.11 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 notified 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 Assessor shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Agreement".

10.12 Conflict of Interest:

10.12.1 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 General Laws concerning conflict of interest. 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.

10.12.2 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.

10.13 Effectiveness of Agreement: The effective date of this agreement shall be the date upon which the agreement is signed and executed by 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 the Code of Massachusetts Regulations.

### MINIMUM EVALUATION CRITERIA

#### 1. EXPERIENCE OF CONTRACTOR

- A. The Contractor shall have successfully completed a minimum of five cyclical revaluation projects within the Commonwealth using the Vision Software or approved equal compatible with the program the Town is presently using.

- B. The Contractor must provide evidence of qualified staff to measure and list and develop a schedule of values for all real property. The Contractor shall have been in the revaluation business at least 10 years.
- C. Vendor must submit a project timetable that is sufficient to complete the project and will allow the Town to produce tax bills in a timely manner. Any proposal which cannot meet completion date will be rejected.

To fairly evaluate the above criteria, the proposers must submit lists, dates and descriptions of applicable projects and names of relevant contacts to substantiate any information provided in conjunction with the above requirements. A history of poor references will disqualify the proposer with such a history.

## 2. DATA ENTRY

- A. The Contractor must be able to perform data entry functions. All conversion costs will be the responsibility of the Contractor.

## 3. PROJECT TIMETABLE

- A. The Contractor must provide a timetable for completion. The timetable should address, at a minimum, those areas listed in the Scope of Project above. The project shall be deemed completed when all data has been collected and all data entry is completed and final data is transferred to the Vision Appraisal Technology CAMA system and upon receipt by the Town of Templeton of all required materials and documentation.

## COMPARATIVE EVALUATION CRITERIA

Contractor shall be deemed non-responsive if the minimum evaluation criteria are not met.

The Town of Templeton has designated the following comparative criteria. Proposals will be ranked based on these criteria. The rating of “highly advantageous”, “advantageous”, “not advantageous” or “unacceptable” will be used to evaluate the following features of each proposal.

1. *Rating of the Contractor on the following five factors: Contractor’s ability to keep to the proposed schedule; responsiveness to inquiries from the municipality; accuracy of data collection; quality of personnel; willingness to hire the Contractor again.*

Highly Advantageous: Contractor receives a general rating of “satisfactory” from all municipalities contacted for references.

Advantageous: Contractor receives a general rating of “satisfactory” from most municipalities contacted for references.

Not Advantageous: Contractor receives a general rating of “not satisfactory” from any municipalities contacted for references.

2. *The bidder’s direct relevant experience in other projects of similar type, size and scope:*

Highly Advantageous: Contractor has successfully completed a minimum of 30 revaluation projects within the Commonwealth of Massachusetts during the prior 5 years involving communities with

more than 3000 parcels of real property, including 600 or more commercial and/or industrial type properties.

Advantageous: Contractor has successfully completed a minimum of 20 to 30 revaluation projects within the Commonwealth of Massachusetts during the prior 5 years involving communities with more than 3000 parcels of real property, including 600 or more commercial and/or industrial type properties.

Not Advantageous: Contractor has successfully completed a less than 20 revaluation projects within the Commonwealth of Massachusetts during the prior 5 years involving communities with more than 3000 parcels of real property, including 600 or more commercial and/or industrial type properties.

3. *Contractor experience with revaluation programs in Massachusetts in converting from or working with the latest version of Appraisal Vision software:*

Highly Advantageous: Ten or more successful conversions in Massachusetts.

Advantageous: Four to nine successful conversions in Massachusetts.

Not Advantageous: Less than four successful conversions in Massachusetts.

4. *Contractor Financial Stability:*

Highly Advantageous: Proposer appears to have long-term financial stability.

Advantageous: Proposer appears to be financially stable.

Not Advantageous: Proposer appears to be less than stable financially.

5. *Training:*

Highly Advantageous: Proposal includes formal and flexible training for the Assessors and staff, which includes data collection and analysis with a commensurate reduction in total cost of the revaluation.

Advantageous: Proposal includes some training for the Assessors and staff, and includes some data entry which reduces the total cost of the revaluation.

Not Advantageous: Proposal includes minimal or no training for the Assessors and staff.

Additional favorable factors: A proposal will be more highly rated if it includes time for the preparation and defense of values at the Appellate Tax Board at little or no cost to the Town of Templeton. Proposal should specify the number of days for defense of values included in the proposal and per diem charges for additional days and the per diem charge.

Method for determination of best price: The best price shall be the lowest price from a contractor who meets the minimum criteria of the specifications and provides the highest level of performance under the Comparative Evaluation Criteria. The Town of Templeton reserves the right to use an interview process to further determine level of performance and to apply findings to the Comparative Evaluation Criteria to determine highest ranking contractor.